

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 – May 17, 2012 – 5:30 p.m.

Governmental Complex – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Proclamations.

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

- A. Adopt the Proclamation commending and congratulating the J.M. Tate High School "Aggies" Mock Trial Team, for attaining the standards of excellence necessary to become the 2012 Florida Mock Trial State Champions;
- B. Adopt the Proclamation proclaiming May 20-26, 2012, as "Emergency Medical Services Week" in Escambia County;
- C. Adopt the Proclamation proclaiming May 20-26, 2012, as "Public Works Week" in Escambia County; and
- D. Ratify the Proclamation dated May 2, 2012, commending and congratulating James and Betty Salter on their retirement, after 30 years of dedicated service to the community through their work with Habit for Humanity.

7. Retirement Proclamations.

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

- A. The Proclamation commending and congratulating Daniel W. Ard, Equipment Operator III, Public Works Department, on his retirement after 18 years of service;
- B. The Proclamation commending and congratulating Richard A. Hawkins, Fire Captain, Public Safety Department, on his retirement after 27 years of service; and
- C. The Proclamation commending and congratulating Mary E. Hines, Emergency Medical Specialist, Public Safety Department, on her retirement after 30 years of service.

8. Written Communication:

- A. March 20, 2012 - Communication from Heidi Rogers, American Homeowners Preservation Fund, L.P., requesting that the Board provide relief of Code Enforcement Lien against property located at 208 Alton Road.

Recommendation: That the Board review and consider lien relief request made by Heidi Rogers against property located at 208 Alton Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. 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.

Heidi Rogers, American Homeowners Preservation Fund, L.P., has no other recourse, but to appeal before the Board under Written Communication.

- B. April 10, 2012 - Email communication from Mary Riddle, REO Closing Coordinator, Sellstate Gulf Coast Realty, requesting that the Board provide relief of the fines relative to a Code Enforcement Lien, recorded in Official Records Book 6442, at Page 346, against property located at 1180 Broad Street.

Recommendation: That the Board review and consider lien relief request made by Mary Riddle against property located at 1180 Broad Street.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. 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.

Mary Riddle has no other recourse but to appeal before the Board under Written Communication.

- C. April 30, 2012 - Communication from J. Wesley Singleton requesting that the Board provide relief from penalties and interest on delinquent ad valorem special assessments against the property located at 10 Seashore Drive, Pensacola Beach, Florida.

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 establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for, Navy Federal Credit Union (NFCU), Building #4 for 100% of their business expansion for up to 10 years.

Recommendation: That the Board adopt an Ordinance establishing an Economic Development Ad Valorem Tax Exemption, for Navy Federal Credit Union, Building #4, for 100% of its business expansion for up to 10 years.

11. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the May 10, 2012, C/W Workshop, recommends the Board approve offering the Escambia County BCC Voluntary Separation Incentive Program (*which provides enhanced leave payout of 100% of up to 500 hours of unused annual leave, 100% of up to 2,080 hours of unused sick leave/extended leave bank, MOB [Management Option Benefits], and health and dental insurance for a period of 12 months, after which participating employees will be eligible for COBRA [Consolidated Omnibus Budget Reconciliation Act of 1985] insurance [C/W Item 5]*).

12. Reports:

**CLERK & COMPTROLLER'S REPORT**

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

I. Consent Agenda

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

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

A. Payroll Expenditures for Pay Date May 11, 2012, in the amount of \$2,101,460.43;

B. The following two Disbursement of Funds:

(1) April 26, 2012, to May 2, 2012, in the amount of \$8,939,909.35; and

(2) May 3, 2012, to May 9, 2012, in the amount of \$2,780,017.23;

C. Tourist Development Tax Collections Data for the March 2012 returns received in the month of April 2012; this is the seventh month of collection in Fiscal Year 2012, and the total collected for the month of March 2012 was \$618,669, which is a 16.67% increase over collections during March 2011; overall collections of \$2,720,394 for the seven months of returns in Fiscal Year 2012 are 10.37% higher than this same time period last Fiscal Year; collections for Fiscal Year 2012 are 14% short of the budgeted amount;

D. The Investment Report for month ended April 30, 2012; and

E. Budget Comparison Reports for seven months, or 58%, of Fiscal Year 2012.

**(BACKUP FOR ITEMS D & E TO BE DISTRIBUTED UNDER SEPARATE COVER)**

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

That the Board accept, for filing with the Board's Minutes, the original *Escambia County, Florida Substantial Amendment to the 2010-2014 Consolidated Plan 2011 Action Plan for the 2011 Emergency Solutions Grant (ESG) Second Allocation*, executed by the County Administrator on May 8, 2012, based on the Board's August 4, 2011, authorization for the County Administrator to execute all documents related to the Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan, as received in the Clerk to the Board's Office on May 9, 2012.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 3, 2012;

B. Approve the Minutes of the Meeting of the Board of County Commissioners as Trustees for the Escambia County Council of 4-H Clubs held May 3, 2012; and

C. Approve the Minutes of the Regular Board Meeting held May 3, 2012.

## **GROWTH MANAGEMENT REPORT**

### I. Public Hearings

#### 1. **Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on May 14, 2012**

That the Board take the following action concerning the Rezoning Case heard by the Planning Board on May 14, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012-10 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

<b>Case No.:</b>	<b>Z-2012-10</b>
Address:	Highway 97A
Property Reference No.:	11-4N-33-4100-000-000
Property Size:	9.98(+/-) acres
From:	VAG-1, Village Agricultural District (5 du per 100 acres on one-acre parcels)
To:	ID-2, Industrial, General Industrial District (noncumulative)
FLU Category:	AG, Agricultural
Commissioner District:	5
Requested by:	Neal Bjorklund, Agent for Galen and Rosalie Schmidt, Owners
Planning Board Recommendation:	<b><u>To be given verbally by Development Services Department Director</u></b>
Speakers:	<b><u>To be distributed under separate cover</u></b>

**(Since the Case will be heard at the May 14, 2012, Planning Board meeting, which is prior to the agenda deadline for the May 17, 2012, BCC Meeting, the Planning Board recommendation will be made verbally at the May 17, 2012, BCC Meeting, by the Development Services Department Director. Additional backup documentation to be distributed under separate cover.)**



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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Case heard by the Planning Board on May 14, 2012, and approved during the previous agenda item, and to provide for severability, inclusion in the Code, and an effective date.

3. 5:46 p.m. Public Hearing Concerning the Review and Adoption of an Ordinance Amending the 2030 Escambia County Comprehensive Plan

That the Board review and adopt a Small Scale Amendment SSA-2012-01; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the Future Land Use map designation.

4. 5:47 p.m. Public Hearing Concerning the Review and Adoption of an Ordinance Amending the 2030 Escambia County Comprehensive Plan

That the Board of County Commissioners (BCC) review and adopt an Ordinance to remove all references to Florida Rule 9J-5; to remove all references to Department of Community Affairs and replace with Florida Department of Economic Opportunity (FDEO); to remove all references to Florida Statute 163.3101 and replace with Florida Statute 163.3161.

## II. Action Items

1. Recommendation Concerning the Review of the Comprehensive Plan Annual Report for Fiscal Year 2010/2011.

That the Board review and approve the Fiscal Year 2010/2011 CPIC Annual Report.

2. Recommendation Concerning the PBI-2012-02; Planning Board Interpretation

That the Board review and approve the Interpretation to clarify allowable uses in ID-2 zoning category.

## III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

### **Thursday, June 28, 2012**

**A.** 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on May 14, 2012:

**Case No.:** **Z-2012-08**  
**Address:** 200 Becks Lake Rd  
**Property** 11-1N-31-1000-002-001  
**Reference No.:**  
**Property Size:** 188.61(+/-) acres  
**From:** VAG-1, Villages Agricultural District  
**To:** ID-2, General Industrial District (non-cumulative)  
**FLU Category:** MU-U, Mixed Use Urban  
**Commissioner** 5  
**District:**  
**Requested by:** Wiley C. "Buddy" Page, Agent for Figure 8 Florida, LLC

**Case No.:** **Z-2012-09**  
**Address:** 2006 Border St  
**Property** 16-2S-30-2300-001-023  
**Reference No.:**  
**Property Size:** 2.23 (+/-) acres

From: R-5, Urban Residential/Limited Office District, (cumulative)  
High Density and  
ID-1, Light Industrial District (cumulative) (no residential  
uses allowed)  
To: ID-2, General Industrial District (non-cumulative)  
FLU Category: MU-U, Mixed Use Urban  
Commissioner 3  
District:  
Requested by: Wiley C. "Buddy" Page, Agent for Rick Evans of Evans  
Contracting, Inc.

**Case No.:** **Z-2012-11**  
Address: 11 Eden Lane  
Property Reference No.: 02-1N-31-3402-000-009  
Property Size: 9.55(+/-) acres  
From: V-4, Villages Multi Family Residential District  
To: VR-2, Villages Rural Residential District  
FLU Category: MU-S, Mixed Use Suburban  
Commissioner 5  
District:  
Requested by: Carol Simpson, Agent for John Huelsbeck, Jr., Mary J.  
Moye and Linda Aligood, Owners

B. 5:46 p.m. - A Public Hearing - LDC Ordinance - Article 6 "Zoning  
Categories"; and

C. 5:47 p.m. - A Public Hearing - LDC Ordinance - Article 13 - SRIA Design  
Guidelines for Signs.

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Property for the Clerk & Comptroller's Office - Cynthia Rhodes, Fixed Asset Custodian/Administrator/Accounting/Circuit Criminal

That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office, for property which is described and listed on the Disposition Form, with the Agency and reason stated; the property is to be traded toward the purchase of a new copier.

2. Recommendation Concerning the Navy Boulevard Design Guidelines Manual and Corridor Vision Plan - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the May 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency, adopting the Navy Boulevard Design Guidelines Manual and Corridor Vision Plan for use within the Warrington Community Redevelopment District.

3. Recommendation Concerning CRA Meeting Minutes April 17, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the April 17, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

4. Recommendation Concerning Amendment #1 to the Agreement between Escambia County, Florida, and the Warrington Volunteer Fire Department, Inc. - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign Amendment #1 to the Agreement between Escambia County, Florida, and the Warrington Volunteer Fire Department, Inc. (WVFD), revising Sections III, IV, V, and IX of the initial Agreement entered into June 26, 1990, to address material changes in the County's structure regarding fire services and the resulting material changes to the WVFD's Articles of Incorporation and Bylaws.

5. Recommendation Concerning the Longleaf C&D Disposal Facility - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for June 7, 2012, at 9:03 a.m., for consideration of the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

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

6. Recommendation Concerning Reappointments to the Workforce Escarosa, Inc. Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding reappointments to the Workforce Escarosa Board of Directors:

A. Confirm the reappointment of Scott C. Ginnetti, Director of People Development and Baptist University, Baptist Health Care, to the Workforce Escarosa Board of Directors as a private sector representative for a three-year term, per the end date of his previous appointment, effective July 10, 2012, through July 9, 2015;

B. Confirm the reappointment of Bill Lawson, Director of Fleet and Family Support Center, NAS Whiting Field, to the Workforce Escarosa Board of Directors as veterans representative for a three-year term, per the end date of his previous appointment, effective July 10, 2012, through July 9, 2015; and

C. Confirm the reappointment of Van E. Mansker, Regional Human Resource Director (Retired), Lowe's Home Improvement Company, to the Workforce Escarosa Board of Directors as a private sector representative for a three-year term, per the end date of his previous appointment, effective July 10, 2012, through July 9, 2015.

7. Recommendation Concerning Reappointments to the Northwest Florida Big Bend Health Council - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning reappointments to the Northwest Florida Big Bend Health Council, as requested by R. Michael Hill, Executive Director:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint the following three members to another two-year term, effective October 1, 2010, through September 30, 2012:

1. Denise Adams (Provider)
2. Dr. John Lanza (Provider);and
3. Vivian Krumel, RN, (Purchaser); and

B. Reappoint Hong Dang, MBA, MA, Strategic Planning Manager, Baptist Health Care (Purchaser) for a two-year term, effective October 1, 2010, through September 30, 2012;

C. Reappoint Don Turner, Executive Director, Escambia Community Clinics, Inc., (Consumer) for another two-year term, effective October 1, 2010, through September 30, 2012; and

D. Accept, for the Board's Record, the resignation of Dr. Marshall W. McLeod (Consumer), effective August 10, 2009. (Currently, a recommendation has not been made to fill Dr. McLeod's position.)

8. Recommendation Concerning Scheduling a Public Hearing to Repeal Ordinance Number 2010-24 , Granting WDC Florida Realty Company, LLC, a Wholly-Owned Subsidiary of Overhead Door Corporation, Certain County Economic Development Ad Valorem Tax Exemptions - Charles R. "Randy" Oliver, County Administrator

That the Board Schedule a Public Hearing for June 7, 2012, at 9:02 a.m., to consider repealing Ordinance Number 2010-24 (renewing and amending Ordinance 2003-52 and Ordinance 2008-14), granting WDC Florida Realty Company, LLC, a wholly-owned subsidiary of Overhead Door Corporation, certain County Economic Development Ad Valorem Tax Exemptions (EDATE).

9. Recommendation Concerning Appointments to the Youth Council of Workforce Escarosa - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding appointments to the Youth Council of Workforce Escarosa:

A. Confirm the appointments of all members of the Youth Council, both current and recently recommended for appointment, with their term beginning on April 19, 2012, for an indefinite term, as listed below;

1.	Robert Ephraim, Youth Council Chairperson, Primerica/Independent Agent	Private Sector representative
2.	Randy Fleming, State of Florida Department of Children and Families (DCF)	Public Assistance/DCF representative
3.	Van Mansker, Lowe's Home Improvement Company (retired)	Private Sector representative
4.	Lesa Morgan, Escambia County School District	School District representative
5.	Cheryl Smith, Santa Rosa County School District	School District representative
6.	Terry Light, Families Count	Human Services representative
7.	Jeronda Golston, Goodwill Easter Seals/High School High Tech	Human Services representative
8.	Rev. Dr. James A. French, Houser Memorial AME Zion Church	Experience Related to Youth representative
9.	Corey Fleetion, Escambia County Community Corrections Department, Work Release	Law Enforcement representative
10.	Tarrah Holton (Jessica Hasting-alternate), Henry & Rita White Youth Foundation	Juvenile Justice representative
11.	Paul Willis, Department of Juvenile Justice	Juvenile Justice representative
12.	Al Huffman, Pensacola State College	Past Foster Care participant and Human Services representative
13.	Marcie Whitaker, City of Pensacola	Public Housing representative
14.	Phyllis Wales, Santa Rosa Public Housing	Public Housing representative
15.	Jill Youngblood, Milton Housing Authority	Public Housing representative

B. Confirm the status of those appointees who are not members of the Workforce Escarosa Board of Directors as voting members of the Youth Council and non-voting members of the Workforce Escarosa Board of Directors, for the duration of their appointment to the Youth Council.



## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #142 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #142, Other Grants and Projects Fund (110) in the amount of \$49,859, to recognize the remaining balance of funds from three Agreements between Escambia County Board of County Commissioners, the City of Pensacola, the Town of Century, and the Florida Department of Transportation, for the National Pollutant Discharge Elimination System (NPDES) permit program, and to appropriate these funds correctly.

2. Recommendation Concerning Reallocating Funds in the Local Option Sales Tax Fund (352) to Demolish Wedgewood School - Amy Lovoy, Management and Budget Services Department Director

That the Board reallocate \$260,000 from the Palafox Streetscaping project to demolish Wedgewood School.

[Funding Source: Local Option Sales Tax Fund (352)]

3. Recommendation Concerning the Purchase of John Deere Tractors with Diamond Boom Mower Attachments - Amy Lovoy, Management and Budget Services, Department Director

That the Board authorize the County to piggyback off the National Purchasing Partners (NPP) Cooperative, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; and Exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2012 John Deere 6300 cab tractors, with 2012 Diamond DBR-05 boom mower attachments, PD 11-12.032, to John Deere Company, in the amount of \$172,515.28.

[Funding: Fund 175, Cost Center 210402, Object Code 56401]

4. Recommendation Concerning the Award of Contract for Public Safety Roof Retrofit - Amy Lovoy - Management and Budget Services Department Director

That the Board award Contract PD 11-12.017, for the Public Safety Roof Retrofit to Old World Craftsmen, Inc., for the lump sum bid amount of \$1,230,000 and authorize the County Administrator to execute all related documents and Purchase Orders in excess of \$50,000 for Owner Direct Purchases.

[Funding: Fund 352, LOST III, Cost Center 330435, Object Code 56201, Project #05PS0018]

5. Recommendation Concerning the Acquisition of Property, Located on East Detroit Boulevard, from Ann R. and Holly L. Rousseau, for the Ensley Area Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 4.69 acres) located on East Detroit Boulevard, from Ann R. Rousseau and Holly L. Rousseau, for the Ensley Area Drainage Project:

A. Authorize the purchase of a vacant parcel of real property located on East Detroit Boulevard (approximately 4.69 acres), from Ann R. Rousseau and Holly L. Rousseau for the appraised value of \$160,000 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 a vacant parcel of real property located on East Detroit Boulevard (approximately 4.69 acres); and

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

[Funding Source: Fund 352, "LOST III", Account 210107/56101, Project 08EN0313]

The County has a project in design to alleviate some of the stormwater drainage problems in the Ensley area of East Detroit Boulevard and Johnson Avenue. Design indicated a need to acquire property for stormwater retention in this area of Ensley. The County owns property abutting the south boundary of the Rousseau property, which will also be utilized for stormwater retention, but the County property has access issues and is not of adequate size for the project. Acquiring the Rousseau property will address any access issues and will provide enough combined acreage for the stormwater capacity needed.

6. Recommendation Concerning the Interlocal Agreement with Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2012 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for Summer 2012:

A. Approve the Interlocal Agreement with SRIA relating to transportation services on Pensacola Beach via Escambia County Area Transit (ECAT) trolleys, from May 25, 2012, through September 3, 2012, with SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman or Vice Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Santa Rosa Island Authority will reimburse the County for all operating costs]

7. Recommendation Concerning Purchase Order to ESi Acquisition, Inc., for WebEOC All-Hazard Crisis Incident Management Software for the Escambia County Emergency Operations Center - Michael D. Weaver, Public Safety Director

That the Board authorize award of a Purchase Order to ESi Acquisition, Inc., as a single-source provider, in the amount of \$127,976, for purchase of WebEOC All-Hazard Crisis Incident Software (CIMS), per Proposal Q17499, dated March 13, 2012.

[Funding: Fund 110, "Other Grants and Projects", Cost Centers 330412, 330413, 330482, 330459, Object Code 56801]

8. Recommendation Concerning Modification #1 to Subgrant Agreement between the Division of Emergency Management and Escambia County - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning Modification #1 to Subgrant Agreement #10-DS-39-01-27-01-263, between the Division of Emergency Management (FDEM) and Escambia County:

A. Approve Modification #1 to Subgrant Agreement, between the Division of Emergency Management and Escambia County to modify Contract Number 10-DS-39-01-27-01-263, reinstating the contract and extending its ending date from April 30, 2012, to August 31, 2012.

B. Authorize the Chairman or Vice Chairman to execute Modification #1 and all related documents as required to implement the scope of work.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330459]

9. Recommendation Concerning Change Order to Keegan Temps, Inc., d/b/a Keegan Staffing for Long-Term Employment Services for Fiscal Year 2012 - Patrick T. Johnson, Solid Waste Management Department Director

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

Department:	Solid Waste Management
Division:	Waste Services
Type:	Addition
Amount:	\$200,000.00
Vendor:	Keegan Temps, Inc., d/b/a Keegan Staffing
Project Name:	Long-Term Employment Services for FY 12
Contract:	PD 08-09.069
Purchase Order Number:	121011
Change Order (CO) Number:	2
Original Award Amount:	\$5,000.00
Cumulative Amount of Change Orders through this CO:	\$240,000.00
New Contract Total:	\$245,000.00

[Funding: Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, and 230314, Object Code: 53401]

10. Recommendation Concerning Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the renewal of Contract PD 10-11.064, Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits), to Whitman and Whitman, Inc., to provide Property Insurance not to exceed the amount of \$2,255,224, with one installment of \$1,089,527, to be paid on June 1, 2012, and a second installment of \$1,089,527, to be paid on November 1, 2012, for the period of June 1, 2012, through December 31, 2013.

[Funding: Fund 501 (Internal Service), Cost Center 140835, Object Code 54501]

11. Recommendation Concerning Amendment #2 to Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Amendment #2 to the Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, for the purpose of promoting reinvestment in the Barrancas Community Redevelopment Area and to promote the production of affordable workforce housing for first-time homebuyers:

A. Approve Amendment #2 to the Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, to formally extend the effective period of the Agreement to December 31, 2012; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to fully complete the project.

[Funding: Fund 124-Affordable Housing/Community Development, Cost Center 220406]

12. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 3733 Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 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, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 3733 Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Yvonne Z. Walker, owner of commercial property located at 3733 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,175, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for painting the building exterior; and

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

13. Recommendation Concerning Change Order Number 5 to PO #111119 to Cardno TBE for 3300 Mobile Highway - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for environmental remediation at 3300 Mobile Highway:

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$45,715.00
Vendor:	Cardno TBE
Project Name:	3300 Mobile Highway
Contract:	PD 06-07.038
PO No.:	111119
CO No.:	5
Original Award Amount:	\$3,500.00
Cumulative Amount of Change Orders through CO #5:	\$112,825.00
New Contract Total:	\$116,325.00

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220342, EPA Brownfield Redevelopment, Object Code 53101]

14. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 1005 Colbert Avenue - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 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 1005 Colbert Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Deanna L. Smith, the owner of residential property located at 1005 Colbert Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,740, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for upgrading electrical wiring; and

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

15. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 304 Southeast Kalash Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 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 304 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Patricia A. Finlay, owner of residential property located at 304 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,730, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting 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.

16. Recommendation Concerning Navy Federal Credit Union Rebate - Charles R. "Randy" Oliver, County Administrator

That the Board approve a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Ordinance 2007-56, and approved by the Board on September 16, 2010. NFCU has completed year three of the criteria established, as noted in the Economic Development Agreement dated April 2, 2009.

[Funds are available in Fund #102, the Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

17. Recommendation Concerning the Acquisition of Property for Road Right-of-Way on Mahogany Mill Road, from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) for road right-of-way on Mahogany Mill Road from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project:

A. Authorize the purchase of real property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) on Mahogany Mill Road, from Mahogany Mill Road, LLC, to be used for road right-of-way, for the negotiated amount of \$12,500, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, which will be approved by the County Attorney's Office prior to execution by the Chairman;

B. Approve the Contract for Sale and Purchase for the acquisition of real property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) on Mahogany Mill Road;

C. Authorize payment of documentary stamps because the property is being acquired for governmental use, to facilitate the roadway and drainage improvements related to the construction of a public boat ramp facility on Mahogany Mill Road, and the County benefits from the acquisition of this property because it will provide a very needed recreational access to the water, which will enhance the safety and well-being of the citizens of Escambia County; and

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 220102 (NESD Capital Projects), Project 11NE0892]



The County recently acquired property on Mahogany Mill Road for a public boat ramp facility. The portion of Mahogany Mill Road (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres), which extends north from Olde Barrancas and on which the boat ramp property is located, is privately owned by Mahogany Mill Road, LLC. At the time the County acquired the boat ramp property, we also acquired easement rights to use Mahogany Mill Road. The design for the boat ramp project includes making substantial improvements to the road and drainage system on this portion of Mahogany Mill Road. It is in the best interest of the County to acquire ownership of this portion of Mahogany Mill Road in order to make the planned improvements.

18. Recommendation Concerning a Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan Relating to the Design and Construction Oversight for the Bob Sikes Toll Facility Upgrade" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A: Approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$645,854.48
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan
Contract:	PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan"
PO No.:	121158 (previous PO, 111018, had to be reissued due to a problem with Financial System)
CO No.:	4
Original Award Amount:	\$149,746.26
Cumulative Amount of Change Orders through this CO:	\$971,729.68
New Contract Total:	\$1,121,475.94

B. Authorize termination of the existing Interlocal Agreement between the Escambia County Board of County Commissioners (BOCC) and the Santa Rosa Island Authority (SRIA) that delegates the operation and maintenance responsibilities of the Bob Sikes Toll Facility to the SRIA and thereby assign

this responsibility to the Escambia County Public Works Department, based on Escambia County's initiative to consolidate services and streamline operations. At their regular meeting on May 9, 2012, the SRIA unanimously approved the request to terminate the Interlocal Agreement effective October 1, 2012; and

C. Authorize the County Administrator to execute any contract assignments that will occur as a result of the transition.

[Funding Source: Fund 167, "Bob Sikes Toll Facility", Cost Center 140302]

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan."

This Change Order will incorporate the Toll System Upgrade Support Services in the Contract for the Pensacola Beach Master Plan. As a result of the Toll Options Workshop held in Pensacola on March 12, 2012, Escambia County requested that a proposal be prepared based on the traditional system design-build process with open RFP-based procurement (referred to as Approach "A"), in addition to an alternate proposal being prepared based on an alternate procurement process where the County might procure a toll system using an existing competitively-procured State Contract from another Florida public agency (referred to as Approach "B"). This Change Order is based on the traditional procurement process (Approach "A") and an alternate proposal (for Approach "B") which will be provided under separate cover.

Breakdown is as follows:

Design/Permitting/Bidding  
\$402,310.26

Construction Inspection and Implementation Support  
\$243,544.22

Change Order #1, for a cost of \$48,340.67, was for additional meetings, coordination, and presentation as requested by Escambia County. This request includes one-on-one meetings with SRIA Board members, SRIA Steering Committee members and Escambia County to discuss the findings and details of the engineering evaluations. Change Order #2 was broken down into two parts. The first part of the Change Order, which is estimated to cost \$46,932.25, is for final programming and design development services, under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of the Change Order, which is estimated to cost \$39,064.42, is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Master Plan Scope of Services. The

public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives. Change Order #3, in the amount of \$41,791.60, was for additional public involvement, which included everything necessary to prepare for and conduct two public meetings.

On March 1, 2001, the BOCC entered into an Interlocal Agreement with the SRIA to manage the toll collection function of the Bob Sikes Toll Facility. These responsibilities include day-to-day operation, staffing, financial reporting, and system maintenance and conflict resolution.

The toll facility structure is currently the responsibility of the Facilities Management Division of the Public Works Department. The maintenance of Pensacola Beach Boulevard and the Bob Sikes Bridge is currently the responsibility of the Road Division and Engineering Division of the Public Works Department of Escambia County. Therefore, the added responsibilities for Operations and Maintenance of the Toll System will consolidate and streamline the operations under the Public Works Department. Anticipated effective date of October 1, 2012, to coincide with the Fiscal Year.

19. Recommendation Concerning Contract Amendment for PD 10-11.080, Design Services for Project #1 Quintette Road & Project #2 Well Line Road Extensions - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Contract Amendments for PD 10-11.080, Design Services for Project #1 Quintette Road & Project #2 Well Line Road Extensions, which were approved by the Board of County Commissioners on January 19, 2012:

A. Approve Amendment #1 to the Agreement for Project #1, awarded to Fabre Engineering, Inc., dba Fabre Engineering & Surveying be revised as follows:

1. Section 1.6 is amended to read as follows:

1.6 ~~NOT TO EXCEED~~ LUMP SUM COMPENSATION: ~~Not to exceed computation~~ Lump sum compensation refers to the method of payment under this Agreement for the professional services of the Consultant.

2. Section 5.1 is amended to read as follows:

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A ~~not to exceed~~ lump sum amount of

B. Approve Amendment #1 to the Agreement for Project #2, awarded to Atkins North America, Inc., be revised as follows:

1. Section 1.6 is amended to read as follows:

1.6 ~~NOT TO EXCEED~~ LUMP SUM COMPENSATION: ~~Not to exceed computation~~ Lump sum compensation refers to the method of payment under this Agreement for the professional services of the Consultant.

2. Section 5.1 is amended to read as follows:

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed

by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A ~~not to exceed~~ lump sum amount of

### III. For Discussion

1. Recommendation Concerning Escambia River Muzzle Loaders' Lease of County Property - Charles R. "Randy" Oliver, County Administrator

That the Board discuss Deed restrictions to be placed in the deeded conveyance of property to the Escambia River Muzzle Loaders (ERML) for the property the ERML currently leases from the County.

## COUNTY ATTORNEY'S REPORT

### I. For Action

1. Recommendation Concerning a Conflict Waiver for the Law Firm of Clark, Partington, Hart, Larry, Bond & Stackhouse

That the Board take the following action:

A. Authorize a conflict waiver for the Law Firm of Clark, Partington, Hart, Larry, Bond & Stackhouse to allow the firm to provide foreclosure services to the County.

B. Authorize the County Attorney to prepare and transmit a letter to Attorney Scott Remington with the Law Firm of Clark, Partington, Hart, Larry, Bond & Stackhouse that confirms the Board's conflict waiver.

2. Recommendation Concerning the City of Gulf Breeze's Acceptance of the Escambia County's Non-Exclusive Natural Gas Franchise Rights to Santa Rosa Island

That the Board take the following action:

A. Accept the attached letter from the City of Gulf Breeze; and

B. Acknowledge that the City of Gulf Breeze will file the letter with the Department of State in order to memorialize the City's acceptance of the Escambia County's Non-Exclusive Natural Gas Franchise Rights to Santa Rosa Island pursuant to Section 8 of Escambia County Ordinance 2012-7.

### II. For Discussion

1. Discussion Concerning *Forrest Gibbs v. Grover Robinson, IV; Marie Young; and Kevin White* - Case No. 2011 CA 002539

On April 30, 2012, Circuit Court Judge Linda Nobles entered the attached order in the case of *Forrest Gibbs v. Grover Robinson, IV; Marie Young; and Kevin White*. The County Attorney's Office must withdraw from any further representation in the matter.

### III. For Information

1. Recommendation Concerning the Attorney General's Opinion 2012-014:

That the Board accept the attached information concerning the Attorney General's Opinion 2012-14.

2. Recommendation Concerning the Beach Bum Trolley v. Escambia County Area Transit, FTA Docket No. 2007-0025, Complaint No. 11-04

That the Board recognize the attached Opinion filed on May 4, 2012, before the Federal Transit Administration, denying Complainant, Beach Bum Trolley's Complaint against Escambia County and Escambia County Area Transit.



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



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

**AI-2592**

**Proclamations 6.**

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Adoption/Ratification of Proclamations

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

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Proclamations.

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

- A. Adopt the Proclamation commending and congratulating the J.M. Tate High School "Aggies" Mock Trial Team, for attaining the standards of excellence necessary to become the 2012 Florida Mock Trial State Champions;
- B. Adopt the Proclamation proclaiming May 20-26, 2012, as "Emergency Medical Services Week" in Escambia County;
- C. Adopt the Proclamation proclaiming May 20-26, 2012, as "Public Works Week" in Escambia County; and
- D. Ratify the Proclamation dated May 2, 2012, commending and congratulating James and Betty Salter on their retirement, after 30 years of dedicated service to the community through their work with Habit for Humanity.

**BACKGROUND:**

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Proclamations May 17 2012

## **PROCLAMATION**

**WHEREAS**, the Florida High School Mock Trial Competition is an academic competition in which a team of students simulate the roles of both attorneys and witnesses in a fictional trial situation. Case materials, questions and answers, and other resources are posted on-line by the Florida Law Related Education Association, Inc.; and

**WHEREAS**, after winning the local District Championship, the J.M. Tate High School Mock Trial Team continued to the State Competition, defeating 18 other district Championship Teams from across Florida to win the 2012 State of Florida Championship title; and

**WHEREAS**, as the State of Florida Champions, team members **Asia Cravens, Sarah Barlow, Tatiana Teate, Amy Sapp, Andrew Belt, Hannah Malone, Breanna Riddell, Tanner Newman, Matthew Bailey, Chance Sturup, Ryan Colburn**, their Teacher-Coach, **Angie Sapp**, and their Attorney-Coach, **Travis Johnson**, represented the State of Florida in the High School Mock Trial National Championships, recently held in Albuquerque, New Mexico, where they finished 13th in the nation, competing against State Championship teams from around the U.S., as well as teams from as far away as South Korea, Guam, and the Commonwealth of the Northern Mariana Islands. At the National Championships, team member Amy Sapp was also named one of only seven Outstanding Attorneys in the nation.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates the J.M. Tate High School "Aggies" Mock Trial Team, for attaining the standards of excellence necessary to become the 2012 Florida Mock Trial State Champions.

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

---

*Wilson B. Robertson, Chairman  
District One*

*Gene M. Valentino, Vice Chairman  
District Two*

*Marie Young, District Three*

*Grover C. Robinson IV, District Four*

*Kevin W. White, District Five*

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

---

*Deputy Clerk*

**Adopted: May 17, 2012**

**PROCLAMATION**

**WHEREAS**, highly-trained Paramedics and Emergency Medical Technicians provide medical care and assistance to victims of sudden life-threatening injuries and illnesses to save lives or minimize serious injury to themselves or others; and

**WHEREAS**, these healthcare professionals routinely provide emergency services in less than ideal locations and often under arduous and volatile conditions; and

**WHEREAS**, dedicated emergency medical personnel provide specialized, uninterrupted service to Escambia County 24 hours a day, 7 days a week; and

**WHEREAS**, both residents and visitors have been pleased recipients of their professionalism and this high-performance system; and

**WHEREAS**, it is critical the general public be made aware of, understand and support, and effectively use their local emergency medical services system; and

**WHEREAS**, recognition is due all emergency medical personnel serving in a variety of roles for their unselfish dedication to Escambia County residents and visitors.

**NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 20 – 26, 2012, as

**“EMERGENCY MEDICAL SERVICES WEEK”**

in Escambia County and urges all citizens to recognize and express appreciation to those Paramedics and Emergency Medical Technicians who answer “The Call”, dedicating their lives to emergency medical care.

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

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

Gene M. Valentino, Vice Chairman  
District Two

Marie Young, District Three

Grover C. Robinson IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT**

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

Adopted: May 17, 2012

**PROCLAMATION**

**WHEREAS**, *Public Works services provided in Escambia County are an integral part of the quality of life in the everyday lives of its residents; and*

**WHEREAS**, *the health, safety, and comfort of its citizens greatly depends on the services provided by the Public Works profession; and*

**WHEREAS**, *the support and understanding by an informed citizenry is vital to the fiscal management of any Public Works program; and*

**WHEREAS**, *the quality of effectiveness of Public Works activities, as well as planning, design, and construction is vitally influenced by the efforts and skills of employees working for governmental entities and of businesses whose livelihood is dependent upon the Public Works industry; and*

**WHEREAS**, *efficiency and morale of the qualified and dedicated personnel who work in the Public Works profession is materially influenced by the public's attitude and understanding of the importance of the work they perform; and*

**WHEREAS**, *it is the goal of the Public Works profession to establish community-wide educational programs to help citizens/students know and understand the world of Public Works.*

**NOW, THEREFORE**, *the Board of County Commissioners of Escambia County, Florida, does hereby proclaim May 20-26, 2012, as*

***"Public Works Week"***

*in Escambia County, and commends all Public Works professionals for their dedication and the outstanding services they provide for the citizens of Escambia County.*

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

---

*Wilson B. Robertson, Chairman  
District One*

*Gene M. Valentino, Vice Chairman  
District Two*

*Marie Young, District Three*

*Grover C. Robinson IV, District Four*

*Kevin W. White, District Five*

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

---

*Deputy Clerk*

*Adopted: May 17, 2012*

## PROCLAMATION

**WHEREAS**, Pensacola Habitat for Humanity was founded in 1981 as an affordable housing ministry, providing service to Escambia and Santa Rosa Counties; and

**WHEREAS**, James and Betty Salter have dedicated a lifetime to improving the lives of individuals and to serving the community through their work with Habitat for Humanity; and

**WHEREAS**, Betty Salter has been actively involved with Pensacola Habitat for Humanity since 1981 and has received numerous awards, including the Florida State Governor's Points of Light Award in 2000, the Lifetime Achievement Award for Outstanding Women in Business in 2006, and the first-ever Lifetime Achievement Award from Habitat for Humanity, International; and

**WHEREAS**, James Salter retired from Bellsouth in 1987 and joined his wife, Betty, in full-time service to Habitat for Humanity. He was named volunteer of the year by Volunteer Pensacola in 1993; and

**WHEREAS**, James and Betty Salter were the 2010 winners of the Pensacola Area Commitment to Excellence (PACE) "Spirit of Pensacola" Award; and

**WHEREAS**, after 30 years of service, the Salters have retired from Habitat for Humanity.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates James and Betty Salter upon their retirement and sincerely thanks them for their 30 years of service to the community through their work with Habitat for Humanity.

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



Wilson B. Robertson, Chairman  
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST:

Ernie Lee Magaha  
Clerk of the Circuit Court

  
Deputy Clerk

Dated: May 2, 2012





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

**AI-2586**

**Proclamations 7.**

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Adoption of Retirement Proclamations

**From:** Ron O. Sorrells, Human Resources Director

**Organization:** Human Resources

**CAO Approval:**

---

**RECOMMENDATION:**

Retirement Proclamations.

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

A. The Proclamation commending and congratulating Daniel W. Ard, Equipment Operator III, Public Works Department, on his retirement after 18 years of service;

B. The Proclamation commending and congratulating Richard A. Hawkins, Fire Captain, Public Safety Department, on his retirement after 27 years of service; and

C. The Proclamation commending and congratulating Mary E. Hines, Emergency Medical Specialist, Public Safety Department, on her retirement after 30 years of service.

**BACKGROUND:**

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A



**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Retirement Proclamations 051712

**PROCLAMATION**

*WHEREAS, Daniel W. Ard worked as a County employee very faithfully for 18 years, retiring as an Equipment Operator III with the Public Works Department, Infrastructure 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 Daniel W. Ard on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Daniel W. Ard for 18 years of faithful and dedicated service as a County employee.*

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

---

*Wilson B. Robertson, Chairman, District One*

*Gene M. Valentino, Vice Chairman, District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, District Four*

*Kevin W. White, District Five*

**ATTEST: ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

---

*Deputy Clerk*

*Adopted: May 17, 2012*

**PROCLAMATION**

*WHEREAS, Richard A. Hawkins worked as a County employee very faithfully for 27 years, retiring as a Fire Captain with the Public Safety Department, Fire Services 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 Richard A. Hawkins on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Richard A. Hawkins for 27 years of faithful and dedicated service as a County employee.*

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

---

*Wilson B. Robertson, Chairman, District One*

*Gene M. Valentino, Vice Chairman, District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, District Four*

*Kevin W. White, District Five*

**ATTEST: ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

---

*Deputy Clerk*

*Adopted: May 17, 2012*

**PROCLAMATION**

*WHEREAS, Mary E. Hines worked as a County employee very faithfully for 30 years, retiring as an Emergency Medical Specialist with the Public Safety Department, Emergency Medical Services 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 Mary E. Hines on her retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Mary E. Hines for 30 years of faithful and dedicated service as a County employee.*

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

---

*Wilson B. Robertson, Chairman, District One*

*Gene M. Valentino, Vice Chairman, District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, District Four*

*Kevin W. White, District Five*

**ATTEST: ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

---

*Deputy Clerk*

*Adopted: May 17, 2012*



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

**AI-2525**

**Written Communication 8. A.**

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Environmental (Code) Enforcement Lien Relief – 208 Alton Road

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:**

---

**RECOMMENDATION:**

March 20, 2012 - Communication from Heidi Rogers, American Homeowners Preservation Fund, L.P., requesting that the Board provide relief of Code Enforcement Lien against property located at 208 Alton Road.

Recommendation: That the Board review and consider lien relief request made by Heidi Rogers against property located at 208 Alton Road.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H 2. 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.

Heidi Rogers, American Homeowners Preservation Fund, L.P., has no other recourse, but to appeal before the Board under Written Communication.

**BACKGROUND:**

August 13, 2010 The Office of Environmental Enforcement received complaint for overgrowth, trash and debris and unsecure structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.

Notice of violation received and signed for by owner Michelle Neely on August 18, 2010

August 31, 2010 Officer reinspected property. Violations remained. Photos taken. Citation issued via certified mail. Mail returned marked “Refused”.

Violations remain. Photos taken.

October 21, 2010 Title search was requested and reveals title vested in Michelle Neely.

Violations remain. Photos taken on November 11, 2010.

December 3, 2010 A Notice of Hearing sent both regular and certified mail. Notice received by Jenny Caro. Copy of hearing posted on property and photos taken.

December 14, 2010 Hearing was held. \$1,100 court cost awarded to Escambia County and one time fine of \$5,000.00.

Copy of Order mailed to owner both regular and certified mail on December 15, 2010. Both orders returned marked "Refused".

January 31, 2010 A Letter of Non-compliance sent to owner. Both letters returned marked "Unclaimed".

Property abated by Escambia County on July 11, 2010. Affidavit of compliance signed by Abatement Officer.

Letter sent to owner stating abatement completed by county. Letter returned marked "Unclaimed" on July 18, 2010.

December 2, 2010 A Certification of Cost signed by Special Magistrate and recorded in Official Records.

**BUDGETARY IMPACT:**

Lien amount Cost

Court Cost \$1,100.00

Abatement Cost \$400.00

Fines(one time fine) \$5.000.00

TOTAL \$6,500.00

This amount does not include the Clerk's recording fees or interest.

**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**

208 Alton Road



# AMERICAN HOMEOWNER PRESERVATION, LLC



## OHIO

### Facsimile transmittal

To: Sandra Slay, Manager Environmental Enforcement. \_\_\_\_\_  
Fax: 18505951840 \_\_\_\_\_

From: American Home Preservation - (513) 729-9720  
Date: Mar 20, 2012 \_\_\_\_\_

Re: Lien Waiver \_\_\_\_\_ Pages: 2 \_\_\_\_\_

**Urgent For Review Please Comment Please Reply**

**Notes or Comments** \_\_\_\_\_

**Request for lien waiver for 208 Alton, Pensacola, FL. Owner Michelle Neely**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Lien Waiver Form**



American Homeowner Preservation

**Date:** March 20, 2012

**To:** Sandra Slay, Manager Environmental Enforcement

**Owner's Information**

**Owner's Name:** Michelle Neely

**Property Address:** 208 Alton Road  
Pensacola, FL

*Comments: American Homeowner Preservation Fund, L.P. is now the Primary lien holder on the property listed above. The owner, Michelle Neely, has abandoned the property and is currently going through the foreclosure process. AHP would like to avoid foreclosure on this home. There are local investors that are interested in purchasing and renovating the home. There is currently a county lien of \$6629.00 against the property which exceeds the market value of the home. We are requesting a waiver of the lien.*

*Heidi Rogers*

*American Homeowner Preservation LLC*

*Phone: 312-386-5681 office | 513-729-9720 fax*

*Email: [H.rogers@ahphelp.com](mailto:H.rogers@ahphelp.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:** 208 Alton Road  
**Property Owner:** Michelle Neely  
**Original Complaint:** Overgrowth, trash, debris and unsecured structure  
**EE Case #:** CE 100804675

- 08/13/10** Received complaint for overgrowth, trash and debris and unsecure structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 08/18/10** Notice of violation received and signed for by owner Michelle Neely.
- 08/31/10** Reinspection conducted. Violations remained. Photos taken. Citation issued via certified mail. Mail returned marked "Refused".
- 09/21/10** Violations remain. Photos taken.
- 10/21/10** Title search requested and reveals title vested in Michelle Neely.
- 11/05/10** Violations remain. Photos taken.
- 12/03/10** Notice of Hearing sent both regular and certified mail. Notice received by Jenny Caro. Copy of hearing posted on property and photos taken.
- 12/14/10** Hearing held. \$1,100 court cost awarded to Escambia County and one time fine of \$5,000.00.
- 12/15/10** Copy of Order mailed to owner both regular and certified mail. Both orders returned marked "Refused".
- 01/31/11** Letter of Non-compliance sent to owner. Both letters returned marked "Unclaimed".
- 07/11/11** Property abated by Escambia County. Affidavit of compliance signed by Abatement Officer.
- 07/18/11** Letter sent to owner stating abatement completed by county. Letter returned marked "Unclaimed".
- 12/02/11** Certification of Cost signed by Special Magistrate and recorded in Official Records.

<b>Lien amount</b>	<b><u>Cost</u></b>
<b>Court Cost</b>	<b>\$1,100.00</b>
<b>Abatement Cost</b>	<b>\$400.00</b>
<b>Fines(one time fine)</b>	<b><u>\$5,000.00</u></b>
<b>TOTAL</b>	<b>\$6,500.00</b>

**This amount does not include the Clerk's recording fees or interest.**

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-08-04675  
Location: 208 Alton Road  
PR# 382S30-1002-005-002

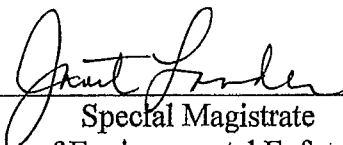
Michelle Neely  
1392 Autumn Breeze  
Gulf Breeze, FL 32563

**ORDER**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of December 14, 2010; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d) and 30-203 (u), (x) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated December 14, 2010.

Itemized	Cost
a. Fines (one time fee)	\$ 5,000.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ <u>400.00</u>
Total:	\$ 6,500.00

DONE AND ORDERED at Escambia County, Florida on this 2nd day of December, 2011.

  
\_\_\_\_\_  
Special Magistrate  
Office of Environmental Enforcement



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

**AI-2488**

**Written Communication 8. B.**

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Environmental (Code) Enforcement Lien Relief –1180 Broad Street

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:**

---

**RECOMMENDATION:**

April 10, 2012 - Email communication from Mary Riddle, REO Closing Coordinator, Sellstate Gulf Coast Realty, requesting that the Board provide relief of the fines relative to a Code Enforcement Lien, recorded in Official Records Book 6442, at Page 346, against property located at 1180 Broad Street.

Recommendation: That the Board review and consider lien relief request made by Mary Riddle against property located at 1180 Broad Street.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. 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.

Mary Riddle has no other recourse but to appeal before the Board under Written Communication.

**BACKGROUND:**

September 10, 2008 Our officer received complaint. Officer investigated and observed nuisance conditions, trash, debris, overgrowth and unsafe structure. Notice of violation posted on property and photos taken.

Notice of violation sent to owner both regular and certified mail.

Both letters returned marked "Return to sender, vacant, unable to forward".

Several reinspections conducted over the a month. Violations remained.

December 5, 2008 A title search ordered. Title vested in Marcelo and Maria Solorzano. Mortgage

held by Accredited Home Lenders.

Notice of violation sent to mortgage company. Notice of violation received on 01/12/09.

January 14, 2009 A reinspection conducted and violations remained.

March 6, 2009 A Special Magistrate hearing requested and copy of hearing posted on property.

Notice of Hearing mailed to both owners and bank. Letters to owners returned.

Hearing held on March 24, 2009. Court cost award to Escambia County in the amount of \$1,100.00, \$100.00 per day fine with a deadline of 04/08/09.

Copy of order mailed to bank and owners both regular and certified mail. Order mailed to owner returned marked "Unable to forward". Mortgage company received their order on 3/30/09.

April 8, 2009 A reinspection was conducted and violations remained. Affidavit of Non-compliance filed by officer.

May 21, 2009 A Letter of Non-compliance mailed to the bank and owners both regular and certified mail. Letter sent to owner returned.

January 7, 2010 Safe Guard Properties abated violations for Chase Home Finance.

**BUDGETARY IMPACT:**

Court Cost: \$1,100.00

Fines: \$27,400.00

Total: \$28,500.00

This amount does not include the Clerk's recording fees or interest.

**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**

1180 Broad Street

## Sandra F Slay

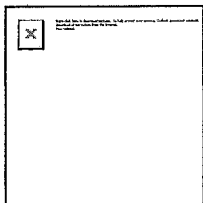
---

**From:** Mary Riddle [mmiddle@sellstategcr.com]  
**Sent:** Tuesday, April 10, 2012 10:42 AM  
**To:** Sandra F Slay  
**Subject:** 1180 Broad Street, Pensacola, FL 32534 - [REO-25725-115b0]

Good Morning:

We are the listing agent for the above foreclosure property and represent the bank. The property is currently under contract and the closing agent has provided us with a copy of a code enforcement lien filed in OF 6442, Page 346. It appears that the base lien amount was \$1,100.00 and recording/copy fees. There is also a \$100.00 fine per day from 04/08/2009. The payoff sent to us by the closing agent shows a total payoff of \$28,619.00. The list price for this property is only \$13,860.00. Can we be scheduled for the next commissions meeting to ask for the fines to be reduced? We are unable to proceed with the closing until this is resolved. Thanks for your help.

Mary Riddle  
REO Closing Coordinator  
Sellstate Gulf Coast Realty  
5705 N Davis Hwy  
Pensacola, FL 32503  
Direct - 850.472.2526  
Fax - 850.434.3788  
[mriddle@sellstategcr.com](mailto:mriddle@sellstategcr.com)



Privileged and/or confidential information may be contained in this message. If you are not the addressee indicated in this message (or are not responsible for delivery of this message to that person), you may not copy or deliver this message to anyone. In such case, you should notify the sender by reply email and destroy this message.



Please consider the environment before printing this e-mail!

CE08080059



## Office of Environmental Enforcement



3363 W Park Place  
Pensacola, Florida 32505  
Phone: 850-595-1820  
Fax: 850-5951840  
Sandra Slay Manager

**Owner:** Marcelo and Maria Isabel Solorzano  
**Address:** 1180 Broad Street  
**Violations:** Trash, debris, overgrowth, nuisance conditions and unsafe structure

- 09/10/08** Received complaint. Officer investigated and observed nuisance conditions, trash, debris, overgrowth and unsafe structure. Notice of violation posted on property and photos taken.
- 09/16/08** Notice of violation sent to owner both regular and certified mail.
- 09/21/08** Both letters returned marked "Return to sender, vacant, unable to forward".
- 10/2011** Several reinspections conducted over the last month. Violations remained.
- 12/05/08** Title search ordered. Title vested in Marcelo and Maria Solorzano. Mortgage held by Accredited Home Lenders.
- 01/08/09** Notice of violation sent to mortgage company. Notice of violation received on 01/12/09.
- 01/14/09** Reinspection conducted and violations remained.
- 03/06/09** Special Magistrate hearing requested and copy of hearing posted on property.
- 03/04/09** Notice of Hearing mailed to both owners and bank. Letters to owners returned.
- 03/24/09** Hearing held. Court cost award to Escambia County in the amount of \$1,100.00, \$100.00 per day fine with a deadline of 04/08/09.
- 03/26/09** Copy of order mailed to bank and owners both regular and certified mail. Order mailed to owner returned marked "Unable to forward". Mortgage company received their order on 3/30/09.
- 04/08/09** Reinspection conducted and violations remained. Affidavit of Non-compliance filed by officer.
- 05/21/09** Letter of Non-compliance mailed to the bank and owners both regular and certified mail. Letter sent to owner returned.



**01/07/10      Safe Guard Properties abated violations for Chase Home Finance.**

**Court Cost: \$1,100.00**

**Fines:        \$27,400.00**

**Total:        \$28,500.00**



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

**AI-2575**

**Written Communication 8. C.**

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Written Communication - Non-Ad Valorem Special Assessments - J. Wesley Singleton

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

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

April 30, 2012 - Communication from J. Wesley Singleton requesting that the Board provide relief from penalties and interest on delinquent ad valorem special assessments against the property located at 10 Seashore Drive, Pensacola Beach, Florida.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Written Communication - J Wesley Singleton

Escambia County of Board of County Commissioners April 30, 2012  
Attn: Shirley Gafford  
P.O. Box 1591  
Pensacola, FL 32591-1591

From: J. Wesley Singleton  
10 Seashore Drive  
Pensacola Bch. FL 32561-2427  
Cell: 404-395-1097

This in regard to letter I received dated April 11, 2012 regarding MSBU fees and liens attached to above listed property. I met with C. Robinson late March and was advised the Commissioners were working on a proposal that would relieve tax liens for extra ordinary circumstances regarding unpaid MSBU fees. Research determined that my fees were being mailed to a Georgia residence that I had not lived there since 1993. This years fees due end of March also had been mailed to the Georgia address.

At C. Robson's request I wrote a check for all back fees at Mrs. Robinson office clerk of court. There are no unpaid MSBU fees to date and my address has been corrected with the county attorney.

I am requesting consideration the late fees and tax liens be removed from above property.

Regards,

J. Wesley Singleton

cc: Comm. Robinson  
Assistant County Attorney: Stephen G. West  
Dir. Judicial Serv. Off. Records Div.: Brenda B. Robinson

file: JWS

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF THE COUNTY ATTORNEY



221 PALAFOX PLACE, SUITE 430  
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970  
TELEFAX: (850) 595-4979

ALISON PERDUE ROGERS  
County Attorney  
Board Certified City, County, and  
Local Government Law

CHARLES V. PEPLER  
Deputy County Attorney  
Board Certified Civil Trial Law

STEPHEN G. WEST  
Assistant County Attorney  
Board Certified Real Estate Law

RYAN E. ROSS  
Assistant County Attorney  
Board Certified City, County, and  
Local Government Law

KRISTIN D. HUAL  
Assistant County Attorney

April 11, 2012

J. Wesley Singleton  
10 Seashore Drive  
Pensacola Beach, FL 32561

Re: Non-Ad Valorem Special Assessments

Dear Mr. Singleton:

In response to your recent inquiry, enclosed please find a copy of Ordinance 2012-10, which was adopted by the Board of County Commissioners on April 5, 2012. As you will note, the ordinance provides a process for applicants to request relief from penalties and interest on delinquent non-ad valorem special assessments against property located on Santa Rosa Island. You may direct your written requests for this relief to:

Escambia County Board of County Commissioners  
Attn: Shirley Gafford  
P.O. Box 1591  
Pensacola, FL 32591-1591

If you have any questions or if our office can provide any additional information, please feel free to call.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Stephen G. West", is written over the typed name.

Stephen G. West

SGW/cks



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

**AI-2482**

**Public Hearings 10.**

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Public Hearing Establishing an EDATE for Navy Federal Credit Union (NFCU) Building #4

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

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting an Ordinance establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for, Navy Federal Credit Union (NFCU), Building #4 for 100% of their business expansion for up to 10 years.

Recommendation: That the Board adopt an Ordinance establishing an Economic Development Ad Valorem Tax Exemption, for Navy Federal Credit Union, Building #4, for 100% of its business expansion for up to 10 years.

**BACKGROUND:**

On March 19, 2009 the Board adopted a Resolution establishing the Board's intent to adopt an Ordinance for an Economic Development Ad Valorem Tax Exemption (EDATE) for Navy Federal Credit Union, Building #4/Phase IV for up to 10 years for a business expansion.

NFCU, Building #4/Phase IV, will provide up to 800 additional jobs with a average annual salary range of \$31,900 - \$35,900, bringing the average wage of all employees at their Heritage Oaks Campus to \$38,000 and will allow plus benefits valued at 40%. Building #4/Phase IV of NFCU Heritage Oaks Commerce Park development will bring total office space to nearly 600,000 square feet and, when fully staffed, have a workforce of 1,800 and an annual payroll of more than \$70 million by 2017.

**BUDGETARY IMPACT:**

The Property Appraiser's Office estimates loss of revenue for the current Fiscal Year for this specific EDATE to be \$574,604.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Ordinance was approved by the County Attorney's Office as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

A copy of the Ordinance will be filed with the Escambia County Property Appraiser's Office. The original will be filed with the Department of State.

---

**Attachments**

NFCU Ordinance & Backup

ORDINANCE NUMBER 2012-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA ENCOURAGING ECONOMIC DEVELOPMENT IN THE COUNTY; ESTABLISHING AN EXEMPTION FROM CERTAIN ESCAMBIA COUNTY AD VALOREM TAXATION FOR NAVY FEDERAL CREDIT UNION, AN EXPANDING BUSINESS, PURSUANT TO SECTION 196.1995, FLORIDA STATUTES; PROVIDING FOR SHORT TITLE; PROVIDING FOR THE GRANTING OF AND LEGISLATIVE INTENT FOR AN EXEMPTION AS THE EXPANSION OF AN EXISTING BUSINESS PURSUANT TO SECTION 196.1995(8), FLORIDA STATUTES; PROVIDING FOR CERTAIN COUNTY AD VALOREM TAX INFORMATION RELATING TO THE GRANTING OF SUCH EXEMPTION; PROVIDING AN EXPIRATION DATE OF TEN YEARS FOR SUCH EXEMPTION; PROVIDING A FINDING OF FACT THAT NAVY FEDERAL CREDIT UNION MEETS THE DEFINITION IN SECTION 196.012(16), FLORIDA STATUTES, OF THE EXPANSION OF AN EXISTING BUSINESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 196.1995, Florida Statutes, as amended, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain economic development ad valorem tax exemptions (EDATES) for an expanding business established in the County meeting certain statutory requirements; and

**WHEREAS**, Navy Federal Credit Union is such a business, which has made application to the County for an economic development ad valorem tax exemption for the assessed value of certain improvements to real property and of tangible personal property of Navy Federal Credit Union located at 5550 Heritage Oaks Drive, Pensacola, Florida; and

**WHEREAS**, the Board of County Commissioners finds that the granting of this economic development ad valorem tax exemption to Navy Federal Credit Union is in the best interests of the health, safety, and welfare of the citizens of Escambia County.

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

**Section 1. Short Title.**

This ordinance shall be known as County Ordinance 2012-\_\_\_\_\_ "Economic Development Ad Valorem Tax Exemption, Navy Federal Credit Union."

**Section 2. Grant and Legislative Intent.**

After consideration of the report of the Escambia County Property Appraiser and the request of Navy Federal Credit Union filed with the Board of County Commissioners on February 15, 2012 and in accordance with the procedures set forth in Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances, "Economic Development Ad Valorem Tax Exemption Regulations of Escambia County, Florida" (Ordinance No. 92-43), the Board of County Commissioners hereby grants and establishes for a period of ten (10) years, effective for calendar year 2012, an exemption from County ad valorem

taxation as provided for in Section 196.1995(7), Florida Statutes, as amended, of one hundred percent (100%) of the assessed value of certain improvements to real property and to the tangible personal property of Navy Federal Credit Union more particularly described in "Exhibit A" attached hereto and incorporated by reference.

It is the intent of this ordinance that this exemption shall be given for express purpose of facilitating the expansion of the existing business, as defined in Section 196.012(16), Florida Statutes. It is the further intent of this ordinance that the exemption hereby granted to Navy Federal Credit Union shall be solely on the account of and for the use and benefit of said business.

**Section 3. Ad Valorem Tax Revenues.**

Pursuant to Section 196.1995(9), Florida Statutes, as amended, the following has been determined by the Property Appraiser:

- a. Total Revenue available to the County for the current fiscal year from ad valorem tax sources is \$95,948,415.
- b. Revenue lost to the County for the current fiscal year by virtue of exemptions previously granted under this section is \$1,788,018.
- c. Estimate of revenue, which would be lost to the County during the current fiscal year, if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation is \$574,604.
- d. Estimate of the taxable value lost to the County if the exemption applied for were granted:
  - (1) Improvements to real property \$77,877,523.
  - (2) Tangible personal property \$4,497,129.

**Section 4. Expiration Date.**

The Economic Development Ad Valorem Tax Exemption granted to Navy Federal Credit Union, an expanding business, shall be for a period of ten (10) years and shall expire on December 31, 2021 at 12:01 a.m.

**Section 5. Finding of Fact.**

The Board of County Commissioners of Escambia County, Florida finds that Navy Federal Credit Union is an expansion of an existing business as defined by Section 90-148, Escambia County Code of Ordinances and Section 196.012(16), Florida Statutes, as amended.

**Section 6. Rating.**

The Board of County Commissioners of Escambia County, Florida finds that Navy Federal Credit Union qualifies for a 100% County ad valorem tax exemption for ten (10) years based upon receiving thirteen (13) out of thirteen (13) points under the criteria found in Section 90-147, Escambia County Code of Ordinances. Navy Federal Credit Union accumulated five (5) points under the Capital Investment category, five (5) points under the Number of



Employees category, and three (3) points under the Wage Rate category for a total of thirteen (13) points. As a result, pursuant to Section 90-147(4), Escambia County Code of Ordinances, Navy Federal Credit Union shall receive a 100% ad valorem tax exemption for a period of ten (10) years.

**Section 7. Severability.**

In any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 8. 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 9. Effective Date.**

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

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court**

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

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

**(Seal)**

**Enacted: \_\_\_\_\_  
Filed with Department of State: \_\_\_\_\_  
Effective: \_\_\_\_\_**

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: HCA  
Date: 5/1/12

Escambia County Property Appraiser  
**041S311200000007 - Full Legal Description**

LT 7 HERITAGE OAKS COMMERCE PARK PB 17 P 60/60A OR 5532 P  
867 ALSO ADJ VAC R/W OR 6671 P 1989

# ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION

## Chapter 196.1995, Florida Statutes

DR-418  
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both,  
no later than March 1 of the year the exemption is desired to take effect.

1 Business name <b>Navy Federal Credit Union</b>			Mailing address <b>5550 Heritage Oaks Drive Pensacola, Florida 32526</b>			
2 Please give name and telephone number of owner or person in charge of this business. Name <b>Debbie Calder, Senior Vice President, GPO</b>			Telephone number <b>850-912-0100</b>			
3 Exact Location (Legal Description and Street Address) of Property for which this return is filed <b>041S31-1200-000-007 Lot 7, 041S31-1200-000-006 (Lot 6) and -41S31-1200-000-008 (Lot 8)- Building 4</b>					4 Date you began, or will begin, business at this facility <b>April 2011</b>	
5 Description of the improvements to real property for which this exemption is requested <b>224,000 sq ft 3 story office building (\$77,877,523.) Building is rests primarily on lot 7 and parts of lots 6 and 8</b>					Date of commencement of construction of improvements <b>Mar 2009</b>	
6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased						<b>APPRAISER'S USE ONLY</b>
Class or Item			Age	Date of Purchase	Taxpayer's Estimate of	
				Original Cost	Cond*	Fair Market Rent
ISA/Computer Equipment and Workstations				\$ 3,196,665	good	\$
Telecom Equipment				\$ 520,527	good	\$
Misc Equipment and Furniture				\$ 779,937	good	\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
				\$		\$
Average value of inventory on hand: <b>\$4,497,129</b>				*Condition: good, avg (average), or poor		
Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.						
7 Do you desire exemption as a <input type="checkbox"/> new business or <input checked="" type="checkbox"/> expansion of an existing business					9 Trade levels (check as many as apply)	
8 Describe type or nature of your business <b>Financial Services -- Credit Union</b>					<input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Professional <input type="checkbox"/> Service <input checked="" type="checkbox"/> Office <input checked="" type="checkbox"/> Other, specify: <b>Financial</b>	
10 Number of full-time employees to be employed in Florida						
If an expansion of an existing business:			Net increase in employment <b>228</b>	<b>14</b>	%	Increase in productive output resulting from this expansion
11 Sales factor for the facility requesting exemption:						
Total sales in Florida from this facility-one (1) location only			divided by	Total sales everywhere from this facility-one (1) location only		= %
12 For office space owned and used by a corporation newly domiciled in Florida			Date of incorporation in Florida		Number of full-time employees at this location	
I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)						
Date <b>February 15, 2012</b>			Signature, preparer <i>James Wilson</i>		Preparer's address <b>5550 Heritage Oaks Drive Pensacola, Florida 32526</b>	
Signature, taxpayer <i>Debbie Calder</i>			Preparer's telephone number <b>850-912-0104</b>			
Title <b>Senior Vice President, Greater Pensacola Operations</b>						

### Property Appraiser's Use Only

I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	<b>\$95,948,415</b>
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	<b>\$1,788,018</b>
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	<b>\$574,604</b>
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted Improvements to real property <b>\$ 77,877,523</b> Personal property <b>\$ 4,497,129</b>	
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a <input type="checkbox"/> new business <input checked="" type="checkbox"/> expansion of an existing business <input type="checkbox"/> neither	
VI	Last year for which exemption may be applied	<b>2021</b>

Application to be filed not later than March 1

**3-30-2012**  
Date

*Janney Smith*  
Signature, Property Appraiser  
**for Chris Jones**

**Navy Federal Credit Union - Pensacola**  
**Multiple Worksite Report - Florida UI 0205761**

Month	Report Year	Employees	Total Quarterly Wage
January	2011	1,596	
February	2011	1,596	
March	2011	1,614	\$18,418,902
April	2011	1,608	
May	2011	1,626	
June	2011	1,626	\$13,992,038
July	2011	1,664	
August	2011	1,704	
September	2011	1,715	\$17,468,785
October	2011	1,733	
November	2011	1,755	
December	2011	1,824	\$19,814,636

NFCU - Info from 2011 biweekly payroll

Escambia	<b>2011 Total Annual Gross Wages</b>	<b>\$72,779,900</b>
	2011 Employee Average	1,770
	2011 Average Salary	\$41,118.59

Report ID: TAX004  
 Company: NFC Navy Federal Credit Union  
 Fed EIN: 53-0116705

Navy Federal Credit Union  
 Multiple Worksite Report  
 Quarter 1, 2011  
 FLORIDA UI Number: 0205761

Page No. 12  
 Run Date 04/13/2011  
 Run Time 13:32:53

Worksite (or Trade) Name Street Address UI-Rpt-Cd Tax-Locatn Short-Desc -----	Employees in Pay Period Which Includes the 12th of			Total Quarterly Wages Of Worksite -----
	Jan	Feb	Mar	
Ortega MSC Target Shopping Center 6331 Roosevelt Blvd. Suite #12 Jacksonville, FL 32244 ORT Ort MSC	18	17	17	217,093
Pace 4891 Highway 90 Pace, FL 32571 PAC PAC	9	9	9	88,860
Panama City MSC Naval Support Activity Panama City 101 Vernon Avenue Bldg #395 Panama City, FL 32407-7001 PAN PANFL	6	6	6	60,081
Heritage Oaks 5550 Heritage Oaks Drive Pensacola, FL 32526 PCC Heritage O	1,596	1,596	1,614	18,418,902
Pensacola MSC 9070 W Hwy 98 Pensacola, FL 32506 PFW PFW	21	21	21	247,489
Teleworker-Fernandina Bch, FL 2609 Countess of Egmont St. Fernandian Beach, FL 32034 R023 Tel-FL	1	1	1	54,027
Regency Square 9583 Regency Square Blvd N. Jacksonville, FL 32225 RSQ Reg Sqr	17	16	18	178,095
St. Johns MSC 11300 Beach Blvd. Jacksonville, FL 32246 SJS St. Johns	16	16	15	183,287
*** Out-of-state worksite *** Buckhead Loehmans Plaza 2490 Briarcliff Rd. Suite 43 Atlanta, GA 30329 BKH Buckhead	0	0	0	3,580
State Total	1,821	1,817	1,836	21,076,921

NOTE: An unreconciled difference of \$1,476 between this report and TAX002FL has been posted to Tax-Location PCC.

Report ID: TAX004  
 Company: NFC Navy Federal Credit Union  
 Fed EIN: 53-0116705

Navy Federal Credit Union  
 Multiple Worksite Report  
Quarter 2, 2011  
 FLORIDA UI Number: 0205761

Page No. 12  
 Run Date 07/18/2011  
 Run Time 10:23:24

Worksite (or Trade) Name Street Address UI-Rpt-Cd Tax-Locatn Short-Desc -----	Employees in Pay Period Which Includes the 12th of			Total Quarterly Wages Of Worksite -----
	Apr	May	Jun	
Pace 4891 Highway 90 Pace, FL 32571 PAC PAC	9	10	11	73,365
Panama City MSC Naval Support Activity Panama City 101 Vernon Avenue Bldg #395 Panama City, FL 32407-7001 PAN PANFL	6	6	6	50,080
Patrick AFB 1024 A1A - Suite 26-A6 & 26-A7 Satellite Beach, FL 32937 PAT Pat AFB	0	0	3	3,658
Heritage Oaks 5550 Heritage Oaks Drive Pensacola, FL 32526 PCC Heritage O	1,608	1,626	1,626	13,992,038
Pensacola MSC 9070 W Hwy 98 Pensacola, FL 32506 PFW PFW	20	18	18	173,018
Teleworker-Fernandina Bch, FL 2609 Countess of Egmont St. Fernandian Beach, FL 32034 R023 Tel-FL	1	1	1	22,176
Regency Square 9583 Regency Square Blvd N. Jacksonville, FL 32225 RSQ Reg Sqr	16	16	16	143,169
St. Johns MSC 11300 Beach Blvd. Jacksonville, FL 32246 SJS St. Johns	19	17	16	150,089
State Total	1,834	1,850	1,852	16,079,920

NOTE: An unreconciled difference of \$870 between this report and TAX002FL has been posted to Tax-Location PCC.

Report ID: TAX004  
 Company: NFC Navy Federal Credit Union  
 Fed EIN: 53-0116705

Navy Federal Credit Union  
 Multiple Worksite Report  
 Quarter 3, 2011  
 FLORIDA UI Number: 0205761

Page No. 12  
 Run Date 09/21/2011  
 Run Time 09:30:30

Worksite (or Trade) Name Street Address UI-Rpt-Cd Tax-Locatn Short-Desc -----	Employees in Pay Period Which Includes the 12th of			Total Quarterly Wages Of Worksite -----
	Jul	Aug	Sep	
Panama City MSC Naval Support Activity Panama City 101 Vernon Avenue Bldg #395 Panama City, FL 32407-7001 PAN PANFL	6	6	6	56,704
Patrick AFB 1024 A1A - Suite 26-A6 & 26-A7 Satellite Beach, FL 32937 PAT Pat AFB	7	7	6	65,600
Heritage Oaks 5550 Heritage Oaks Drive Pensacola, FL 32526 PCC Heritage O	1,664	1,704	1,715	17,468,785
Pensacola MSC 9070 W Hwy 98 Pensacola, FL 32506 PFW PFW	18	18	18	201,162
Teleworker-Fernandina Bch, FL 2609 Countess of Egmont St. Fernandian Beach, FL 32034 R023 Tel-FL	1	1	1	26,760
Regency Square 9583 Regency Square Blvd N. Jacksonville, FL 32225 RSQ Reg Sqr	17	17	16	162,549
River City 550 Airport Drive Jacksonville, FL 32218 RVR River City	0	3	10	45,293
St. Johns MSC 11300 Beach Blvd. Jacksonville, FL 32246 SJS St. Johns	15	15	16	166,528
State Total	1,898	1,941	1,963	20,014,245

NOTE: An unreconciled difference of \$2,916 between this report and TAX002FL has been posted to Tax-Location PCC.

Report ID: TAX004  
 Company: NFC Navy Federal Credit Union  
 Fed EIN: 53-0116705

Navy Federal Credit Union  
 Multiple Worksite Report  
 Quarter 4, 2011  
 FLORIDA UI Number: 0205761

Page No. 12  
 Run Date 12/27/2011  
 Run Time 11:36:08

Worksite (or Trade) Name Street Address UI-Rpt-Cd Tax-Locatn Short-Desc -----	Employees in Pay Period Which Includes the 12th of			Total Quarterly Wages Of Worksite -----
	Oct	Nov	Dec	
Panama City MSC Naval Support Activity Panama City 101 Vernon Avenue Bldg #395 Panama City, FL 32407-7001 PAN PANFL	6	6	6	58,619
Patrick AFB 1024 A1A - Suite 26-A6 & 26-A7 Satellite Beach, FL 32937 PAT Pat AFB	6	6	6	60,850
Heritage Oaks 5550 Heritage Oaks Drive Pensacola, FL 32526 PCC Heritage O	1,733	1,755	1,824	19,814,636
Pensacola MSC 9070 W Hwy 98 Pensacola, FL 32506 PFW PFW	18	18	18	205,522
Teleworker-Fernandina Bch, FL 2609 Countess of Egmont St. Fernandian Beach, FL 32034 R023 Tel-FL	1	1	1	27,488
Teleworker - Pensacola, FL 3130 Seafarers Way Pensacola, FL 32526 R036 Tel - FL	0	0	1	2,096
Regency Square 9583 Regency Square Blvd N. Jacksonville, FL 32225 RSQ Reg Sqr	16	17	17	168,868
River City 550 Airport Drive Jacksonville, FL 32218 RVR River City	10	10	11	105,624
St. Johns MSC 11300 Beach Blvd. Jacksonville, FL 32246 SJS St. Johns	16	16	17	179,208
*** Out-of-state worksite *** Snellville 1709 Scenic Highway Snellville, GA 30078 SNV Snell Bran	0	0	0	300
State Total	1,980	2,000	2,075	22,540,935

NOTE: An unreconciled difference of \$10,742 between this report and TAX002FL has been posted to Tax-Location PCC.



3/19/2009/CART-2

RESOLUTION R2009- 41

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT OF NAVY FEDERAL CREDIT UNION PHASE IV AS A QUALIFIED ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) APPLICANT SUBJECT TO THE REQUIREMENTS OF SECTION 196.1995, FLORIDA STATUTES; PROVIDING THAT UPON APPROVAL OF ITS APPLICATION, AN EDATE SHALL BE GRANTED BY THE BOARD OF COUNTY COMMISSIONERS TO THE BUSINESS FOR THE EXPANSION OF AN EXISTING BUSINESS; PROVIDING FOR AN EFFECTIVE DATE.

Verified By: C. Mitchell

Date: 3/23/2009

**WHEREAS**, the expanding business under consideration for a Economic Development Ad Valorem Property Tax Exemption (EDATE) by the Board of County Commissioners is an expanding business that is considering Escambia County as the location for a major capital investment; and

**WHEREAS**, this expanding business, Navy Federal Credit Union Phase IV, will provide up to 800 additional jobs with an average annual salary range of \$31,900 - \$35,900, bringing the average wage of all employees at their Heritage Oaks campus to \$38,000 and will allow plus benefits valued at 40%; and

**WHEREAS**, Navy Federal Credit Union will invest an additional \$81 Million to develop and equip a fourth office building totaling 224,000 square feet; and

**WHEREAS**, Phase IV of Navy Federal's Heritage Oaks Commerce Park development will bring total office space to nearly 600,000 square feet and, when fully staffed, have a workforce of 1,800 and an annual payroll of more than \$70 million by 2017; and

WHEREAS, Navy Federal Credit Union has announced its determination to apply for Economic Development Ad Valorem Property Tax Exemption (EDATE) from the Board of County Commissioners.

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

Section 1. That the above recitals are true and correct and incorporated herein by referenced.

Section 2. That the Board of County Commissioners hereby supports and commends Navy Federal Credit Union's efforts as a qualified expanding business EDATE applicant under Section 196.1995, Florida Statutes.

Section 3. That upon approval of its application, an EDATE shall be granted by the Board of County Commissioners to Navy Federal Credit Union.

Section 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 19~~th~~ day of March 2009.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Date Executed

3/19/2009

By: Marie Young  
Marie Young, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court



By: Ernie Lee Magaha

This document approved as to form and legal sufficiency.

By: Justin Chual  
Title: Asst County Atty  
Date: 3/10/09



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

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

**AI-2591**

**11.**

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Committee of the Whole Recommendation

**From:** Doris Harris

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

---

**Recommendation:**

Committee of the Whole Recommendation.

**Recommendation:** The Committee of the Whole (C/W), at the May 10, 2012, C/W Workshop, recommends the Board approve offering the Escambia County BCC Voluntary Separation Incentive Program *(which provides enhanced leave payout of 100% of up to 500 hours of unused annual leave, 100% of up to 2,080 hours of unused sick leave/extended leave bank, MOB [Management Option Benefits], and health and dental insurance for a period of 12 months, after which participating employees will be eligible for COBRA [Consolidated Omnibus Budget Reconciliation Act of 1985] insurance [C/W Item 5]).*

---

**Attachments**

Voluntary Separation Incentive Program

*Escambia County BCC  
Voluntary Separation Incentive Program*

May 10, 2012

## Eligibility Criteria – Employment Status



- Full-time employee.
- Employees that are in their final year in DROP as of June 1<sup>st</sup> are not eligible for this program.
- Employees must have at least 10 consecutive years of employment with Escambia County BCC as of September 30, 2012.
  - Employees are not required to retire under the FRS Pension Plan or withdraw funds from their FRS Investment account.

## *Re-employment*

- Employees who accept the voluntary separation incentive program will not be eligible to be employed by Escambia County BCC or any of the County's elected constitutional officers in a regular, full-time capacity for 5 years.
- If an employee fails to comply with the reemployment provision, they will be required to repay the value of the health insurance benefit plus the difference between the regular and special leave payout policies outlined in the Human Resources Policy Manual.

## *Program Incentives*

- The incentive is based on the current hourly rate as of pay period ending June 1, 2012.
- Lump sum payment will be distributed in the employee's final pay check.
  - All dollars received are considered wages and are subject to Federal Income and FICA taxes.
  - All monies owed to Escambia County will be deducted from their final check. To included health and dental premiums for 12 months.

## *Program Incentives (cont)*

- Employees will be responsible to pay the same premium as an active employee for up to 12 months for the type of coverage the employee has when they separate from the country. Employee will be eligible for Cobra after 12 mos.
  - *This is for both health and dental.*
- Enhanced Leave Payout
  - Unused annual leave will be paid at 100% up to 500 hours.
  - Unused sick leave/extend leave bank will be paid at 100% up to 2080.
  - Unclassified employees will be paid for MOB.
- Employee eligible for Retirement Incentive Program will be eligible to receive it under this offer.



## *Application Procedure*

- Employees must apply in order to be considered for the program. **Even though you apply, it DOES NOT mean your application will be approved!**
  - Voluntary Separation Incentive Program Application Form
- Applications will be accepted until **June 1 by 5:00 p.m.**
  - **No** late applications will be accepted.
- This program is completely **voluntary**.
  - Employees who are interested in being considered should submit an application.
  - Employees should not feel pressured to apply or to not apply.

## *Application Procedure*

- **Employees have seven (7) calendar days after making application in which to revoke the decision to separate from service.**
- **After this revocation period, the election will be considered FINAL!**

## *Application Procedure*

- Employees will be notified of approval or disapproval of application promptly.
- Once an applicant is approved for the Voluntary Separation Incentive Program, his/her last day of employment shall be determined by the County, but will be no later than July 1, 2012.

## *Application Approval Criteria*

- The employee's position or a similar position from the same funding source must be eliminated.
- Impact on delivery of service.
- Availability of funding.



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

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

**AI-2583**

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

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Acceptance of Reports

**From:** Doris Harris

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

---

**Recommendation:**

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

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

A. Payroll Expenditures for Pay Date May 11, 2012, in the amount of \$2,101,460.43;

B. The following two Disbursement of Funds:

(1) April 26, 2012, to May 2, 2012, in the amount of \$8,939,909.35; and

(2) May 3, 2012, to May 9, 2012, in the amount of \$2,780,017.23;

C. Tourist Development Tax Collections Data for the March 2012 returns received in the month of April 2012; this is the seventh month of collection in Fiscal Year 2012, and the total collected for the month of March 2012 was \$618,669, which is a 16.67% increase over collections during March 2011; overall collections of \$2,720,394 for the seven months of returns in Fiscal Year 2012 are 10.37% higher than this same time period last Fiscal Year; collections for Fiscal Year 2012 are 14% short of the budgeted amount;

D. The Investment Report for month ended April 30, 2012; and

E. Budget Comparison Reports for seven months, or 58%, of Fiscal Year 2012.

**(BACKUP FOR ITEMS D & E TO BE DISTRIBUTED UNDER SEPARATE COVER)**

---

**Attachments**

CR I-1



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

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

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

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

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

Pay Date: May 11, 2012

Check No:	\$0.00
Direct Deposits:	\$1,114,187.51
Total Deductions and Matching Costs:	\$987,272.92
Total Expenditures:	\$2,101,460.43

2012 MAY -9 A 8:47  
 OF THE BOARD OF  
 COUNTY COMMISSIONERS  
 ERNIE LEE MAGAHA  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.



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

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

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

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

Escambia County, Florida  
 Disbursement of Funds From:

04/26/12 to 05/02/12

DISBURSEMENTS

Computer check run of:

<u>05/02/12</u>	\$ <u>1,950,792.98</u>
<u>L-Vendor</u>	\$ <u>83,665.97</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Elected Official	\$ <u>6,871,369.25</u>
Preferred Governmental Claims	\$ <u>31,135.49</u>
Credit Card Purchases	\$ <u>2,945.66</u>

Total Disbursement by Wire

\$ 6,905,450.40

TOTAL DISBURSEMENTS

\$ 8,939,909.35

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

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

ERNIE LEE MAGAHA  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 2012 MAY -3 A 9:39  
 BOARD OF COMMISSIONERS



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

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

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

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

Escambia County, Florida  
 Disbursement of Funds From:

05/03/12 to 05/09/12

DISBURSEMENTS

Computer check run of:

<u>05/09/12</u>	\$ <u>2,442,423.97</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>252,327.68</u>
Civic Center	\$ <u>85,265.58</u>

Total Disbursement by Wire

\$ 337,593.26

TOTAL DISBURSEMENTS

\$ 2,780,017.23

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.

2012 MAY 10 A 9:50  
 CLERK OF THE BOARD OF  
 COUNTY COMMISSIONERS  
 ESCAMBIA COUNTY, FL





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

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

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

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

**MEMORANDUM**

**TO:** Honorable Board of County Commissioners

**FROM:** Ernie Lee Magaha  
 Clerk of the Circuit Court and Comptroller

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

**DATE:** May 3, 2012

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

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2012 returns received in the month of April 2012, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the seventh (7<sup>th</sup>) month of collection in fiscal year 2012.

- ✓ Total collected for the March 2012 returns was \$618,669. This is a 16.67% increase over the March 2011 returns.
- ✓ Overall collections of \$2,720,394 for the seven (7) months of returns in fiscal 2012 are 10.37% higher than this same time period last fiscal year.
- ✓ Collections for the fiscal year are 14% short of the budgeted amount.

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

PLS/nac

RECEIVED BY THE BOARD OF COUNTY COMMISSIONERS  
 MAY 3 2012 1:43  
 CLERK OF THE BOARD OF COUNTY COMMISSIONERS

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 REPORTED IN FISCAL YEAR FORMAT  
 ESCAMBIA COUNTY FLORIDA  
 AS OF APRIL 30, 2012

Zip Code	Fiscal Year 2012	Fiscal Year 2011	Difference	% Change
	YTD Collected	YTD Collected		
32501	75,252	117,200	(41,948)	-36%
32502	165,298	131,478	33,820	26%
32503	10,199	10,505	(306)	-3%
32504	485,753	450,441	35,311	8%
32505	136,343	126,082	10,261	8%
32506	109,070	96,578	12,492	13%
32507	317,815	289,302	28,514	10%
32514	217,978	202,399	15,579	8%
32526	115,039	115,588	(549)	0%
32534	67,559	70,692	(3,133)	-4%
32535	1,159	1,273	(114)	-9%
32561	1,018,303	853,231	165,073	19%
32562	-	-	-	0%
32577	625	20	604	100%
<b>Total</b>	<b>\$ 2,720,394</b>	<b>\$ 2,464,790</b>	<b>\$ 255,604</b>	<b>10%</b>

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBA COUNTY FLORIDA  
 FISCAL YEAR 2012  
 AS OF APRIL 30, 2012

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/11	10,252	2%	21,587	5%	1,621	0%	66,469	15%	18,229	4%
11/11	11,569	3%	26,077	6%	1,654	0%	67,517	17%	13,639	3%
12/11	10,117	3%	23,673	7%	1,669	1%	65,599	20%	16,934	5%
01/12	8,427	3%	17,418	6%	780	0%	57,653	20%	13,662	5%
02/12	9,900	4%	19,812	7%	1,322	0%	61,237	23%	15,166	6%
03/12	11,129	3%	23,863	7%	1,153	0%	70,802	20%	26,666	7%
04/12	13,857	2%	32,868	5%	2,001	0%	96,476	16%	32,046	5%
<b>Total</b>	<b>\$ 75,252</b>	<b>3%</b>	<b>165,298</b>	<b>6%</b>	<b>\$ 10,199</b>	<b>0%</b>	<b>\$ 485,753</b>	<b>18%</b>	<b>\$ 136,343</b>	<b>5%</b>

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/11	18,032	4%	68,744	15%	29,674	6%	15,323	3%	8,636	2%
11/11	15,074	4%	45,371	11%	30,181	7%	15,055	4%	8,914	2%
12/11	14,538	4%	27,295	8%	29,083	9%	15,684	5%	8,510	3%
01/12	11,748	4%	26,916	10%	27,933	10%	17,104	6%	8,774	3%
02/12	12,784	5%	26,494	10%	24,125	9%	13,587	5%	7,496	3%
03/12	13,278	4%	37,429	10%	32,590	9%	15,693	4%	10,609	3%
04/12	23,616	4%	85,566	14%	44,393	7%	22,592	4%	14,619	2%
<b>Total</b>	<b>\$ 109,070</b>	<b>4%</b>	<b>\$ 317,815</b>	<b>12%</b>	<b>\$ 217,978</b>	<b>8%</b>	<b>\$ 115,039</b>	<b>4%</b>	<b>\$ 67,559</b>	<b>2%</b>

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/11	162	0%	199,210	43%	-	0%	244	0%	458,182	100%
11/11	359	0%	170,514	42%	-	0%	180	0%	406,106	100%
12/11	141	0%	113,216	35%	-	0%	1	0%	326,460	100%
01/12	70	0%	92,299	33%	-	0%	100	0%	282,885	100%
02/12	-	0%	75,867	28%	-	0%	-	0%	267,790	100%
03/12	242	0%	116,748	32%	-	0%	100	0%	360,302	100%
04/12	186	0%	250,450	40%	-	0%	-	0%	618,669	100%
<b>Total</b>	<b>\$ 1,159</b>	<b>0%</b>	<b>\$ 1,018,303</b>	<b>37%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 625</b>	<b>0%</b>	<b>2,720,394</b>	<b>100%</b>

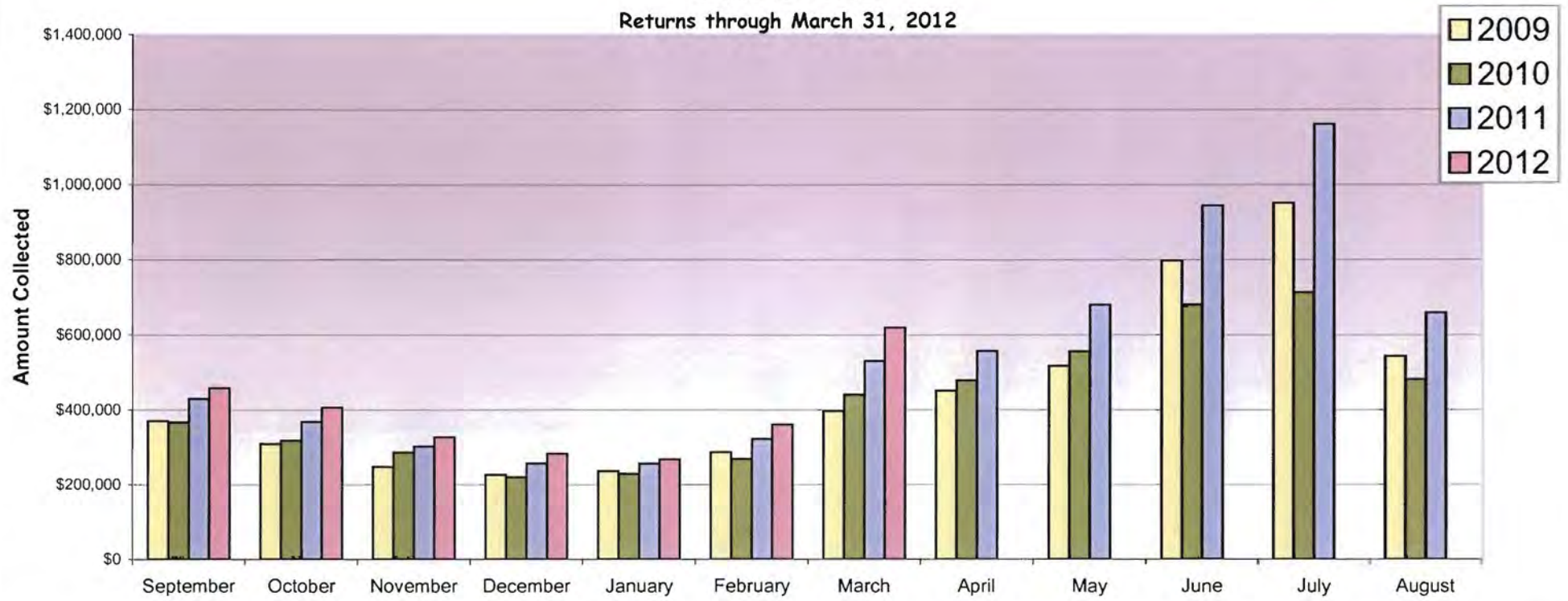
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2011  
 AS OF APRIL 30, 2011

Month of Collection	Zip Code									
	32501		32502		32603		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/10	21,896	5%	17,684	4%	1,722	0%	70,447	16%	18,874	4%
11/10	23,789	6%	14,335	4%	1,948	1%	69,705	19%	18,057	5%
12/10	21,317	7%	15,137	5%	1,569	1%	57,187	19%	12,376	4%
01/11	17,711	7%	11,472	4%	743	0%	51,025	20%	13,312	5%
02/11	9,918	4%	19,443	8%	1,169	0%	57,730	23%	13,236	5%
03/11	9,794	3%	22,764	7%	1,248	0%	59,147	18%	23,956	7%
04/11	12,775	2%	30,643	6%	2,107	0%	85,200	16%	26,271	5%
<b>Total</b>	<b>\$ 117,200</b>	<b>5%</b>	<b>\$ 131,478</b>	<b>5%</b>	<b>\$ 10,505</b>	<b>0%</b>	<b>\$ 450,441</b>	<b>18%</b>	<b>\$ 126,082</b>	<b>5%</b>

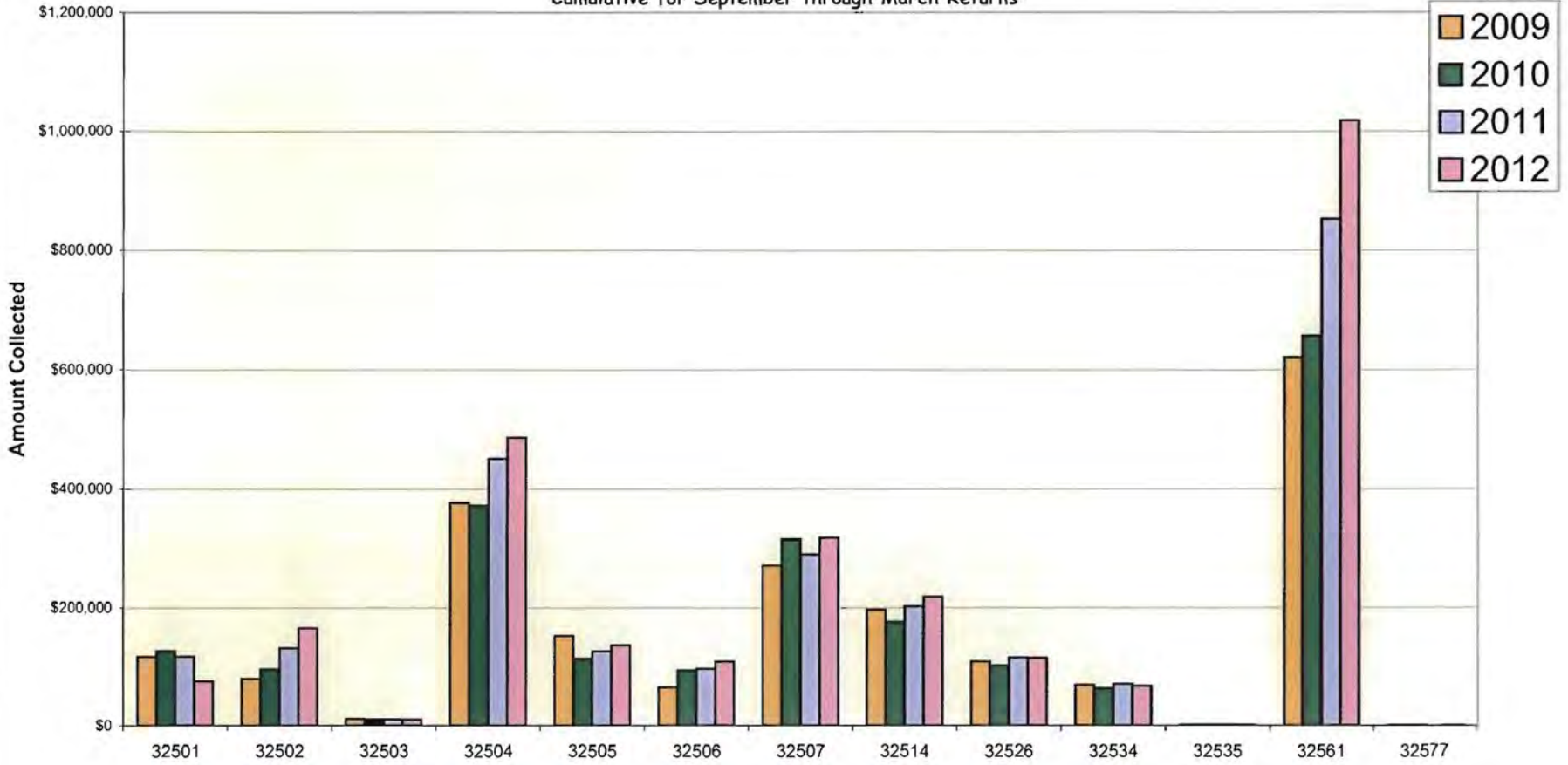
Month of Collection	Zip Code									
	32506		32607		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/10	11,393	3%	60,796	14%	30,769	7%	16,363	4%	9,402	2%
11/10	11,703	3%	41,428	11%	29,710	8%	11,481	3%	9,788	3%
12/10	14,069	5%	30,736	10%	24,728	8%	20,226	7%	7,346	2%
01/11	10,477	4%	28,256	11%	25,345	10%	16,739	7%	9,937	4%
02/11	14,348	6%	26,609	10%	25,237	10%	14,356	6%	9,025	4%
03/11	15,671	5%	33,293	10%	30,339	9%	15,549	5%	11,994	4%
04/11	18,916	4%	68,184	13%	36,272	7%	20,874	4%	13,202	2%
<b>Total</b>	<b>\$ 96,578</b>	<b>4%</b>	<b>\$ 289,302</b>	<b>12%</b>	<b>\$ 202,399</b>	<b>8%</b>	<b>\$ 115,588</b>	<b>5%</b>	<b>\$ 70,692</b>	<b>3%</b>

Month of Collection	Zip Code									
	32536		32561		32662		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
11/10	257	0%	136,086	37%	-	0%	-	0%	368,286	100%
12/10	234	0%	97,021	32%	-	0%	-	0%	301,946	100%
01/11	67	0%	71,643	28%	-	0%	-	0%	256,727	100%
02/11	124	0%	65,154	25%	-	0%	-	0%	256,349	100%
03/11	128	0%	98,212	30%	-	0%	-	0%	322,095	100%
04/11	242	0%	215,548	41%	-	0%	20	0%	530,253	100%
<b>Total</b>	<b>\$ 1,273</b>	<b>0%</b>	<b>\$ 853,231</b>	<b>35%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 20</b>	<b>0%</b>	<b>\$ 2,464,790</b>	<b>100%</b>

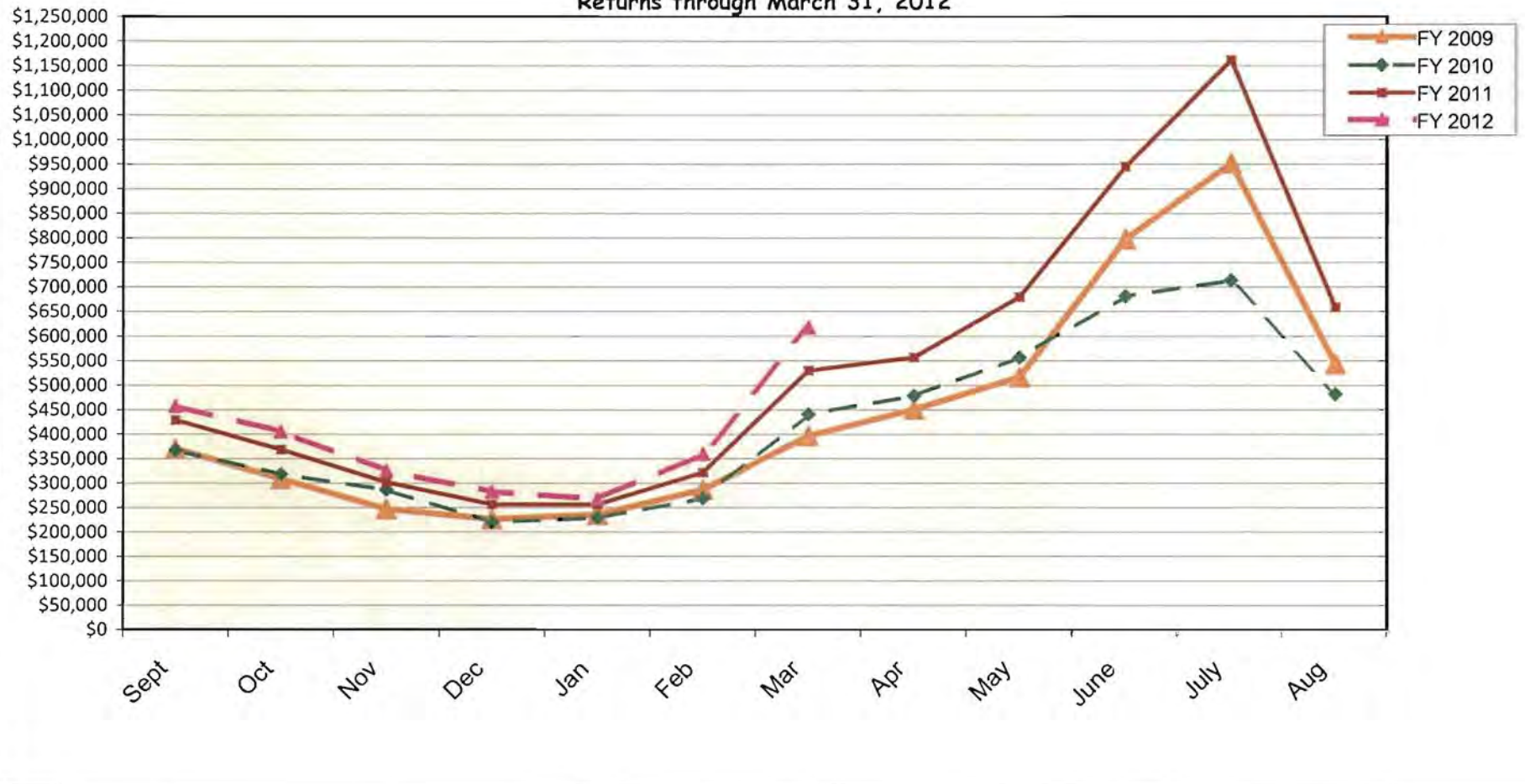
**Tourist Development Tax Collections**  
**Fiscal Year 2012**  
**Returns through March 31, 2012**



Tourist Development Tax Collections  
 Comparison on a Monthly Basis  
 Cumulative for September through March Returns



TOURIST DEVELOPMENT TAX  
 4 YEAR TRENDLINE  
 FY 2009 - FY 2012  
 Returns through March 31, 2012



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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of										
		2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*	2012*
OCT	SEP	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850	343,637
NOV	OCT	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579
DEC	NOV	156,742	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845
JAN	DEC	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164
FEB	JAN	150,788	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262	200,843
MAR	FEB	180,228	221,737	205,903	225,806	212,686	227,362	215,131	201,473	241,571	270,226
APR	MAR	278,843	313,139	261,605	312,491	328,479	344,151	297,195	330,261	397,690	464,002
TOTAL		1,279,449	1,440,085	1,572,609	1,736,664	1,582,857	1,648,744	1,553,005	1,596,169	1,848,592	2,040,295

Source: Spreadsheet entitled "Revenue Calculations", line 6 for the current month.



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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2003-2012									
Month Of Collection	For The Month Of										
		2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
OCT	SEP	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283	114,546
NOV	OCT	61,914	68,243	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526
DEC	NOV	51,137	59,544	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615
JAN	DEC	41,904	46,802	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721
FEB	JAN	48,987	46,458	66,731	67,836	59,728	60,231	58,924	57,295	64,087	66,948
MAR	FEB	58,194	71,404	68,324	74,453	70,895	75,787	71,710	67,158	80,524	90,075
APR	MAR	89,840	100,682	86,518	103,411	109,493	114,717	99,065	110,087	132,563	154,667
TOTAL		413,658	465,158	520,061	575,972	527,619	549,581	517,668	532,056	616,198	680,099

Source: Spreadsheet entitled "Revenue Calculations", line 5 for the current month.



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

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

**AI-2584**

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

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Acceptance of Documents

**From:** Doris Harris

**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 original *Escambia County, Florida Substantial Amendment to the 2010-2014 Consolidated Plan 2011 Action Plan for the 2011 Emergency Solutions Grant (ESG) Second Allocation*, executed by the County Administrator on May 8, 2012, based on the Board's August 4, 2011, authorization for the County Administrator to execute all documents related to the Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan, as received in the Clerk to the Board's Office on May 9, 2012.

---

**Attachments**

CR I-2



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 05-09-2011

TO: Doris Harris, Deputy Clerk  
BCC: 08-04-2011  
CAR II-10 Escambia County, Florida, Amendment to the 2010-14  
Consolidated Plan, 2011 Action Plan for the 2011 Emergency  
Solutions Grant Second Allocation

Please Initial and Date  
Below on Line Provided

slg 5/9/2012

Shirley Gafford, Program Coordinator, County Administration

Attached for filing with the Board's Minutes, is one original  
Amendment as provided by NEFI.

Thank you.

dch 5/9/2012

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

1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.

9. See Page 40.



10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):

- A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;
- B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and
- C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.



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

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

**AI-2585**

**Clerk & Comptroller's Report 12. 3.**

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Minutes and Reports

**From:** Doris Harris

**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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 3, 2012;
- B. Approve the Minutes of the Meeting of the Board of County Commissioners as Trustees for the Escambia County Council of 4-H Clubs held May 3, 2012; and
- C. Approve the Minutes of the Regular Board Meeting held May 3, 2012.

---

**Attachments**

**CR I-3**

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD MAY 3, 2012  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:03 a.m. – 10:02 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1  
Commissioner Gene M. Valentino, Vice Chairman, District 2  
Commissioner Grover C. Robinson IV, District 4  
Commissioner Kevin W. White, District 5  
Commissioner Marie K. Young, District 3  
Lisa N. Bernau, Chief Deputy Clerk, representing the  
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller  
Charles R. "Randy" Oliver, County Administrator  
Alison Rogers, County Attorney  
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services  
Doris Harris, Deputy Clerk to the Board  
Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., May 3, 2012, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, County Attorney Rogers, and Sandra "Sam" Slay, Code Enforcement Division Manager, reviewed the agenda cover sheet;
  - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
  - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office, Joy D. Blackmon, P.E., Director, Public Works Department, the Honorable David H. Stafford, Supervisor of Elections, County Attorney Rogers, County Administrator Oliver, and Marilyn Wesley, Director, Community Affairs Department, reviewed the County Administrator's Report; and
  - E. County Attorney Rogers reviewed the County Attorney's Report.
2. FOR INFORMATION: Commissioner Robinson requested that the income issue relating to animal services be resolved, and Marilyn Wesley, Director, Community Affairs Department, advised that the Animal Services Advisory Committee recommends using the Federal poverty guidelines.

NAME

DEPARTMENT/AGENCY

1	LARRY GOODWIN	PIW
2	<del>Cam Corry</del>	MBS
3	Mike Weaver	PS
4	Jane R. Klyne	Navy Field
5	Kelly Coote	PIO
6	Cam Johnson	PIO
7	Kathleen Dough-Castro	PIO
8	Chuck Walthall	Walthalla Assoc.
9	<del>David</del>	Facilities MGT
10	Sandra Slay	EAU ENF
11	Paula Bate	Architects
12	Jane	SOE
13	<del>David</del>	SOE
14	Berg Kottbary	property representative
15	Bob Dennis	MBS Purchasing
16	Michael Rhodes	Park 5
17	Ryan Maulder	Equestrian
18	Keith Wilkins	C+E
19	LLOYD KERR	DS
20	CAROL NEWSON	Admin
21	-Harold Gony	DS/B
22	Mauna Brafford	Bec DI
23	Diana Simpson	Co. Atty Office
24	Dawn Jucha	300 D.
25	GLENN BRIFITIN	CED
26	Solemy Morrison	Independent News
27	Don Barber / de Barber	
28	DOUGLAS CARY	CITIZEN
29	Wes Margho	PIW
30	Claudia Semmon	Purchasing

NAME

DEPARTMENT/AGENCY

1	Delicia Knight Marlow	CED-Extension
2	<del>Michelle R</del>	<del>SOE</del>
3	D. STEVENS	SOE
4	Dean Kichan	BCC-2
5	Swan Holt D	CEP/P&R/SWM
6	Marilyn Wesley	PCA
7	Becky Gylter	BCC D4
8	A. Am	DSD
9	Shen A. David Ruyge	CCSD
10	Lottie Dubuison	Self
11	Robert Turpin	Marine Resources Div
12	Scotty Miller	Self
13	Jay Black	PW
14	LEONID MUSSLEWHITE	IT
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		



NAME

DEPARTMENT/AGENCY

1	<i>Issa Bernau</i>	<i>Clerk + Comptroller</i>
2	<i>Patty Sheldon</i>	<i>Clerk + Comptroller Finance</i>
3	<i>Doris Harris</i>	<i>Clerk to the Board</i>
4	<i>Judy Witterstrom</i>	<i>OAS</i>
5	<b>RAUDY OLIVER</b>	<b>COUNTY ADMINISTRATOR</b>
6	<i>Wilson Robinson</i>	<i>BCC</i>
7	<i>Glenn M. Vachy</i>	<i>ACC</i>
8	<i>Marie Gering</i>	<i>BCC</i>
9	<i>Sam [unclear]</i>	<i>BCC</i>
10	<b>KEVIN W WHITE</b>	<i>BCC</i>
11	<i>Carl [unclear]</i>	<i>City Atty</i>
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

*[Handwritten mark]*



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

**AI-2596**

**Growth Management Report 12. 1.**

**BCC Regular Meeting**

**Meeting Date:** 05/17/2012

**Issue:** Review of the Rezoning Case heard by the Planning Board May 14, 2012

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

**Organization:** Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on May 14, 2012**

That the Board take the following action concerning the Rezoning Case heard by the Planning Board on May 14, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012-10 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

**Case No.:** **Z-2012-10**  
**Address:** Highway 97A  
**Property Reference No.:** 11-4N-33-4100-000-000  
**Property Size:** 9.98(+/-) acres  
**From:** VAG-1, Village Agricultural District (5 du per 100 acres on one-acre parcels)  
**To:** ID-2, Industrial, General Industrial District (noncumulative)  
**FLU Category:** AG, Agricultural  
**Commissioner District:** 5  
**Requested by:** Neal Bjorklund, Agent for Galen and Rosalie Schmidt, Owners  
**Planning Board Recommendation:** **To be given verbally by Development Services Department Director**  
**Speakers:** **To be distributed under separate cover**

**(Since the Case will be heard at the May 14, 2012, Planning Board meeting, which is prior to the agenda deadline for the May 17, 2012, BCC Meeting, the Planning Board recommendation will be made verbally at the May 17, 2012, BCC Meeting, by the Development Services Department Director. Additional backup documentation to be distributed under separate cover.)**

**BACKGROUND:**

The above case was owner initiated and heard at the May 14, 2012 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

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

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

No additional personnel will be needed for the implementation of this Ordinance.

**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 case under review is 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-2012-10

**Planning Board-Rezoning**

**5. C.**

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

**CASE :** Z-2012-10

**APPLICANT:** Neal Bjorklund, Agent for  
Galen and Rosalie Schmidt

**ADDRESS:** Highway 97A

**PROPERTY REFERENCE NO.:** 11-4N-33-4100-000-000

**FUTURE LAND USE:** AG, Agricultural

**COMMISSIONER DISTRICT:** 5

**OVERLAY AREA:** NA

**BCC MEETING DATE:** 05/17/2012

**Information**

**SUBMISSION DATA:**

**REQUESTED REZONING:**

**FROM:** VAG-1, Village Agricultural District (5 du per 100 acres on one-acre parcels)

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

**RELEVANT AUTHORITY:**

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

**CRITERION (1)**

**Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

**Comprehensive Plan Policy (CPP) FLU 1.1.1 Development Consistency.** New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

**CPP FLU 1.3.1 Future Land Use Categories.**

The Agriculture (AG) Future Land Use (FLU) category is intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services. Range of allowable uses include: Agriculture, Silviculture, Residential, Recreational, Public and Civic, Limited Ancillary or Supportive Commercial. The maximum residential density is one dwelling unit per twenty acres.

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

## **FINDINGS**

The proposed amendment to ID-2 is **not consistent** with the intent and purpose of Future Land Use category AG as stated in **CPP FLU 1.1.1** because the proposed use of the property is not a permitted use under the AG Future Land Use category.

The proposed amendment to ID-2 is **not consistent** with the intent and purpose of Future Land Use category AG as stated in **CPP FLU 1.3.1**. The current land use category of Agriculture (AG) is intended for routine agricultural and silvicultural related activities and very low density residential uses.

The applicant is applying for a future land use change from AG to Industrial (I). If the FLU amendment is to be granted, the rezoning request would then be consistent with the Industrial Future Land Use category although it will **not** be compatible with adjacent or adjoining properties with the future land use designation of Rural Community (RC) and Agricultural (AG).

The proposed amendment is **not consistent** with the intent of **CPP FLU 1.5.3** promoting efficient use of existing public roads, utilities and service infrastructure. In order to gain access to the property the applicant will need to connect to the existing collector roadway, Arthur Brown Rd (Hwy 97A). Should this amendment be granted, utilities and service infrastructure will have to be addressed at the site plan review process.

## **CRITERION (2)**

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

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

**LDC 6.05.01. AG Agricultural District, Low Density. A. Intent and purpose.** This district is intended to identify those areas used primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to provide for the continuation and expansion of viable agricultural activities within the county by providing for compatibility among permitted uses and by preserving open spaces through low district-wide residential densities. The maximum density is 1.5 acres per dwelling unit. Refer to Article 11 for uses, heights and densities allowed in AG - agricultural areas located in the Airport/Airfield Environs.

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

A. Intent and purpose. This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district.

All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in Article 7. Refer to Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

## B Permitted Uses

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, Article 7).
7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
- 14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the Planning Board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the Planning Board's (LPA's) recommendation.**

**LDC 2.07.01. Planning Board (LPA) Interpretations.** The Planning Board, sitting as the local planning agency (LPA), shall review and interpret any provisions of this Code for the purposes of clarification or determination of meaning and intent if questions should arise regarding the meaning, intent or interpretation of any provision or section. Such interpretation request shall be presented at the next regular planning board meeting if the request is received by the department of planning and zoning staff at least 20 calendar days in advance of said meeting.

**LDC 7.20.07. Industrial Locational Criteria (ID-CP, ID-1, ID-2). New industrial development must meet the following locational criteria:**

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8.(FLU1.1.9)
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

**LDC 3.02.00. Terms defined.**

Spot zoning. Rezoning of a lot or parcel of land that will create an isolated zoning district that may be incompatible with the adjacent and nearby zoning districts and uses, or as spot zoning

is otherwise defined by Florida law.

## **FINDINGS**

The proposed amendment would constitute spot zoning as defined in LDC 3.02.00 because it will create an isolated zoning district of ID-2 in which it is incompatible with the adjacent and nearby zoning districts and uses currently zoned VAG-1, VR-1 and VR-2.

The proposed amendment is **not consistent** with the intent and purpose of the Land Development Code as stated in LDC Section 6.05.19.A as a permitted use. The applicant is currently requesting an interpretation as to whether the proposed use would be considered as a permitted use within the ID-2 zoning category. If the Planning Board determines the use to be a similar use to those listed, the final determination must be made by the Board of County Commissioners (BCC). The parcel must meet all requirements of LDC Section 7.20.07 for locational criteria so as not to hinder the site plan review process.

### **CRITERION (3)**

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

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

## **FINDINGS**

The proposed amendment is **not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts VAG-1, VR-1 and VR-2. There were two single family residential and the other 11 properties were vacant farm land. The proposed use is of a more intense nature than the existing surrounding parcels.

### **CRITERION (4)**

#### **Changed conditions.**

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

## **FINDINGS**

The applicant is currently applying for a small scale amendment to change the Future Land Use designation from Agricultural to Industrial. Staff found no other changed conditions that would impact the amendment or property.

### **CRITERION (5)**

#### **Effect on natural environment.**

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

## **FINDINGS**

The Escambia County GIS maps **did not** indicate any wellhead sites near the subject parcel. According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable further review during the site plan review process will be done to determine if there would be any significant adverse impact on the natural environment.



## CRITERION (6)

### Development patterns.

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

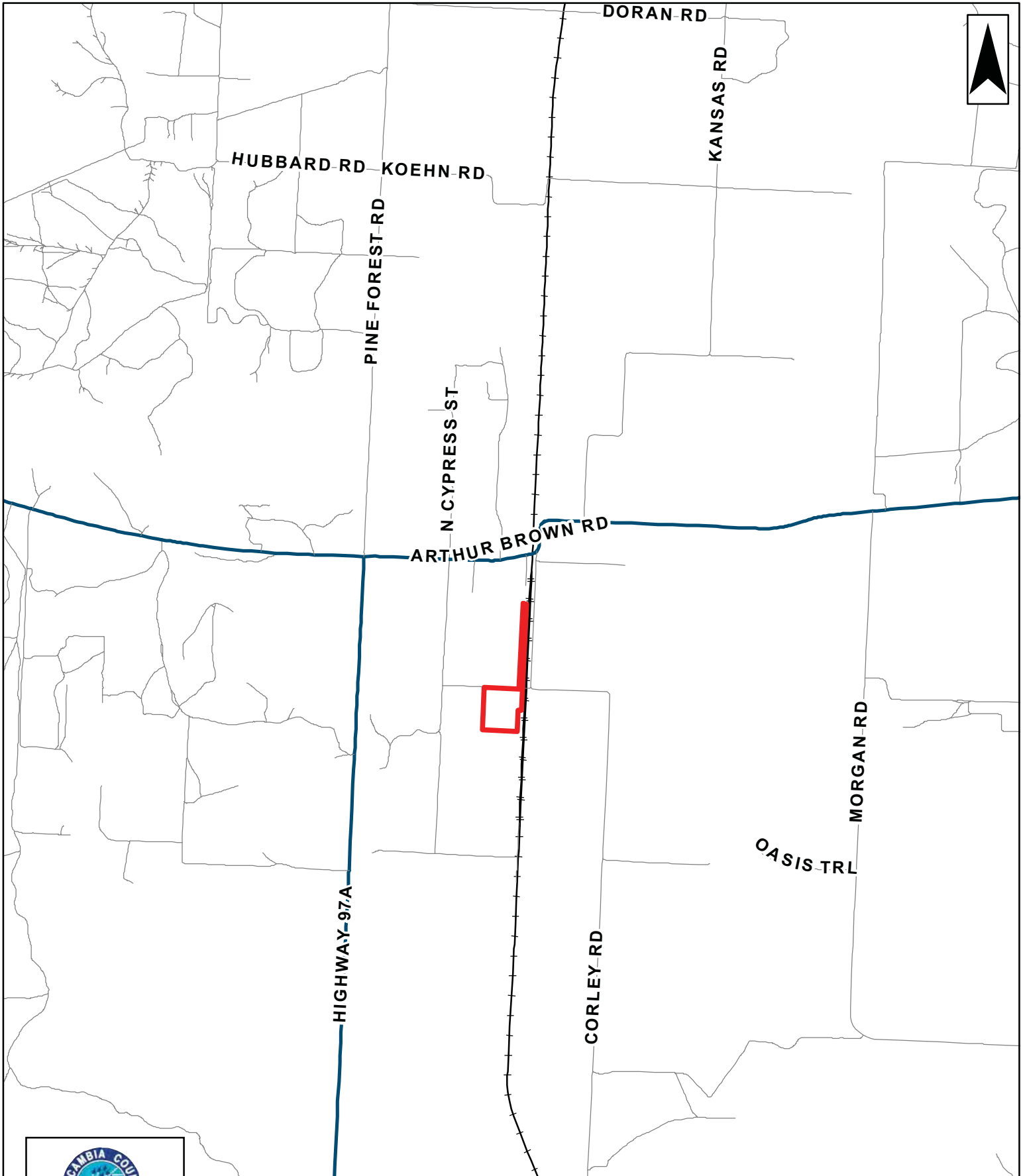
### FINDINGS

The proposed amendment **would not** result in a logical and orderly development pattern. The parcel is currently vacant surrounded by agricultural land intended primarily for farming, raising of livestock, and silvicultural activities. Although a change to an Industrial zoning would be a more intensive use than is currently in the area, the proposed amendment will utilize the existing railroad, which is a corridor for economic development within the county. The amendment is a 9.98(+/-) acre portion of a 153 acre parcel, and there are code requirements that could be implemented such as intense buffering and screening to minimize the possibility of any adverse effects upon adjacent properties.

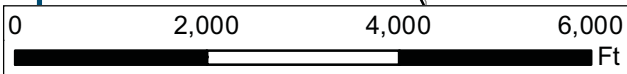
---

### Attachments


Z-2012-10



# Z-2012-10 LOCATION MAP



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



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

Andrew Holmer  
Planning and Zoning Dept.

VM-1

ARTHUR BROWN RD

MITCHELL RD

RAILROAD

STEWART RD

VR-1

VR-2

VR-1

S CYPRESS ST

CORLEY RD

VAG-1

VAG-1

CORLEY RD

RAILROAD

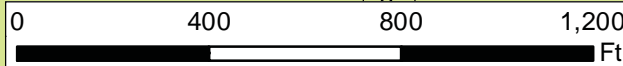
VAG-1



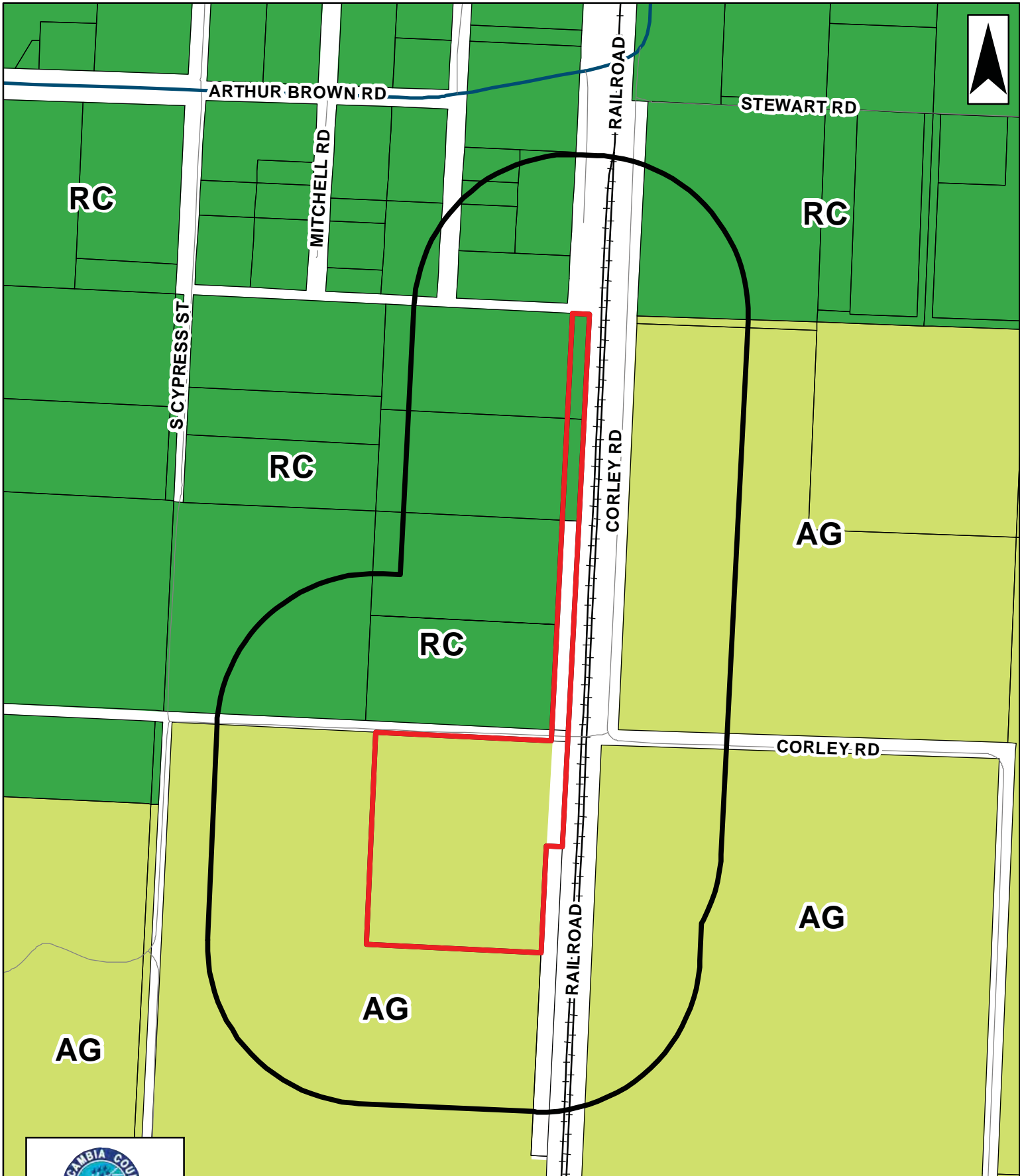
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-10 500' RADIUS ZONING



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



RC

STEWART RD

RC

MITCHELL RD

S CYPRESS ST

RC

CORLEY RD

AG

RC

CORLEY RD

AG

AG

RAILROAD

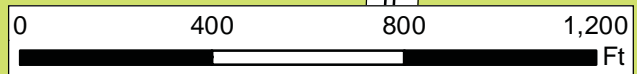
AG



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-2012-10 FUTURE LAND USE



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

VM-1

ARTHUR BROWN RD

VACANT

STEWART RD



MITCHELL RD

RAILROAD

VACANT

VR-1

VR-2

VACANT

SF

VR-1

SF

VACANT

VAG-1

S CYPRESS ST

SF

VACANT

CORLEY RD

VAG-1

VACANT

VACANT

CORLEY RD

VACANT

VAG-1

VACANT

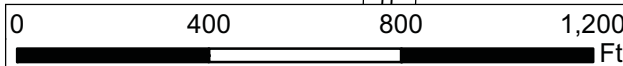
RAILROAD



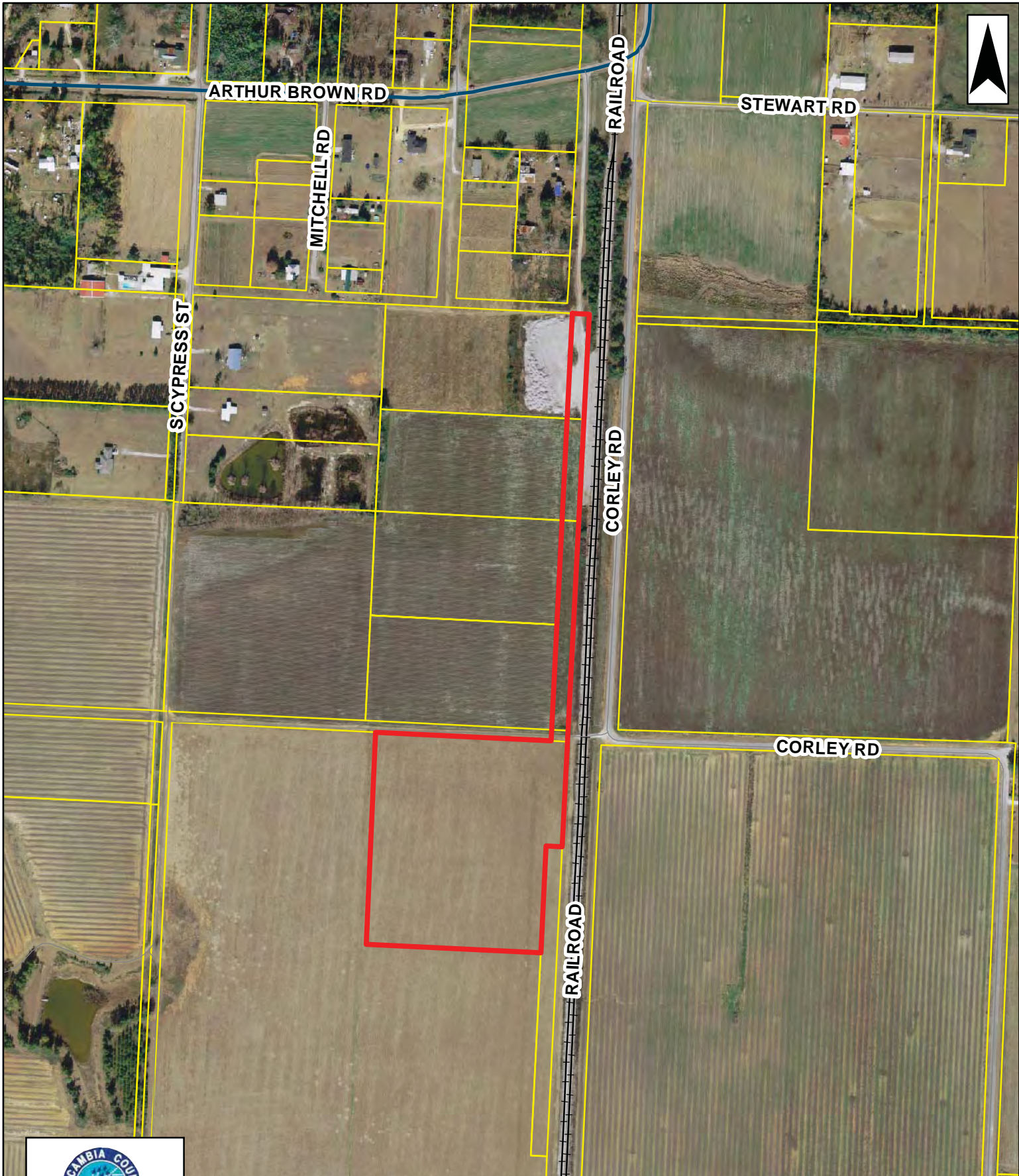

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-10 EXISTING LAND USE



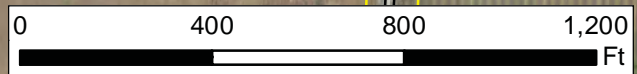
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS

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

Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-10 AERIAL MAP



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



**NOTICE OF  
PUBLIC HEARING  
REZONING**

**CASE NO.:** Z-2012-10

**CURRENT ZONING:** VAG-1 **PROPOSED ZONING:** ID-2

**PLANNING BOARD**

**DATE:** 5/14/12 **TIME:** 8:30 am

**LOCATION OF HEARING**

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

**BOARD OF COUNTY COMMISSIONERS**

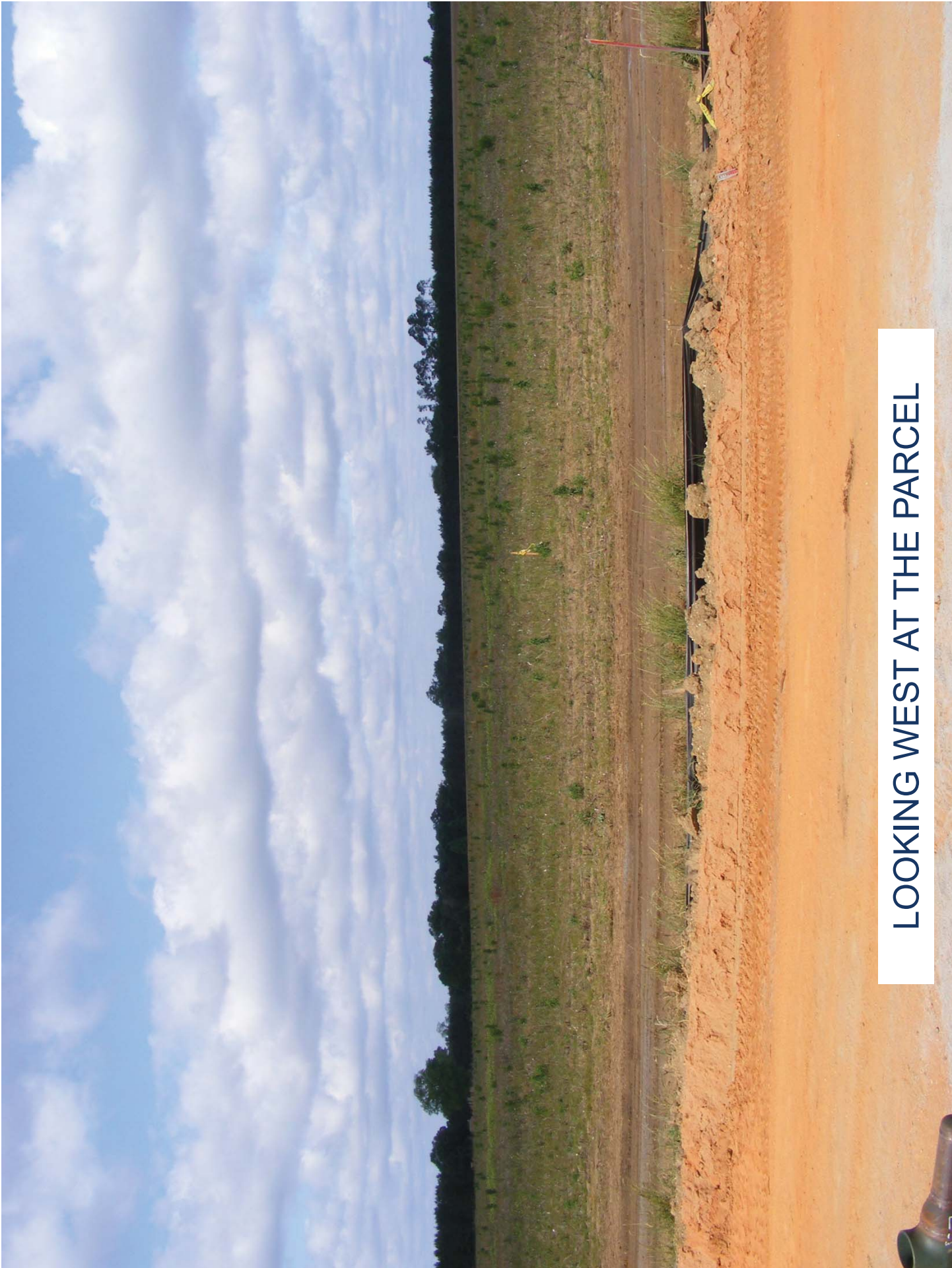
**DATE:** 5/17/12 **TIME:** 5:45 pm

**LOCATION OF HEARING**

ESCAMBIA COUNTY GOVERNMENT CENTER  
221 PALAFOX PLACE

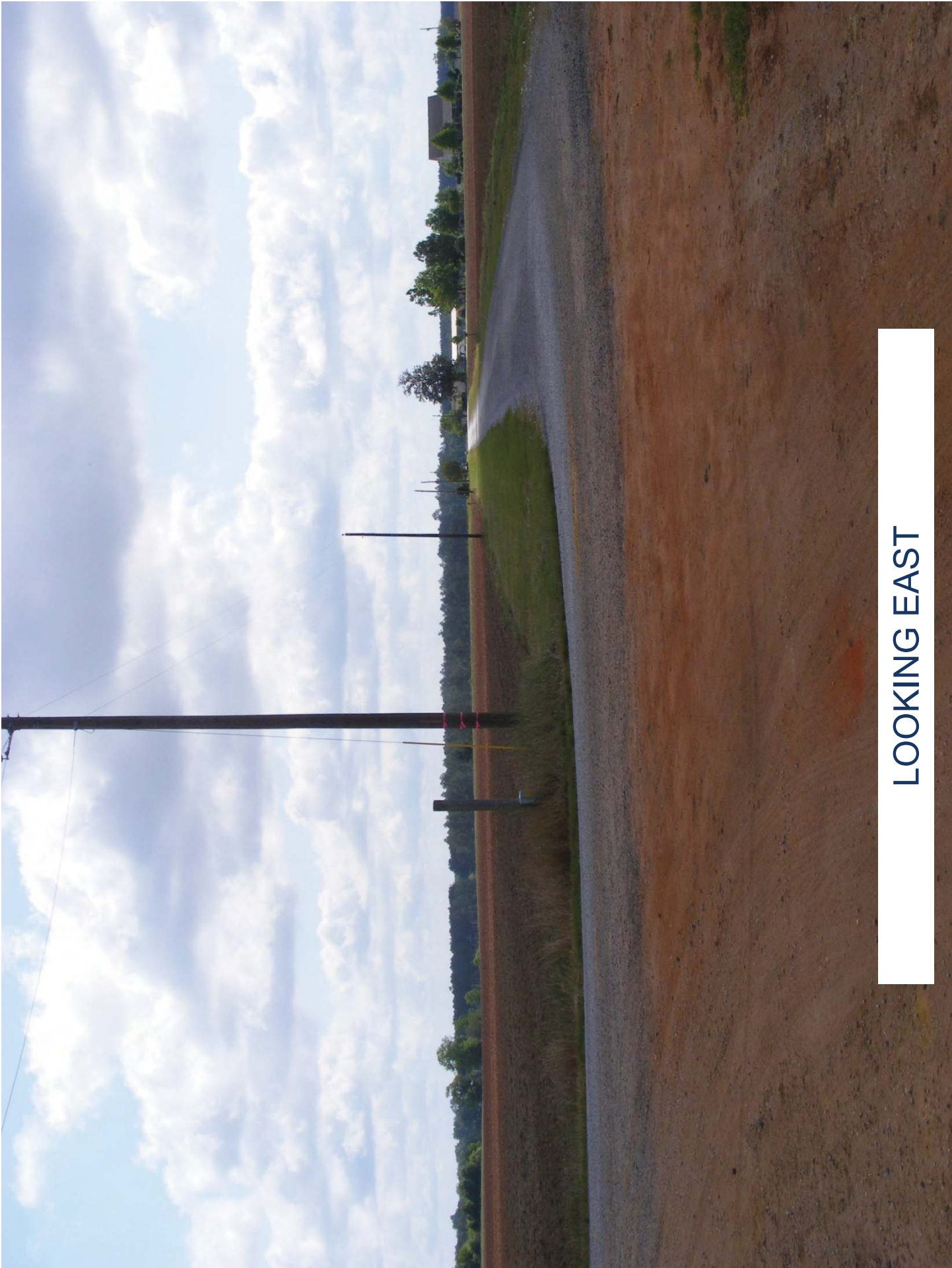
**PUBLIC MEETING NOTICE**

FOR INFORMATION ABOUT THIS CASE PLEASE CALL



LOOKING WEST AT THE PARCEL





LOOKING EAST



LOOKING SOUTH



LOOKING NORTH



LOOKING EAST



# HUTCHINSON, MOORE & RAUCH, LLC

Post Office Box 1127  
Daphne, Alabama 36526

Telephone: (251) 626-2626  
Fax: (251) 626-6934

April 5, 2012

Ms. Allyson Cain  
Planning Board Coordinator  
Escambia County Development Services  
3363 West Park Place  
Pensacola, FL 32505

RE: Rezoning Letter of Request for  
Genesis Rail Systems, LLC  
Arthur Brown Road, Walnut Hill, Florida

Dear Ms. Cain:

The owner of the referenced parcel wishes to construct a crude oil transfer station to transfer crude oil from tank cards to an existing pipeline. The site currently has a zoning of VAG-1 which does not allow for this type of development. We are requesting a rezoning designation of ID-2 to allow for the development of the subject parcel.

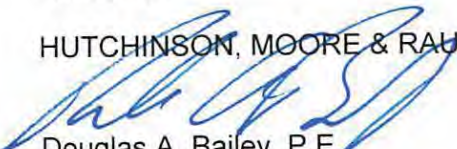
We have attached the following items for your review:

1. One copy of the complete application including the owners information, description of the property, affidavit of ownership and authorization, affidavit of ownership and limited power of attorney, and concurrency determination acknowledgment form.
2. One copy of the warranty deed as proof of ownership.
3. One street map depicting the general location of the subject parcel.
4. One copy of the boundary survey.
5. Full size and 11 X 17 copies of the proposed site plan and a color aerial overlay.
6. A check in the amount of \$1,050.00.
7. Site Conditions Survey.

Please forward these documents to the appropriate staff and planning board members. Should you have questions or comments, please call me at 251.626.2626. We appreciate your assistance in this matter.

Sincerely,

HUTCHINSON, MOORE & RAUCH, LLC



Douglas A. Bailey, P.E.

/djh

G1068/3746/12.073

cc: Neal Bjorklund

*Engineers • Surveyors • Land Planners*



# Development Services Department

Escambia County, Florida

## APPLICATION

<b>Please check application type:</b>	<input type="checkbox"/> Conditional Use Request for: _____
<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Variance Request for: _____
<input type="checkbox"/> Development Order Extension	<input checked="" type="checkbox"/> Rezoning Request from: <u>VAG-1</u> to: <u>ID-2</u>

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

Owner(s) Name: Galen Schmidt Phone: 251-294-2146

Address: 1120 Highway 97A, Walnut Hill, FL 32568 Email: NA

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

Property Address: 6125 Arthur Brown Road, Walnut Hill, Florida

Property Reference Number(s)/Legal Description: 11-4N-33-4100-000-000

Survey and legal description attached.

**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.

*Neal Bjorklund*  
Signature of Owner/Agent

Neal Bjorklund  
Printed Name Owner/Agent

4/5/12  
Date

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

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

\_\_\_\_\_  
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April 20 12,  
by Neal Bjorklund

Personally Known  OR Produced Identification  Type of Identification Produced: DL# B262-624-60-409-0

*Judy Denise Halstead*  
Signature of Notary  
(notary seal must be affixed)

Judy Denise Halstead  
Printed Name of Notary



<b>FOR OFFICE USE ONLY</b>	CASE NUMBER: <u>2-2012-10</u>
Meeting Date(s): <u>5/14/12 PB + 5/17/12 BCC</u>	Accepted/Verified by: <u>Denise Halstead</u> Date: <u>4/5/12</u>
Fees Paid: \$ <u>1050.00</u> Receipt #: <u>552697</u>	Permit #: <u>PR2120400010</u>



Development Services Department  
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2012-10

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

As owner of the property located at 6125 Arthur Browne Road,  
Florida, property reference number(s) 11-4N-33-4100-000-000

I hereby designate Neal Bjorklund 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 3 day of April 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: [Signature] Email: nbjorklund@genlp.com  
Address: 6209 Pine Blossom Rd Phone: 850-626-9160  
Milton FL 32570

[Signature]  
Signature of Property Owner

Galen Schmidt  
Printed Name of Property Owner

4-3-2012  
Date

[Signature]  
Signature of Property Owner

Rosalie Schmidt  
Printed Name of Property Owner

4-3-2012  
Date

STATE OF Florida COUNTY OF Escambia

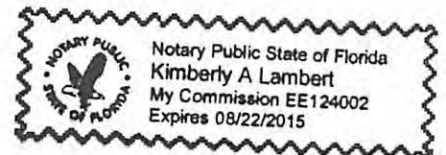
The foregoing instrument was acknowledged before me this 3RD day of April 20 12,  
by Neal D. Bjorklund, Galen Schmidt, and Rosalie Schmidt

Personally Known  OR Produced Identification . Type of Identification Produced: Driver's License

[Signature]  
Signature of Notary

Kimberly A. Lambert  
Printed Name of Notary

(Notary Seal)





# Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-10

## CONCURRENCY DETERMINATION ACKNOWLEDGMENT

### For Rezoning Requests Only

Property Reference Number(s): 11-4N-33-4100-000-000

Property Address: 6125 Arthur Brown Road, Walnut Hill, Florida

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 5th DAY OF April, YEAR OF 2012.

*[Signature]*  
Signature of Property Owner  
Agent

Neal Bjorklund  
Printed Name of Property Owner

4-5-2012  
Date

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

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

\_\_\_\_\_  
Date



Property Reference #11-4N-33-4100-000-000

**1. Rezoning Criteria:**

**A. Consistency with the Comprehensive Plan:** We have made application for a small scale amendment to the Comprehensive Plan to allow a change of the FLU designation from AG to I. The proposed rezoning is from VAG-1 to ID-2. The ID-2 zoning is allowable on the FLU I, districts and would allow the proposed use as a crude oil transfer station. The proposed rezoning will be consistent with the Comprehensive Plan assuming the related small scale amendment is approved.

**B. Consistency with the Land Development Code:** It is our understanding that the intent of the Land Development Code (LDC) is "to provide orderly growth management rules and regulations". The proposed zoning change of the property is from VAG-1 to ID-2 and would meet the intent of the Industrial District defined in the LDC 6.05.19 section:

*A. Intent and purpose.*

*This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7. Refer to Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.*

The presence of mechanized farming and the existing railroad lends a degree of industrial character to the subject property. Of course, the site plan will be subject to rigorous review through the DRC process as well. We propose that the rezoning is not in conflict with the stated purpose and intent of the LDC.

**C. Compatibility with Surrounding Uses:** Response from C/D of the FLU comparative analysis. The parcel is adjoined by agricultural usage and the railroad right-of-way. The connection to make added usage of the existing railroad and existing pipeline is compatible with the surrounding uses.

**D. Changed Conditions:** There are no known changed conditions that impact the property or proposed rezoning.

**E. Effect on Natural Environment:** There are no environmentally sensitive areas on the site and the location is several thousand feet outside of the closest wellhead protection area. The proposed development of the parcel will require DRC review during which additional environmental concerns will be addressed including approval by the Northwest Florida Water Management District.

**F. Development Patterns:** The proposed development would make use of existing utilities and infrastructure including the railroad and pipeline without causing degradation of the level of service in the area. In addition, the added jobs and revenue would increase some levels of service. The site is adjacent to heavy farming and railroad activity. We contend that the development of the parcel in the proposed manner will not negatively impact the development patterns.

OR BK 5532 P80986  
Escambia County, Florida  
INSTRUMENT 2004-307001

REC'D BY STAFFS PD & REC. CLERK  
12/11/04 ERNE LEE WARR, CLERK

1850  
156240

### WARRANTY DEED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: that BEN HIEBERT, Grantor,  
for and in consideration of Ten Dollars (\$10.00) and other good and  
valuable considerations the receipt of which is hereby acknowledged, have  
bargained, sold, conveyed and granted unto GALEN SCHMIDT AND ROSALIE  
SCHMIDT, Husband and Wife, 1120 Highway 97A, Walnut Hill, FL, 32568 and  
BEN HIEBERT, 850 Hwy 97-A, Walnut Hill, Florida, 32568, Grantees, and  
grantee's heirs, executors, administrators and assigns, forever, the  
following described property, situate, lying and being in the County of  
Escambia, State of Florida, to wit:

BEGIN 100 FEET WEST AND 330 FEET SOUTH OF THE NORTHEAST  
CORNER OF THE SOUTHEAST 1/4, THENCE SOUTH 990 FEET, THENCE  
WEST 1191 FEET TO THE EAST LINE OF CYPRESS STREET, THENCE  
NORTH 1324 FEET, THENCE EAST 596 FEET, THENCE SOUTH 330  
FEET, THENCE EAST 595 FEET TO POINT OF BEGINNING, AND  
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11,  
AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, AND THE  
NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS DEED BOOK 563,  
PAGE 554 STATE ROAD R/W, S/97A, OF SECTION 14, SECTION  
11/14, TOWNSHIP 4 NORTH, RANGE 33 WEST AND ALSO THE NORTH (5.26<sup>rd</sup>)  
330 FEET OF THE EAST 695 FEET OF THE SOUTHEAST 1/4, OR  
BOOK 1182, PAGE 145 AND ALSO BEGINNING AT THE SOUTHWEST  
CORNER OF THE SOUTHEAST 1/4 OF THE SECTION, SOUTH 89 DEGREES,  
09 MINUTES, 44 SECONDS, EAST ALONG THE SOUTH LINE OF SECTION  
19, THENCE 83/100 FEET TO EASTERLY R/W LINE STATE ROAD 97A  
(100 FEET R/W), THENCE CONTINUE SOUTH 89 DEGREES, 09 MINUTES,  
44 SECONDS, EAST ALONG SOUTH LINE OF SECTION, THENCE 1276  
17/100 FEET FOR POINT OF BEGINNING, DEPART SOUTH LINE OF  
SECTION, NORTH 01 DEGREES, 25 MINUTES, 54 SECONDS, THENCE  
EAST 3311 63/100 FEET TO NORTHEAST CORNER OF SOUTH 1/2 OF  
SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION, THENCE SOUTH  
00 DEGREES, 57 MINUTES, 53 SECONDS, THENCE WEST ALONG THE  
EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION,  
THENCE 3311 46/100 FEET TO THE SOUTHEAST CORNER OF THE  
SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF THE SECTION, THENCE NORTH  
89 DEGREES, 09 MINUTES, 44 SECONDS, THENCE WEST ALONG THE  
SOUTH LINE OF SECTION, THENCE 26 99/100 FEET TO POINT OF  
BEGINNING, OR BOOK 4772, PAGE 403.

OR BK 5532 P00987  
Escambia County, Florida  
INSTRUMENT 2004-307001

RCD Dec 01, 2004 03:14 pm  
Escambia County, Florida

Account No.: 114N334100000000

ERNIE LEE MAGANA  
Clerk of the Circuit Court  
INSTRUMENT 2004-307001

TO HAVE AND TO HOLD, unto the Grantees, their successors and assigns,  
forever.

Together with all and singular the tenements, hereditaments and  
appurtenances thereto belonging in anywise appertaining, free from all  
exemptions and right of homestead.

And said grantor does fully warrant the title to said land and will  
defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has hereunto set his hand and seal on  
this 25<sup>th</sup> day of July, 2004.

Ben Hiebert  
BEN HIEBERT  
Grantor

WITNESS Stephanie Solomon  
Printed Name: Stephanie Solomon

WITNESS Tina Marsh  
Printed Name: Tina Marsh

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me the subscriber personally appeared Ben Hiebert, and the witnesses, all  
known to me, and known to me to be the individuals described by said name in and who  
executed the foregoing instrument and acknowledged that, as grantor, executed the same for  
the uses and purposes therein set forth.

Given under my hand and seal on this 25<sup>th</sup> day of July, 2004.

Mary Lorene Whitmore  
NOTARY PUBLIC



MARY LORENE WHITMORE  
MY COMMISSION # DD 290309  
EXPIRES: April 17, 2008  
Hendel Thru Budget Notary Services

Prepared By:  
Law Office of Stephanie Solomon  
5691 Morgan Road  
Walnut Hill, FL 32568  
(850) 494-9241

5571 MORGAN RD  
WALNUT HILL, FL 32568

# Mid South Land Services Inc Inc.

Mail:  
P. O. Box 766  
Montrose, AL 36559-0766

Physical:  
107 Mockingbird Lane  
Fairhope, AL 36532-3390

## Letter Agreement

2/27/2012

Galen & Rosalie Schmidt  
1120 Highway 97 A  
Walnut Hill, FL 32568

RE: 20 acres of Land in N/2 of NE/4 of SE/4  
Section 11-T4N-R33W-Escambia, FL

This letter shall set out the basic terms of agreement between Mr. Galen Schmidt and his wife Rosalie as Grantors, and Mike Newsome, as agent for Grantee, Genesis Rail Services, LLC. regarding the sale of the above described lands located in Escambia County, FL.

For and in consideration of the down payment of a [REDACTED] deposit paid to Grantors this date, Grantors hereby agree to sell ~~and or exchange (via 1031 Like Kind Exchange Guidelines)~~ the following described 20 acres of land unto the Grantee as soon as merchantable title is perfected. Grantee agrees to absorb and pay the costs associated with perfecting the title to this property along with the other lands listed on the Deed recorded at OR Book 5532/986 & the Mennonite Church lands at Deed recorded in OR Book 5532/990. MS  
R/S

### Township 4 North, Range 33 West

**Section 11: The N/2 of the NE/4 of the SE/4 containing 20 acres more or less. Less & except all Oil, Gas and Minerals under subject lands.**

Upon approval of clear and merchantable title, Grantee hereby agrees to tender as full and final payment and consideration for the execution of a valid Warranty Deed the amount of [REDACTED] ~~or comparable valued LKE property.~~ Grantors further offer and agree to provide any guidance and relevant information he may have to the Grantee and their agents [REDACTED] MS  
R/S

Grantee shall use their best efforts to obtain clear and marketable title to the property. However, if Grantee is unable to clear all objections to title within 180 days from the execution of this agreement, then Grantee shall have the option of terminating this agreement and forfeiting their [REDACTED] deposit. Upon this occurrence, the Grantee shall have no further obligations to Grantors with respect to this agreement.

Grantor and Grantee further agree to allow language to be included in the pending conveyance that will allow the grantor the right of future ingress and egress to and from his adjacent lands and to get to other lands located to the north of the subject property on both the east and west side of the S/2 of the NE/4 of the SE/4.

Terms of this Letter Agreement agreed and accepted this 2<sup>nd</sup> <sup>month</sup> day of February 2012.

Galen Schmidt  
Galen Schmidt, Grantor

Rosalie Schmidt  
Rosalie Schmidt, Grantor

Brian K. Decker  
Witness: Brian K. Decker

James W. FUGATE  
Witness: James W. FUGATE

Mike Newsome  
Mike Newsome, agent for Grantee

**DESCRIPTION: (AS PREPARED BY MERRILL PARKER SHAW, INC.)**

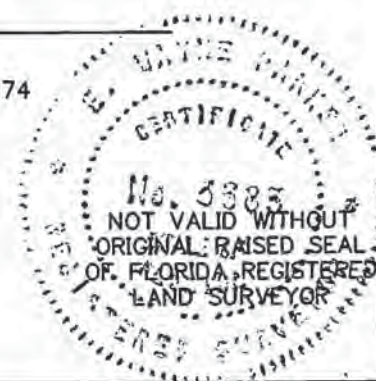
**9.98 ACRE TRACT**

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 61.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR THE POINT OF BEGINNING; THENCE GO SOUTH 02 DEGREES 41 MINUTES 06 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR A DISTANCE OF 330.00 FEET; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 37.08 FEET; THENCE GO SOUTH 02 DEGREES 25 MINUTES 59 SECONDS WEST PARALLEL TO THE EAST LINE OF SAID SECTION 11, FOR A DISTANCE OF 331.90 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE GO NORTH 87 DEGREES 23 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 554.56 FEET; THENCE DEPARTING THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 662.74 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11; THENCE GO SOUTH 87 DEGREES 18 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER SECTION 11, FOR A DISTANCE OF 554.56 FEET; THENCE GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST PARALLEL TO THE EAST LINE OF THE AFORESAID SECTION 11, FOR A DISTANCE OF 1323.54 FEET TO THE SOUTH LINE OF RAILROAD STREET, ALSO BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE GO SOUTH 87 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF RAILROAD STREET, FOR A DISTANCE OF 44.35 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY; THENCE GO SOUTH 02 DEGREES 41 MINUTES 06 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR A DISTANCE OF 1323.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE PARCEL IS SITUATED IN SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 9.98 ACRES.

*E. Wayne Parker 3/30/12*

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174  
STATE OF FLORIDA



MERRILL PARKER SHAW, INC.  
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway  
Pensacola, Florida 32503

Phone: (850) 478-4923  
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING  
9.98 ACRE TRACT



LOT 7 BLOCK 6  
TOWN OF WALNUT HILL

SOUTH LINE OF  
RAILROAD STREET

OAK STREET (P)

NORTH LINE OF THE S.E. 1/4  
OF THE N.E. 1/4 OF SECTION 11...

S87°16'29"E  
44.35'

PARCEL ID#  
11-4N-33-1100-005-006

SOUTH LINE OF THE NORTH 1/2  
OF THE N.E. 1/4 OF THE S.E.  
1/4 OF THE N.E. 1/4...

PARCEL ID#  
11-4N-33-1401-000-000

PARCEL ID#  
11-4N-33-1405-000-000

PARCEL ID#  
11-4N-33-1403-000-000

NORTH LINE  
OF THE S.E. 1/4...  
NORTH LINE OF THE  
N.E. 1/4 OF THE S.E. 1/4...

S87°18'02"E 554.56'

POINT OF BEGINNING

N87°18'02"W  
61.47'

POINT OF COMMENCEMENT  
N.E. CORNER OF S.E. 1/4  
OF SECTION 11...

**VACANT**  
9.98 ACRES

N87°18'02"W  
37.08'

N02°25'59"E 662.74'

S02°25'59"W  
331.90'

N87°23'13"W 554.56'

SOUTH LINE OF THE NORTH HALF OF THE  
N.E. 1/4 OF THE S.E. 1/4...

RAILROAD STREET (P)  
PINE STREET (P)

TRACT-A

TRACT-B1

TRACT-B2

TRACT-C

TRACT-B2\_0.80 ACRES

ALABAMA AND GULF COAST RAILWAY  
FORMERLY BURLINGTON NORTHERN SANTA FE RAILWAY  
FORMERLY ST. LOUIS AND SAN FRANCISCO RAILROAD

PAGE 2 OF 2  
SCALE 1"=300'



MERRILL PARKER SHAW, INC.  
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway  
Pensacola, Florida 32503

Phone: (850) 478-4923  
Fax: (850) 478-4924

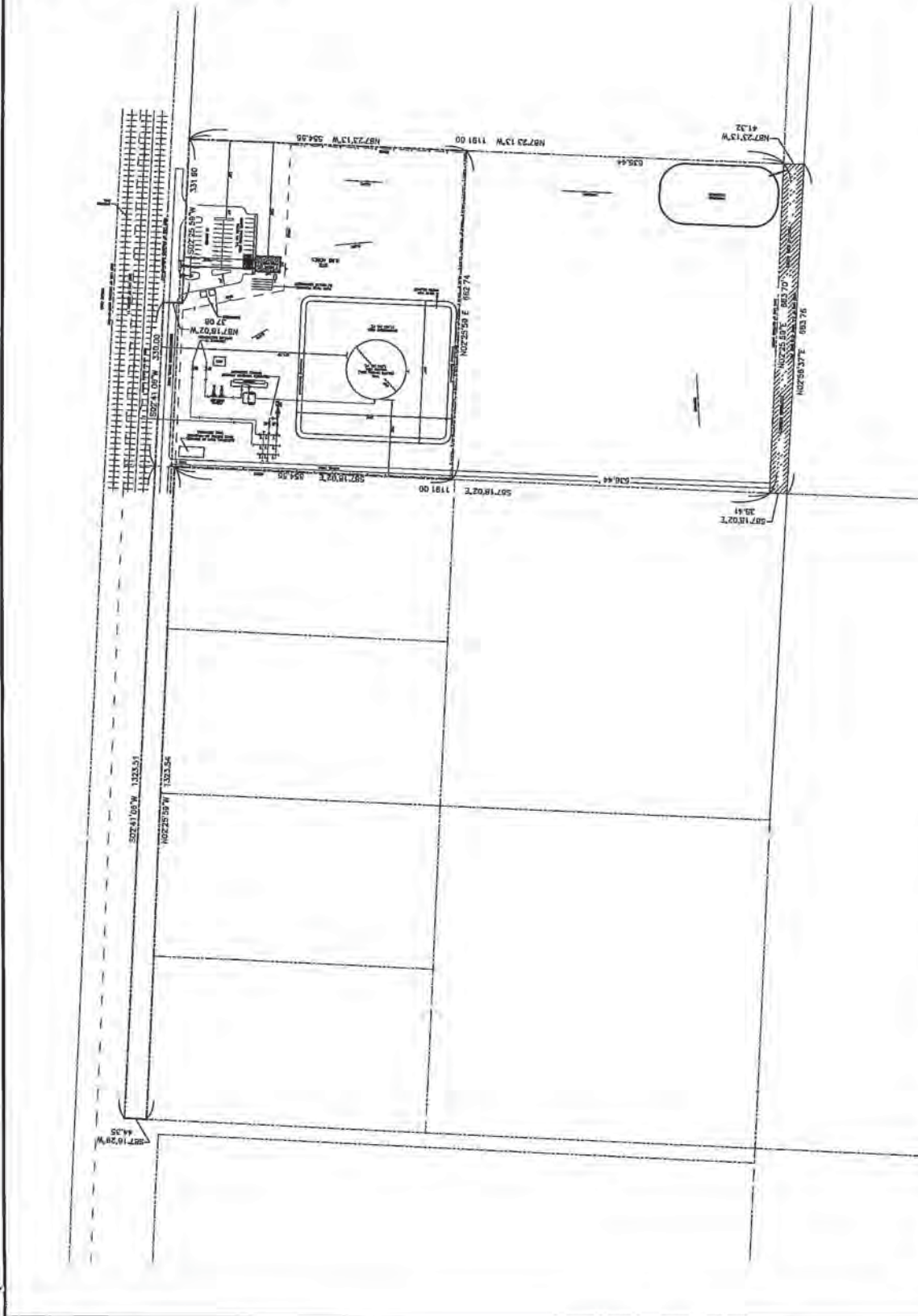
DESCRIPTION/DESCRIPTION DRAWING  
9.98 ACRE TRACT

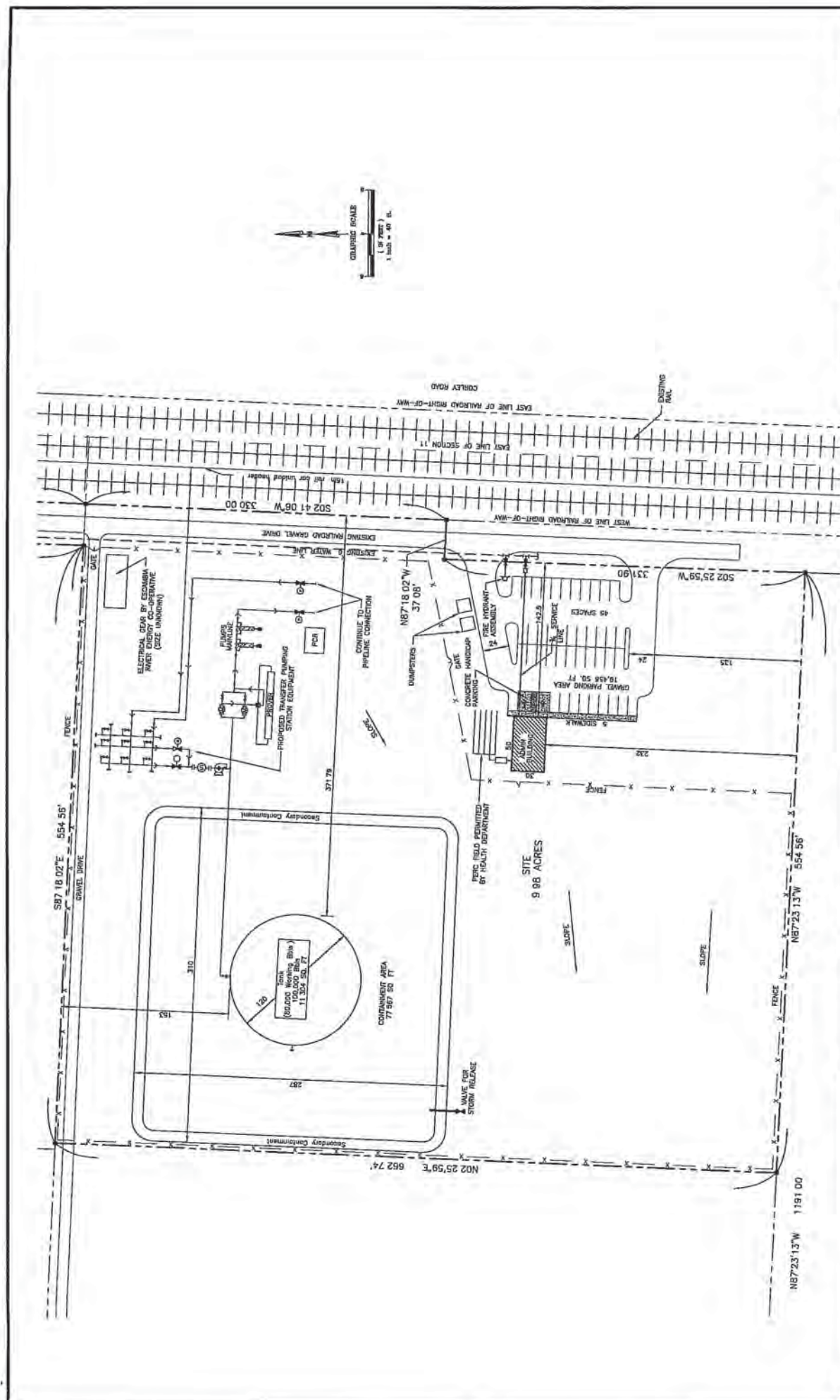


Corley Rd



REC'D APR 05 2012





<b>HUTCHINSON, MOORE &amp; RAUCH, LLC</b> ENGINEERS & SURVEYORS LAND PLANNERS 2026 W 4th STREET DAPHNIA, ALABAMA 36526		<b>GENESIS RAIL SERVICES, LLC</b> DATE: APRIL 2012 DRAWN BY: C.S.C. CHECKED BY: M.E.T. SCALE: 1"=40' SHEET: 2 OF 2	
3749-CR-04E 07066-3749-10 01		SITE GRADING AND DRAINAGE PLAN WALNUT HILL STATION - OIL TRANSFER STATION	



# SITE CONDITIONS SURVEY

**Genesis Pipeline Transfer Station**  
**9.5 acres**  
**Parcel Id 11 4N 33 4100 000 000**

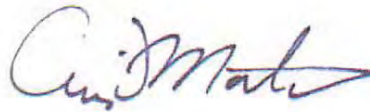
**Escambia County, Florida**

Project No. 2012-081

Prepared For:  
Hutchinson Moore & Rauch

Prepared By:

Craig D. Martin  
Sr. Scientist



---

Wetland Sciences, Inc.  
1829 Bainbridge Ave.  
Pensacola, Florida 32507

Date: April 4, 2012



## 1.0 INTRODUCTION

Wetland Sciences, Inc. (WSI) was retained by Hutchinson Moore and Rauc (HMR) to perform a Site Conditions Survey of a +/- 9.95 acre parcel. The parcel is located at the terminus of Railroad road, near the community of Walnut Hill in Escambia County, Florida, herein referred to as the *property* (Attachment A).

The purpose of the survey was to identify any natural resource of concern (i.e. wetlands, state or federally listed rare, threatened, or endangered species, critical habitat, and cultural or historic resources) and to identify measures necessary to comply with state and federal resource protection measures for any resource identified.

A WSI professional performed a visual inspection of the site and recorded pertinent observations.

The following sections of this report include a description of the site and address observations relating to the ecological condition of the property.

## 2.0 METHODS

The first part of the study focused on the identification of wetland resources in accordance with delineation methods set forth in *33 CFR 320-330* and *Chapter 62-340 F.A.C.* The first step in such studies began with researching available information such as the U.S. Geological Survey 7.5 min Quadrangle, U.S. Department of Agriculture's Natural Resource Conservation Services Soil Survey for Escambia County, U.S. Department of the Interior's National Wetland Inventory Maps, and aerial photographs. The second step includes a pedestrian survey in which a field scientist analyzes the plant community structures, soils, and indirect hydrologic indicators.

The second part of the study focused on the presence of any rare, threatened, or endangered species and/or their critical habitats within the subject parcel. The current study undertook reviews of federal and state laws. Results of these reviews were used to develop a comprehensive list of threatened and endangered species, or species of special concern, that may occur on the project site.

Through evaluation of the classified land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, specific areas were identified that could possibly support listed species. Field verification of land use, associated vegetation types and the comprehensive field evaluation was conducted over a one-day period in April 2011. This study was based on a Land Use, Cover and Forms Classification System (FLUCFCS) and focused on habitats that could potentially support state or federally listed species or species of special concern. The survey was performed within all habitats encountered and had the sole aim of determining habitat status of such flora or fauna by concentrating on signs suggesting their presence and activities. Surveys were based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988*.

The pedestrian surveys were accomplished during morning hours in an effort to observe, hear, and record evidence of faunal activity within the survey boundaries. Specific identification methodologies utilized during the surveys are described within the following paragraphs.

The third component focused on the potential presence of cultural or historical resources. The State of Florida maintains a masterfile data base which will be accesses to see if any cultural or historical occurrences or potential for occurrence within or adjacent to the subject parcel.

### **3.0 EXISTING SITE CONDITIONS**

The parcel under consideration for the transfer station exists as a fallow agricultural field, that was previously entirely under cultivation of cotton. The field is disked but no crops are in rotation during the time of the inspection. Parcels surrounding the property exist in a low density residential setting with active row crop agriculture, with the railway bisecting the area.

The property consists entirely of non-regulated upland habitats.

The uplands are entirely converted into row crop agriculture. A site photograph

Upland soils within the subject parcel as classified by the United States Department of Agriculture Soil Conservation Services' Soil Survey of

Escambia County, Florida consist of the Notcher and Red bay neither of which are Nationally listed Hydric soils (Attachment B).

#### **4.0 BIOLOGICAL ASSESSMENT FOR FEDERALLY OR STATE LISTED SPECIES**

##### **4.1 Introduction**

This document details a survey that was conducted to determine the status of threatened and endangered flora and fauna associated with the subject parcel. This report also discusses methodologies and findings associated with the survey.

##### **4.2 Classification System**

This section defines the classification systems, reviews the Federal, State, and local regulations established for the protection and preservation of threatened and endangered species, discusses the potential presence of any such species, and finally lists other species encountered during the field surveys.

Certain Federal and State regulatory departments have the authority to protect rare, threatened and endangered flora and fauna that occur in Florida. The United States Fish and Wildlife Service (USFWS) maintains a list as authorized by the Endangered Species Act of 1973 (16 USC 1531), and which enumerates the Endangered and Threatened Wildlife and Plants, 50 CFR 17.11-12. The Florida Game and Freshwater Commission (FGFWC) maintains a list of the protected animals in the state by authority of the Florida Endangered and Threatened Species Act of 1972 (Section 372.072, Florida Statutes) and the Wildlife code of the State of Florida (Chapter 39, FAC). The FGFWC list of threatened and endangered animals protected by these laws is published in Section 39-27.03-.05, FAC. The preservation of Native Flora of Florida Act (Sections 581.185, 581.186 (partial), and 581.201 Florida Statutes), passed in 1978, establishes a public policy for native flora in the State of Florida. The Florida Department of Agricultural and Consumer Services (FDACS) regulate the protection of threatened and endangered plant species in the state. The plant and animal species identified in the preservation of Native Flora of Florida Act and by FDACS are published in Section 581.185-87, Florida Statutes. A publication periodically released by FGFWC summarizes the list of plant and animal species that are regulated by the USFWS, FGFWC, and FDACS. The FGFWC list also includes species protected under the

Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).

Additionally, The Florida Department of Environmental Protection has contracted with the Nature Conservancy to maintain a list of the endangered and threatened flora and fauna for the state of Florida which includes species generated by all of the lists identified in the above paragraph. The Florida Natural Areas Inventory (FNAI) list summarizes the status and distribution of both plant and animal species and also provides descriptions of their habitats within the state. The FNAI species are not provided federal or state protection, but the compilation is utilized by regulatory agencies for general information.

In 1978, the Florida Committee on Rare and Endangered Plants and Animals published an inventory of the statewide distribution of potentially threatened and endangered species. This multi-volume series detailed descriptions, distributions, and evaluations of the status of species considered in peril. The volumes contain species that are not listed as protected by Federal and State mandates.

Listed species are either classified as endangered (E), threatened (T), of special concern (SSC), or under review (UR) for such listing. Endangered species include those threatened with extinction if deleterious factors continue to impact their populations. These include species whose numbers have already declined to a critically low number or whose habitats have been so critically reduced or degraded that some assistance is necessary to ensure their survival.

Threatened species populations, although not as critically stressed as endangered species, are also jeopardized. Species of special concern are those that warrant special attention due to similarity in appearance to other species, commercial exploitation, environmental changes, and/or trends that indicate long-term population declines. Species listed within this category may also have potential impact on endangered or threatened populations of other species.

The pedestrian survey of the subject site was conducted during the early morning hours and in a random meandering fashion.

## **5.0 CULTURAL AND HISTORICAL EVALUATION**

A review of the Master Site File - TRS Search performed by the Florida Division of Historical Resources revealed one previously recorded



cultural resource site located over one mile north of the subject parcel. Details and location of the recorded site are included in Attachment C. Since the property does not contain or is adjacent to a previously recorded site I would suggest that no further information would be necessary regarding the potential presence of historical resources.

## **6.0 RESULTS AND SUMMARY**

Three man-hours were expended during site reconnaissance and examination proceedings.

No State or Federally listed plant or animal species were confirmed as residing within the survey boundaries.

The subject parcel is comprised entirely of converted upland habitats. The parcel maintains no habitats that would fall under the regulatory jurisdiction of either the U.S. Army Corps of Engineers under *33 CFR 320-330*, Florida Department of Environmental Protection under **Rule 17-340, F.A.C. F.S.** and **Rule 9J-5.003(149), F.A.C.**, or Escambia County under their comprehensive plan and land development code.

No cultural or historical resources are expected to occur on the site as provided by the TRS Search performed by the Florida Division of Historical Resources

A photographic essay of the site and adjacent conditions is provided under Attachment D.

Questions regarding the contents or conclusions of this report can be directed to Craig Martin of Wetland Sciences, Inc at either the address or telephone number listed on the title page.

## 7.0 REFERENCES

- Allen, M. 1988. Wildlife Survey Methodology Guidelines - for Section 18.D of the Application for Development Approval. FG&FWFC, Tallahassee, FL.
- Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Technical Report Y-87-1. U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- Florida Department of Transportation, Surveying & Mapping Section. 1999. Florida Land Use, Cover And Forms Classification System Handbook, Third Edition.
- United States Department of Agriculture, Soil Conservation Service. 1985a. 26 Ecological Communities of Florida.
- United States Department of Agriculture, Soil Conservation Service. 1993. National soil survey handbook, title 430-VI. (Available in the State Office of the Natural Resources Conservation Service at Gainesville, Florida.)

Attachment A  
Site Plan with aerial

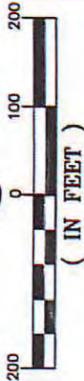
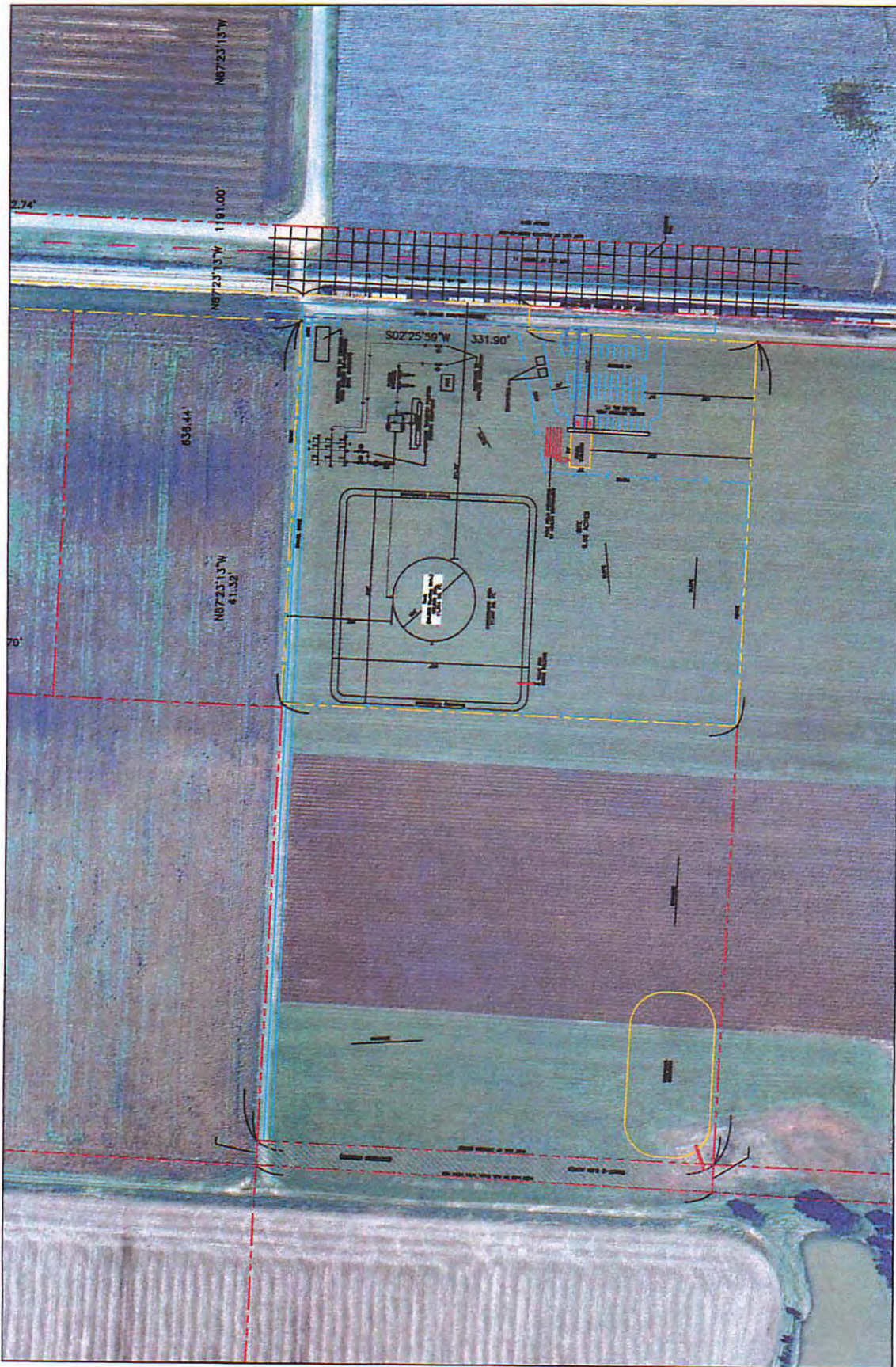


EXHIBIT A

PROJECT #2012-081

DATE: APRIL 4, 2012

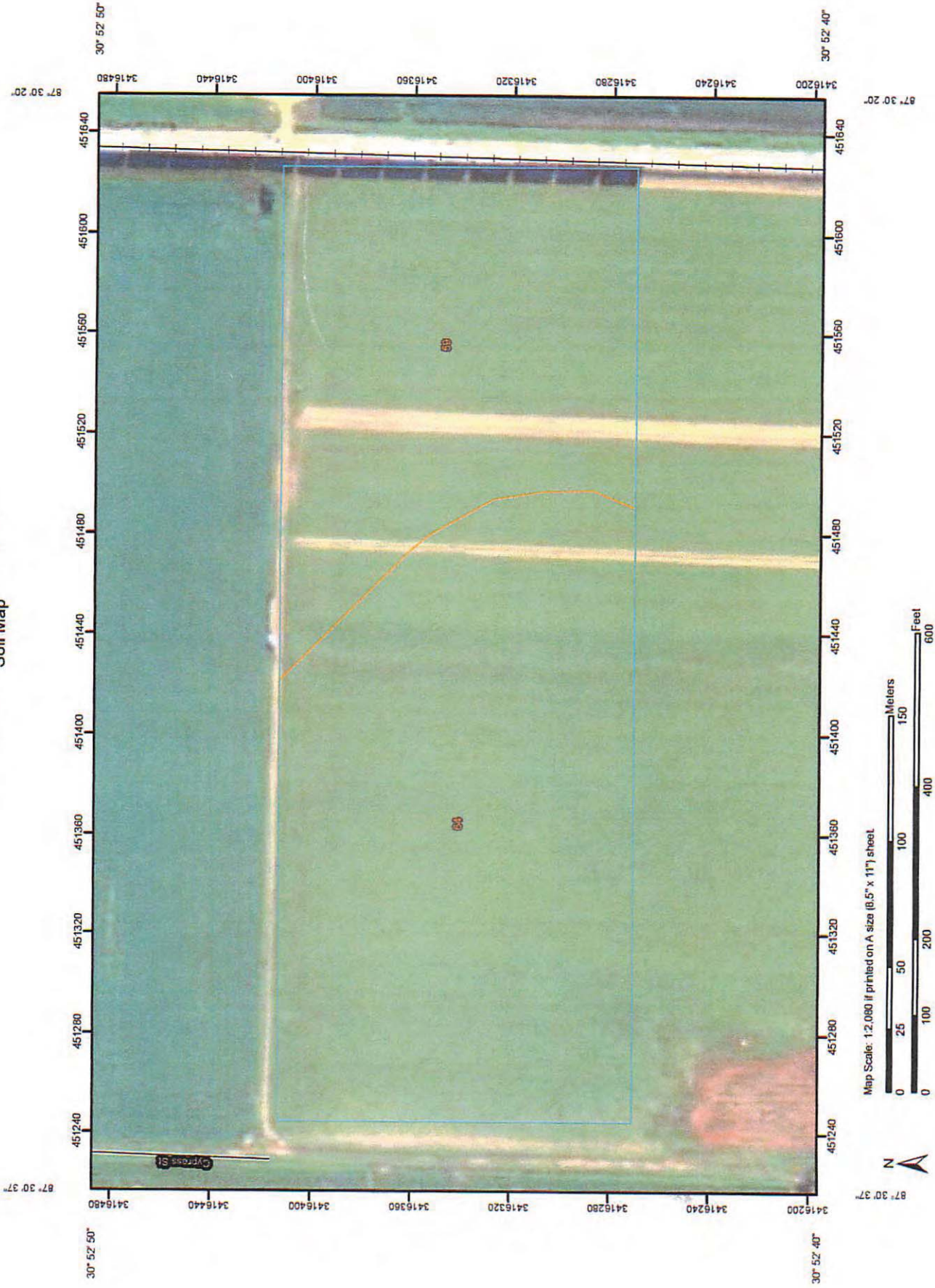
DRAWN BY: JAT

SCALE: 1" = 200'

**WETLAND**  
**SCIENCES**  
 INCORPORATED

Attachment B  
Soil survey of subject parcel

Custom Soil Resource Report  
Soil Map



Attachment C  
Master file Cultural & Resource Assessment



**This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.**

April 2, 2012

Jason Taylor  
Environmental Scientist  
Wetland Sciences, Inc  
1829 Bainbridge Avenue  
Pensacola, FL 32507  
Phone: 850.453.4700  
Fax: 850.453.1010  
Email: [jtaylor@wetlandssceinces.com](mailto:jtaylor@wetlandssceinces.com)



In response to your inquiry of April 2, 2011, the Florida Master Site File lists one previously recorded archaeological site and two standing structures found in the following sections of Escambia County:

**T04N R33W Sections 11 & 12**

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

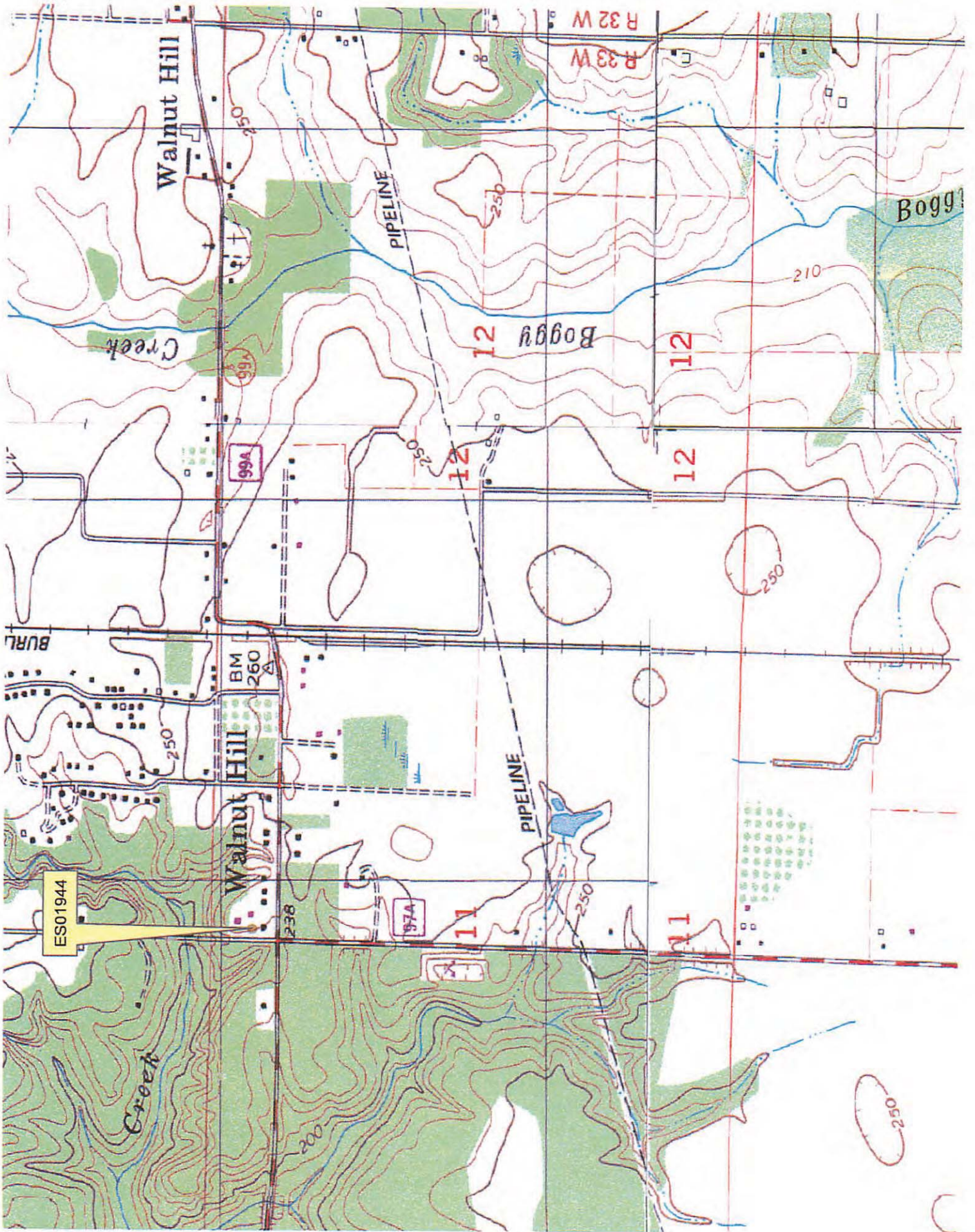
Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Lindsey Morrison  
Archaeological Data Analyst  
Florida Master Site File  
[Lindsey.Morrison@dos.myflorida.com](mailto:Lindsey.Morrison@dos.myflorida.com)

500 South Bronough Street • Tallahassee, FL 32399-0250 • [www.flheritage.com/preservation/sitefile](http://www.flheritage.com/preservation/sitefile)  
850.245.6440 ph | 850.245.6439 fax | [SiteFile@dos.state.fl.us](mailto:SiteFile@dos.state.fl.us)





Attachment D  
Representative Site photographs



View South Project site located behind heavy equipment



View Southeast Rail siding grading located on left



Existing Railway and pipeline orientation



Existing railway, and pipeline monument



Pipeline orientation through subject parcel yellow flagging in background denote location



Subject parcel condition fallow row crops, previously cotton



Project site south orientation close up



Subject parcel southeastern orientation



# Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE # Z-2012-10

## APPLICATION ATTACHMENTS CHECKLIST

- 1. For BOA, original letter of request, typed or written in blue ink & **must** include the reason for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).
- 2. Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required)
- 3. Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)
- 4. Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)
- 5. Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.
- 6. Legal Description of Property Street Address / Property Reference Number
- 7.
  - a. Rezoning: Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.
  - b. BOA: Site Plan drawn to scale.
- 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.
- 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: \_\_\_\_\_



**Development Services Department**

**Building Inspections Division**

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

**RECEIPT**

Receipt No. : **552697**

Date Issued. : 04/05/2012

Cashier ID : LPROBINS

Application No. : PRZ120400010

Project Name : Z-2012-10

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	9028096	\$1,050.00	App ID : PRZ120400010
		<b>\$1,050.00</b>	<b>Total Check</b>

Received From : GENSIS RAIL

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

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120400010	645855	1,050.00	\$0.00	6125 ARTHUR BROWN RD, MCDAVID, FL, 32568

<b>Total Amount :</b>	<b>1,050.00</b>	<b>\$0.00</b>	Balance Due on this/these Application(s) as of 4/5/2012
-----------------------	-----------------	---------------	---



BROWN JACK W  
5910 ARTHUR BROWN RD  
WALNUT HILL FL 32568

WALNUT HILL FARMS INC  
35 N WYNDEN DR  
HOUSTON TX 77056

HARMS MARSHALL M  
3057 BROWNS GROVE RD  
MURRAY KY 42071

SCHMIDT GALEN D & ROSALIE F  
1120 HWY 97A  
MCDAVID FL 32568

SCHMIDT GALEN D  
1120 HWY 97A  
WALNUT HILL FL 32568

SOLOMON JOHN P  
5571 MORGAN RD  
WALNUT HILL FL 32568

BARTLEY ROBERT E & NINA B  
420 HWY 97 A  
WALNUT HILL FL 32568-9628

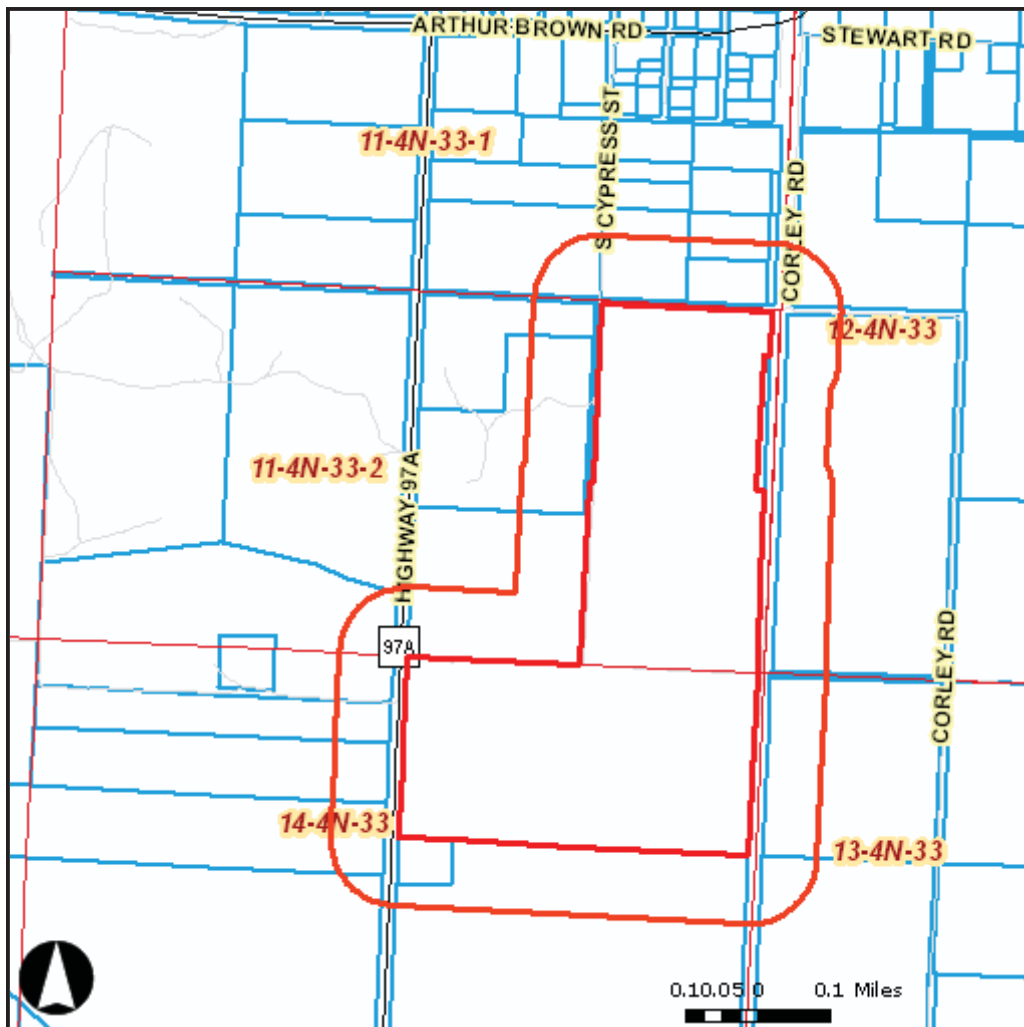
LITWILLER EMERSON O & FRIEDA H  
300 S AZTEC ST  
MONTEZUMA KS 67867-8811

CORLEY THOMAS G & JACQUELIN S  
5861 CARRIAGE DR  
SARASOTA FL 34243

NEYMAN JAMES O III  
102 HIGHPOINT DR  
GULF BREEZE FL 32561

SCHMIDT GALEN D  
1120 HWY 97 A  
WALNUT HILL FL 32568

# 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

**AI-2597**

**Growth Management Report 12. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 05/17/2012

**Issue:** 5:45 p.m. - Public Hearing - Amendment to the Official Zoning Map

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

**Organization:** Development Services

---

**RECOMMENDATION:**

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Case heard by the Planning Board on May 14, 2012, and approved during the previous agenda item, and to provide for severability, inclusion in the Code, and an effective date.

**BACKGROUND:**

Rezoning case Z-2012-10 was heard by the Planning Board on May 14, 2012. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

**BUDGETARY IMPACT:**

No budgetary impacts are expected as a result of the recommended Board action.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

---

---

**Attachments**

Draft Ordinance

**ORDINANCE NUMBER 2012-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1. Purpose and Intent.**

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

<b>Case No.:</b>	<b>Z-2012-10</b>
Address:	Highway 97A
Property Reference No.:	11-4N-33-4100-000-000
Property Size:	9.98 (+/-) acres
From:	VAG-1, Village Agricultural District (5 du per 100 acres on one-acre parcels)
To:	ID-2, Industrial, General Industrial District (noncumulative)
FLU Category:	AG, Agricultural

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections,

subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

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

**DONE AND ENACTED** by the Board of County Commissioners of Escambia County Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



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

**AI-2524**

**Growth Management Report 12. 3.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 05/17/2012

**Issue:** 5:46 p.m. - A Public Hearing - Small Scale Amendment 2012-01

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

**Organization:** Development Services

---

**RECOMMENDATION:**

5:46 p.m. Public Hearing Concerning the Review and Adoption of an Ordinance Amending the 2030 Escambia County Comprehensive Plan

That the Board review and adopt a Small Scale Amendment SSA-2012-01; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the Future Land Use map designation.

**BACKGROUND:**

Neal Bjorklund, Agent for Galen and Rosalie Schmidt, requested an amendment to change the Future Land Use category for a parcel totaling 9.98 (+/-) acres from Agricultural (AG) to Industrial (I). The attached implementing Ordinance proposes amending Chapter 7 of the Comprehensive Plan, "Future Land Use Element", to amend the Year 2030 Future Land Use Map.

The proposed amendment consists of 9.98 (+/-) acres which is under the 10 acres or less requirement for a small scale amendment as stated in F.S. 163.3187(a). This amendment is the first small scale amendment for this calendar year, therefore it will not exceed the maximum of 120 acres in a calendar year as stated in F.S. 163.3187(b).

**(Since the Case will be heard at the May 14, 2012, Planning Board meeting, which is prior to the agenda deadline for the May 17, 2012, BCC Meeting, the Planning Board recommendation will be made verbally at the May 17, 2012, BCC Meeting, by the Development Services Department Director. Additional backup documentation to be distributed under separate cover.)**

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Comprehensive Plan Section 4.07 requires a public hearing review by the local planning agency (Planning Board) of any proposed amendment to the plan prior to adoption by the Board of County Commissioners in a subsequent public hearing.

**IMPLEMENTATION/COORDINATION:**

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

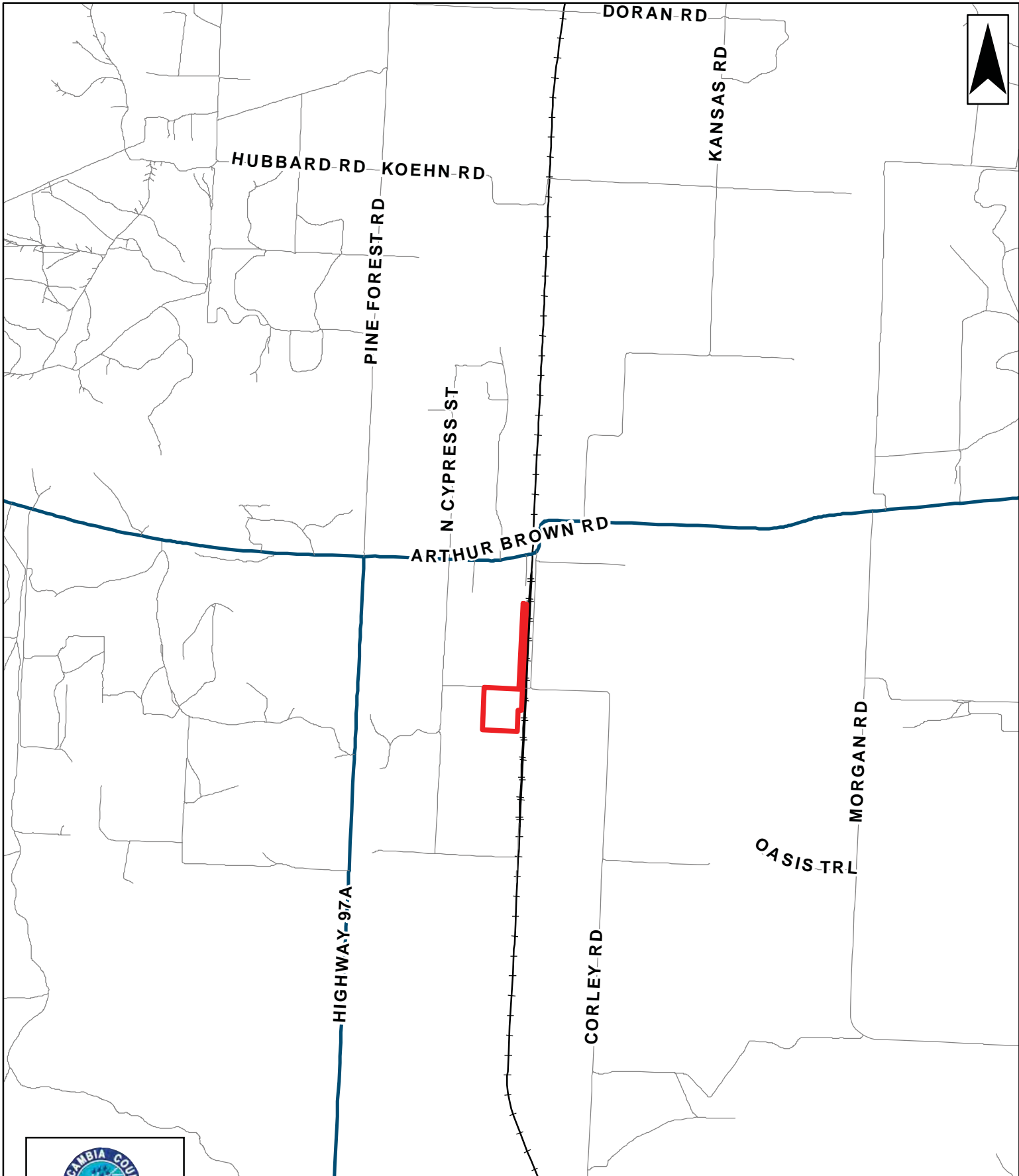
---

**Attachments**

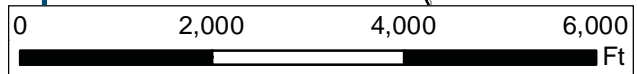
SSA-2012-01  
Staff Analysis  
Ordinance




**SSA-2012-01**



# SSA-2012-01 LOCATION MAP

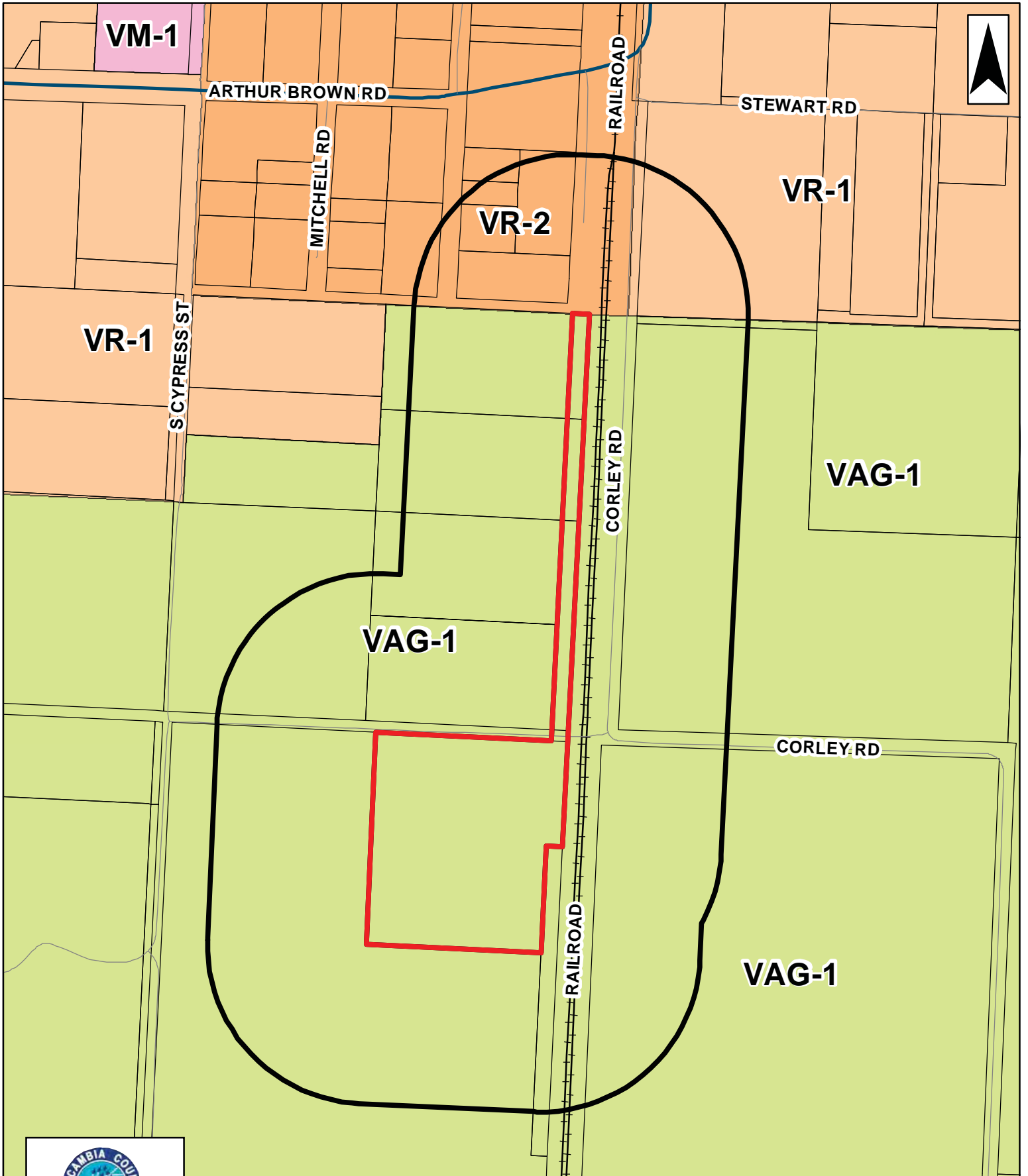



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



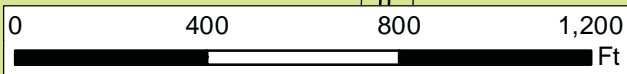
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.







Andrew Holmer  
Planning and Zoning Dept.



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

**SSA-2012-01**  
**500' RADIUS ZONING**



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



ARTHUR BROWN RD

STEWART RD

RC

RC

MITCHELL RD

S CYPRESS ST

RC

CORLEY RD

AG

RC

CORLEY RD

AG

AG

AG

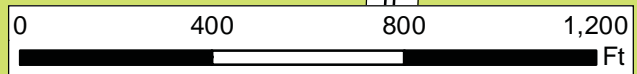
RAILROAD



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

Andrew Holmer  
Planning and Zoning Dept.

# SSA-2012-01 EXISTING FLU



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



ARTHUR BROWN RD

STEWART RD

RC

RC

MITCHELL RD

S CYPRESS ST

RC

CORLEY RD

AG

RC

CORLEY RD

I

AG

AG

AG

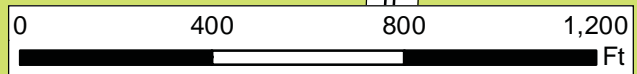
RAILROAD



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

Andrew Holmer  
Planning and Zoning Dept.

# SSA-2012-01 PROPOSED FLU



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



ARTHUR BROWN RD

STEWART RD

MITCHELL RD

RAILROAD

SCYPRESS ST

CORLEY RD

CORLEY RD

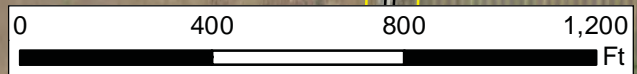
RAILROAD



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

Andrew Holmer  
Planning and Zoning Dept.

# SSA-2012-01 AERIAL MAP



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



**NOTICE OF  
REQUEST FOR FUTURE  
LAND USE CHANGE**

EXISTING FUTURE LAND USE AG

PROPOSED FUTURE LAND USE I

CPA NUMBER SSA-2012-01

**PUBLIC MEETING/HEARING**

PLANNING BOARD  
DATE: 5/14/12 TIME: 8:30 a.m.

Central Office Complex  
3363 West Park Place  
Room 104 Board Meeting Room #

**BOARD OF COUNTY COMMISSIONERS**

DATE: 5/17/12 TIME: 5:45 p.m.

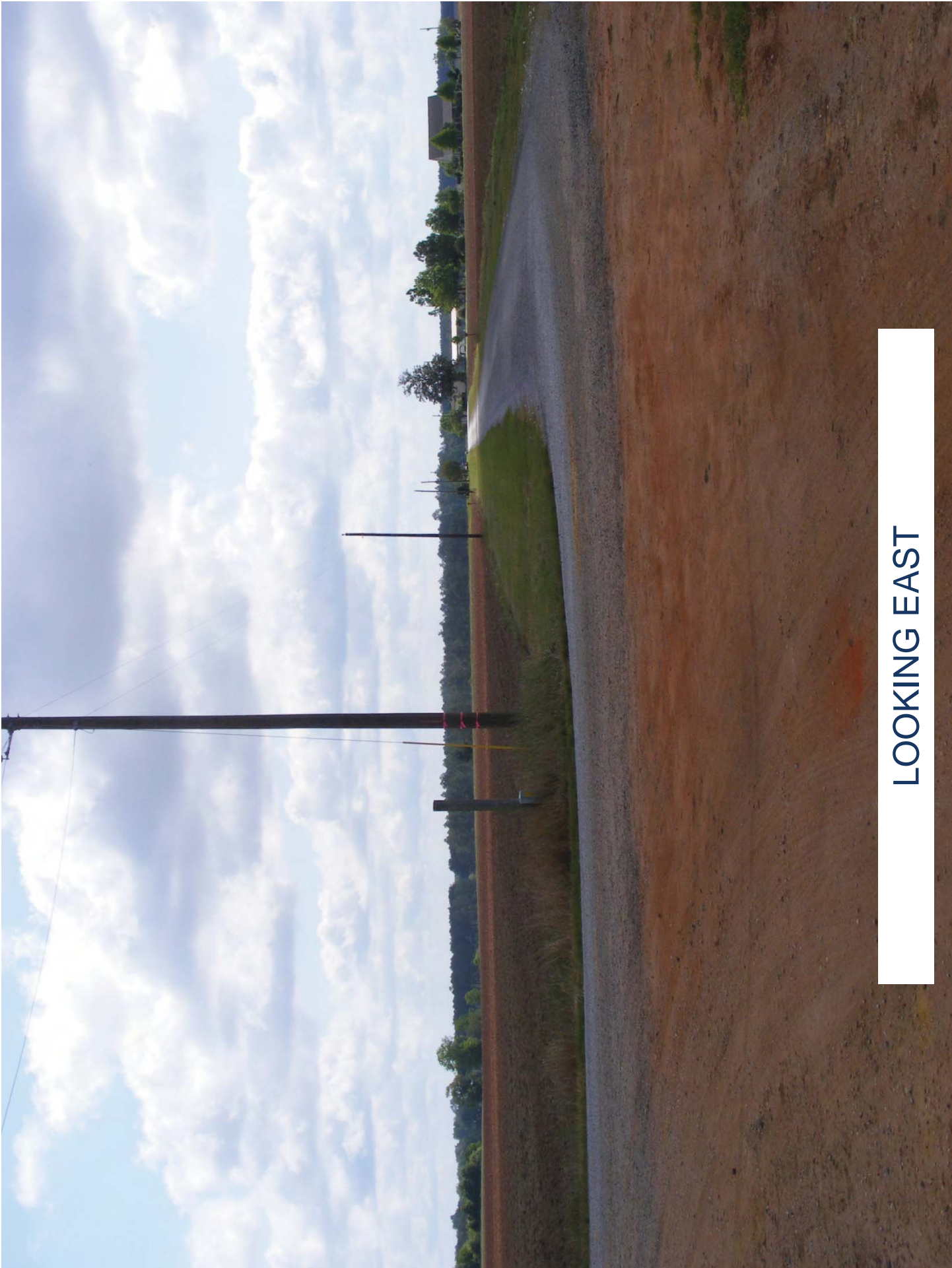
ESCAMBIA COUNTY COURTHOUSE  
221 PALAFOX PLACE  
1<sup>st</sup> FLOOR BCC CHAMBERS

FOR MORE INFORMATION CALL:  
ESCAMBIA COUNTY PLANNING AND ENGINEERING  
595-3475



LOOKING WEST AT THE PARCEL





LOOKING EAST



LOOKING SOUTH



LOOKING NORTH



LOOKING EAST



# HUTCHINSON, MOORE & RAUCH, LLC

Post Office Box 1127  
Daphne, Alabama 36526

Telephone: (251) 626-2626  
Fax: (251) 626-6934

April 5, 2012

Ms. Allyson Cain  
Planning Board Coordinator  
Escambia County Development Services  
3363 West Park Place  
Pensacola, FL 32505

RE: Small Scale Future Lane Use Amendment for  
Genesis Rail Systems, LLC  
Arthur Brown Road, Walnut Hill, Florida

Dear Ms. Cain:

The owner of the referenced parcel wishes to construct a crude oil transfer station to transfer crude oil from tank cards to an existing pipeline. The site currently has a future land use of AG and zoning of VAG-1 which does not allow for this type of development. We are requesting a future land use designation of I to allow for the development of the subject parcel.

We have attached the following items for your review:

1. One copy of the complete application including the owners information, description of the property, affidavit of ownership and authorization, affidavit of ownership and limited power of attorney, and concurrency determination acknowledgment form.
2. One copy of the warranty deed as proof of ownership.
3. One street map depicting the general location of the subject parcel.
4. One copy of the boundary survey.
5. One copy of the site conditions survey.
6. A check in the amount of \$1,750.00.

Please forward these documents to the appropriate staff and planning board members. Should you have questions or comments, please call me at 251.626.2626. We appreciate your assistance in this matter.

Sincerely,

HUTCHINSON, MOORE & RAUCH, LLC

  
Douglas A. Bailey, P.E.

/djh

G1068/3746/12.073

cc: Neal Bjorklund

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT  
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**FUTURE LAND USE MAP AMENDMENT APPLICATION**

**(THIS SECTION FOR OFFICE USE ONLY):**

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT   X    
LARGE SCALE FLU AMENDMENT                     

Current FLU:   AG   Desired FLU:   I   Zoning:   VAG-1   Taken by:                     

Planning Board Public Hearing, date(s):   5/14/12  

BCC Public Hearing, proposed date(s):   5/17/12  

Fees Paid   \$1750.00   Receipt #   552696   Date:   4/5/12  

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL**

Name:   Galen Schmidt  

Address:   1120 Highway 97A  

City:   Walnut Hill   State:   FL   Zip Code:   32568  

Telephone: ( 251 )   294-2146  

Email:   NA  

**DESCRIPTION OF PROPERTY:**

Street address:   6125 Arthur Brown Road  

  Walnut Hill / See Attached Survey  

Subdivision:   NA  

Property reference number: Section   11   Township   4N   Range   3W  

Parcel   4100   Lot   000   Block   000  

Size of Property (acres)   9.98 acres

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT  
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR  
FUTURE LAND USE CHANGE REQUEST**

**By my signature, I hereby certify that:**

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Signature (Property Owner)	Printed Name	Date
	Neal Bjorklund	4/5/12

Signature (Agent's Name (or owner if representing oneself)	Printed Name	Date
--	--------------	------

Address: Genesis Energy, Inc., 3652 Berryhill Road

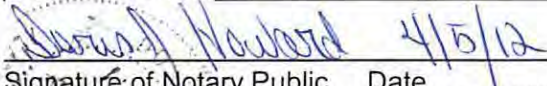
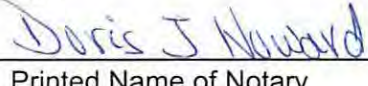
City: Pace State: FL Zip: 32571

Telephone ( 713 ) 860 - 2787 Fax # (713 ) 860 - 2626

Email: neal.bjorklund@genlp.com

STATE OF Alabama  
COUNTY OF at Large

The forgoing instrument was acknowledged before me this 5<sup>th</sup> day of April, year of 2012 by \_\_\_\_\_ who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current \_\_\_\_\_ as identification.

	<u>4/5/12</u>	
Signature of Notary Public	Date	Printed Name of Notary

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 22, 2012  
My Commission Expires THRU NOTARY PUBLIC UNDERWRITERS Commission No. \_\_\_\_\_  
(Notary seal must be affixed)



ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT  
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY**

As owner of the property located at 6125 Arthur Brown Rd. Walnut Hill  
Pensacola, Florida, Property Reference Number(s) 11-4N-33-4100-000-000

I hereby designate Neal Bjorklund, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 2nd day of April, the year of 2012, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

<u>Galen Schmidt</u>	<u>Rosalie Schmidt</u>	<u>4-2-12</u>	<u>Galen Schmidt</u>	<u>Rosalie Schmidt</u>
Signature of Property Owner	Date		Printed Name of Property Owner	
<u>Neal Bjorklund</u>	<u>4-2-2012</u>		<u>Neal Bjorklund</u>	
Signature of Agent	Date		Printed Name of Agent	

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2 day of April, year of 2012, by Galen Schmidt, Rosalie Schmidt, Neal Bjorklund who (X) did ( ) did not take an oath.

He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current \_\_\_\_\_ as identification.

<u>Lauren Baczewski</u>	<u>4/2/12</u>	<u>Lauren Baczewski</u>
Signature of Notary Public	Date	Printed Name of Notary Public
Commission Number <u>EE 174871</u>	My Commission Expires <u>3/1/16</u>	

(Notary seal must be affixed)





**FUTURE LAND USE MAP AMENDMENT APPLICATION  
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Walnut Hill Crude Oil Transfer Station

Property reference #: Section 11 Township 4N Range 3W

Parcel # 11-4N-33-4100-000-000

Project Address:

6125 Arthur Brown Road, Walnut Hill, Florida 32568

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 5 DAY OF April, 2012

Owner's signature

Agent's signature

Owner's name (print)

Agent's name (print)

OR BK 5532 P60986  
Escambia County, Florida  
INSTRUMENT 2004-307001

REC'D BY STAFFS FOR REC CO 6152.40  
12/1/04 ERIC LEE HARRIS, CLERK

1850  
156240

**WARRANTY DEED**

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**KNOW ALL MEN BY THESE PRESENTS:** that **BEN HIEBERT**, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged, have bargained, sold, conveyed and granted unto **GALEN SCHMIDT AND ROSALIE SCHMIDT**, Husband and Wife, 1120 Highway 97A, Walnut Hill, FL, 32568 and **BEN HIEBERT**, 850 Hwy 97-A, Walnut Hill, Florida, 32568, Grantees, and grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

BEGIN 100 FEET WEST AND 330 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4, THENCE SOUTH 990 FEET, THENCE WEST 1191 FEET TO THE EAST LINE OF CYPRESS STREET, THENCE NORTH 1324 FEET, THENCE EAST 596 FEET, THENCE SOUTH 330 FEET, THENCE EAST 595 FEET TO POINT OF BEGINNING, AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS DEED BOOK 563, PAGE 554 STATE ROAD R/W, S/97A, OF SECTION 14, SECTION 11/14, TOWNSHIP 4 NORTH, RANGE 33 WEST AND ALSO THE NORTH 330 FEET OF THE EAST 695 FEET OF THE SOUTHEAST 1/4, OR BOOK 1182, PAGE 145 AND ALSO BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SECTION, SOUTH 89 DEGREES, 09 MINUTES, 44 SECONDS, EAST ALONG THE SOUTH LINE OF SECTION 19, THENCE 83/100 FEET TO EASTERLY R/W LINE STATE ROAD 97A (100 FEET R/W), THENCE CONTINUE SOUTH 89 DEGREES, 09 MINUTES, 44 SECONDS, EAST ALONG SOUTH LINE OF SECTION, THENCE 1276 17/100 FEET FOR POINT OF BEGINNING, DEPART SOUTH LINE OF SECTION, NORTH 01 DEGREES, 25 MINUTES, 54 SECONDS, THENCE EAST 3311 63/100 FEET TO NORTHEAST CORNER OF SOUTH 1/2 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION, THENCE SOUTH 00 DEGREES, 57 MINUTES, 53 SECONDS, THENCE WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION, THENCE 3311 46/100 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF THE SECTION, THENCE NORTH 89 DEGREES, 09 MINUTES, 44 SECONDS, THENCE WEST ALONG THE SOUTH LINE OF SECTION, THENCE 26 99/100 FEET TO POINT OF BEGINNING, OR BOOK 4772, PAGE 403. (5.26<sup>rd</sup>)

OR BK 5532 P60987  
Escambia County, Florida  
INSTRUMENT 2004-307001

RCD Dec 01, 2004 03:14 pm  
Escambia County, Florida

Account No.: 114N334100000000

ERNIE LEE MAGANA  
Clerk of the Circuit Court  
INSTRUMENT 2004-307001

TO HAVE AND TO HOLD, unto the Grantees, their successors and assigns,  
forever.

Together with all and singular the tenements, hereditaments and  
appurtenances thereto belonging in anywise appertaining, free from all  
exemptions and right of homestead.

And said grantor does fully warrant the title to said land and will  
defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has hereunto set his hand and seal on  
this 25<sup>th</sup> day of July, 2004.

Ben Hiebert  
BEN HIEBERT  
Grantor

WITNESS Stephanie Solomon  
Printed Name: Stephanie Solomon

WITNESS Tina Marsh  
Printed Name: Tina Marsh

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me the subscriber personally appeared Ben Hiebert, and the witnesses, all  
known to me, and known to me to be the individuals described by said name in and who  
executed the foregoing instrument and acknowledged that, as grantor, executed the same for  
the uses and purposes therein set forth.

Given under my hand and seal on this 25<sup>th</sup> day of July, 2004.

Mary Lorene Whitacre  
NOTARY PUBLIC



MARY LORENE WHITACRE  
MY COMMISSION # DD 28600  
EXPIRES: April 17, 2008  
Bundled Time Budget Notary Services

Prepared By:  
Law Office of Stephanie Solomon  
5691 Morgan Road  
Walnut Hill, FL 32568  
(830) 494-9241

5571 MORGAN RD.  
WALNUT HILL, FL 32568

# Mid South Land Services Inc Inc.

Mail:  
P. O. Box 766  
Montrose, AL 36559-0766

Physical:  
107 Mockingbird Lane  
Fairhope, AL 36532-3390

## Letter Agreement

2/27/2012

Galen & Rosalie Schmidt  
1120 Highway 97 A  
Walnut Hill, FL 32568

RE: 20 acres of Land in N/2 of NE/4 of SE/4  
Section 11-T4N-R33W-Escambia, FL

This letter shall set out the basic terms of agreement between Mr. Galen Schmidt and his wife Rosalie as Grantors, and Mike Newsome, as agent for Grantee, Genesis Rail Services, LLC. regarding the sale of the above described lands located in Escambia County, FL.

For and in consideration of the down payment of a [REDACTED] deposit paid to Grantors this date, Grantors hereby agree to sell ~~and or exchange (via 1031 Like Kind Exchange Guidelines)~~ the following described 20 acres of land unto the Grantee as soon as merchantable title is perfected. Grantee agrees to absorb and pay the costs associated with perfecting the title to this property along with the other lands listed on the Deed recorded at OR Book 5532/986 & the Mennonite Church lands at Deed recorded in OR Book 5532/990.

*MS  
RCH*

**Township 4 North, Range 33 West  
Section 11: The N/2 of the NE/4 of the SE/4 containing 20 acres more or less. Less & except all Oil, Gas and Minerals under subject lands.**

Upon approval of clear and merchantable title, Grantee hereby agrees to tender as full and final payment and consideration for the execution of a valid Warranty Deed the amount of [REDACTED] ~~or comparable valued LKE property.~~ Grantors further offer and agree to provide any guidance and relevant information he may have to the Grantee and their agents [REDACTED]

*MS  
RCH*

Grantee shall use their best efforts to obtain clear and marketable title to the property. However, if Grantee is unable to clear all objections to title within 180 days from the execution of this agreement, then Grantee shall have the option of terminating this agreement and forfeiting their [REDACTED] deposit. Upon this occurrence, the Grantee shall have no further obligations to Grantors with respect to this agreement.

Grantor and Grantee further agree to allow language to be included in the pending conveyance that will allow the grantor the right of future ingress and egress to and from his adjacent lands and to get to other lands located to the north of the subject property on both the east and west side of the S/2 of the NE/4 of the SE/4.

Terms of this Letter Agreement agreed and accepted this 2~~nd~~<sup>nd</sup> <sup>month</sup> day of February 2012.

Galen Schmidt  
Galen Schmidt, Grantor

Rosalie Schmidt  
Rosalie Schmidt, Grantor

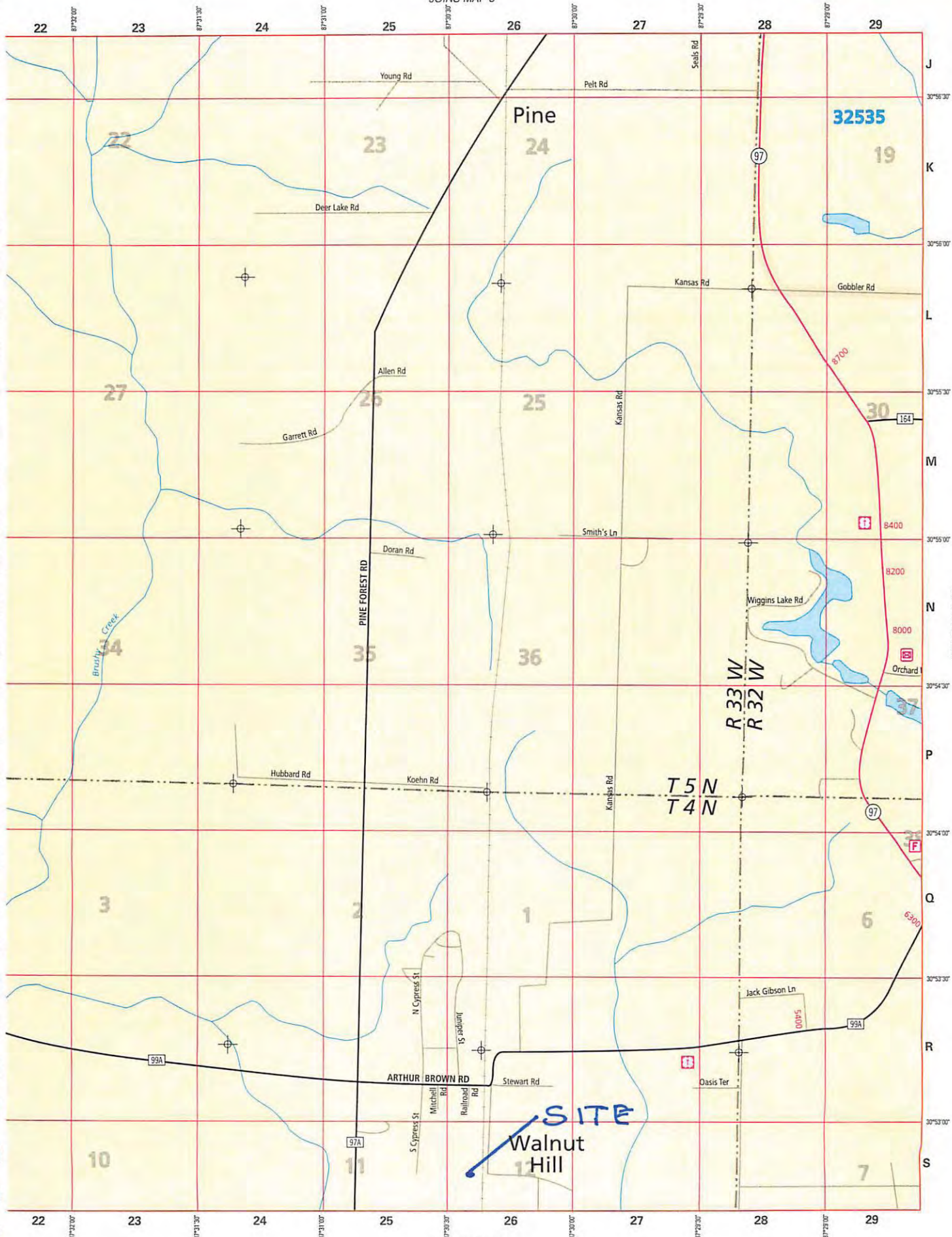
Brian K. Decker  
Witness: Brian K. Decker

James W. Fugate  
Witness: James W. FUGATE

Mike Newsome  
Mike Newsome, agent for Grantee

JOINS MAP 5

JOINS MAP 37



REC'D APR 05 2012

**DESCRIPTION: (AS PREPARED BY MERRILL PARKER SHAW, INC.)**

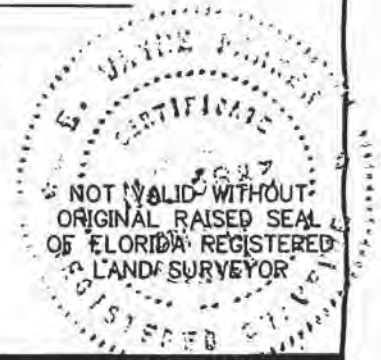
**9.98 ACRE TRACT**

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 61.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR THE POINT OF BEGINNING; THENCE GO SOUTH 02 DEGREES 41 MINUTES 06 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR A DISTANCE OF 330.00 FEET; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 37.08 FEET; THENCE GO SOUTH 02 DEGREES 25 MINUTES 59 SECONDS WEST PARALLEL TO THE EAST LINE OF SAID SECTION 11, FOR A DISTANCE OF 331.90 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE GO NORTH 87 DEGREES 23 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 554.56 FEET; THENCE DEPARTING THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 662.74 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11; THENCE GO SOUTH 87 DEGREES 18 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER SECTION 11, FOR A DISTANCE OF 554.56 FEET; THENCE GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST PARALLEL TO THE EAST LINE OF THE AFORESAID SECTION 11, FOR A DISTANCE OF 1323.54 FEET TO THE SOUTH LINE OF RAILROAD STREET, ALSO BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE GO SOUTH 87 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF RAILROAD STREET, FOR A DISTANCE OF 44.35 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY; THENCE GO SOUTH 02 DEGREES 41 MINUTES 06 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR A DISTANCE OF 1323.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE PARCEL IS SITUATED IN SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 9.98 ACRES.

*E. Wayne Parker 3/30/12*

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR  
 FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174  
 STATE OF FLORIDA

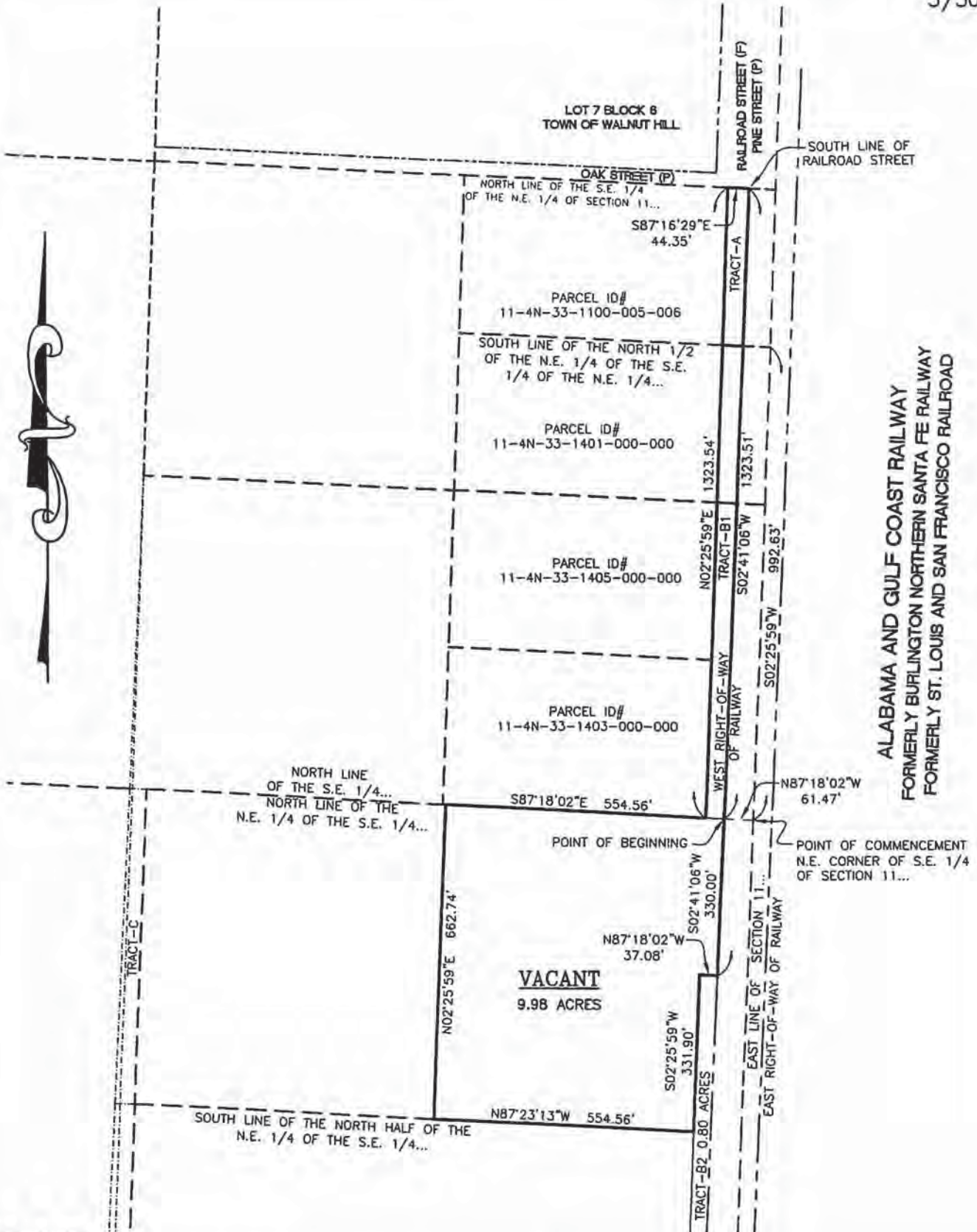


MERRILL PARKER SHAW, INC.  
 PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway  
 Pensacola, Florida 32503

Phone: (850) 478-4923  
 Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING  
 9.98 ACRE TRACT



ALABAMA AND GULF COAST RAILWAY  
FORMERLY BURLINGTON NORTHERN SANTA FE RAILWAY  
FORMERLY ST. LOUIS AND SAN FRANCISCO RAILROAD

PAGE 2 OF 2  
SCALE 1" = 300'



MERRILL PARKER SHAW, INC.  
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway Phone: (850) 478-4923  
Pensacola, Florida 32503 Fax: (850) 478-4924

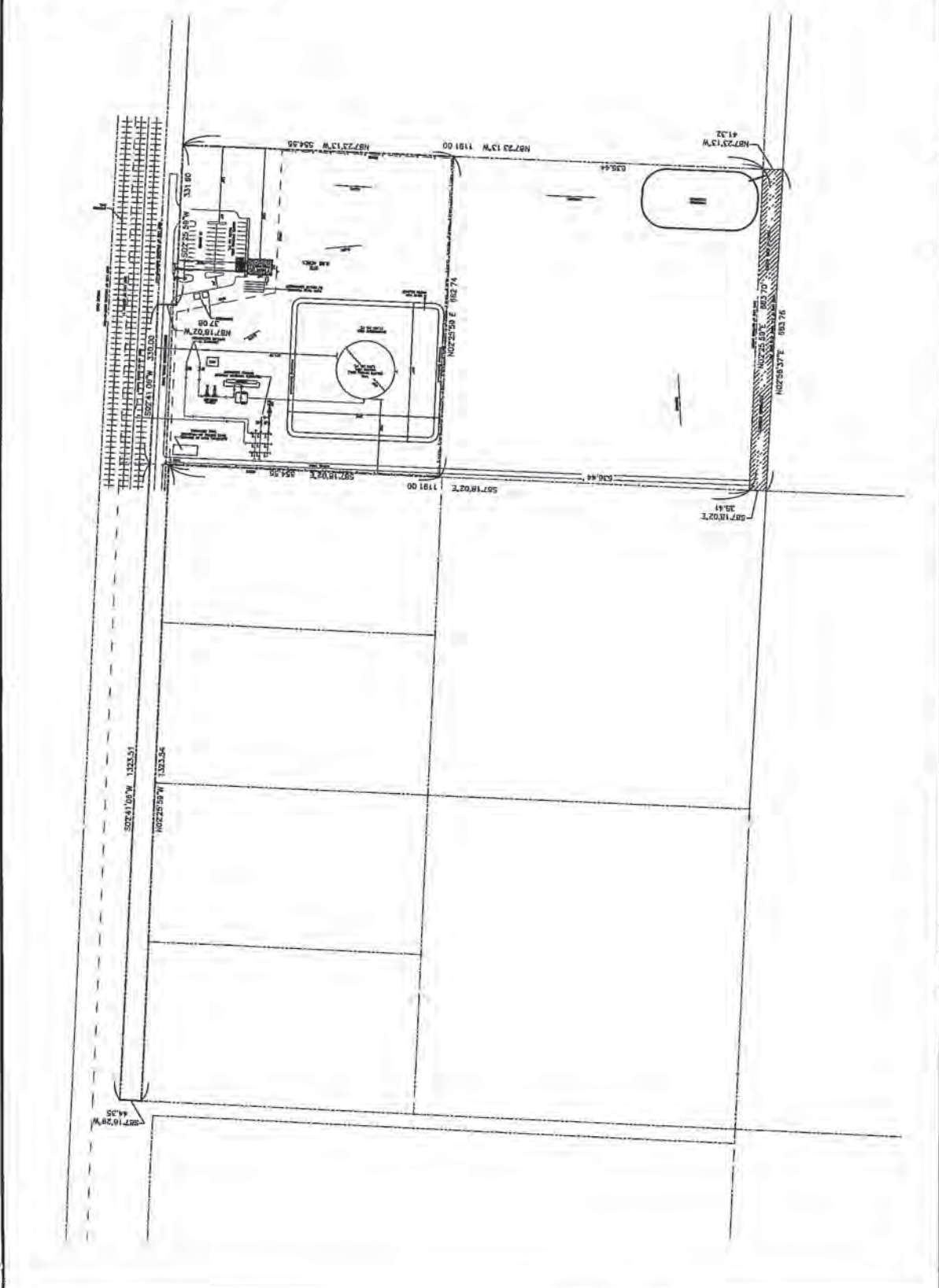
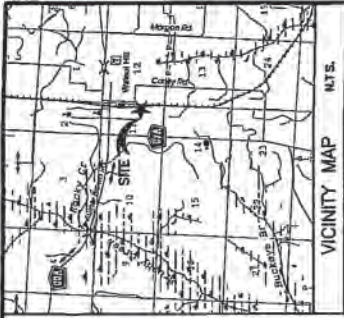
DESCRIPTION/DESCRIPTION DRAWING  
9.98 ACRE TRACT



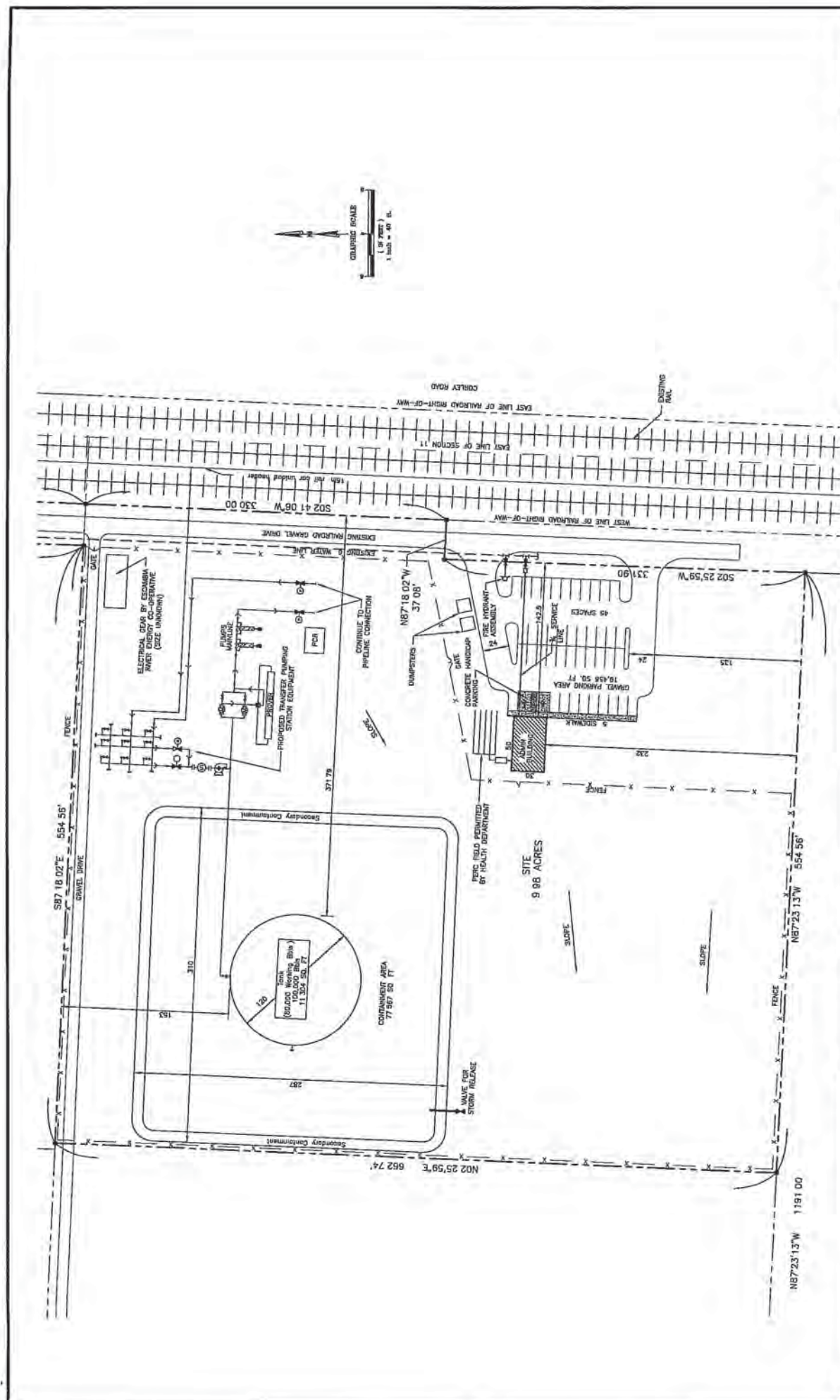
Corley Rd



REC'D APR 05 2012



	<b>HUTCHINSON, MOORE &amp; RAUCH, LLC</b> ENGINEERS & SURVEYORS LAND PLANNERS 5030 MAIN STREET DAPHNE, ALABAMA 36526	TEL (251) 828-2526 FAX (251) 828-4834 daphne@hmrng.com	<b>OVERALL SITE PLAN</b> WALNUT HILL STATION - OIL TRANSFER STATION <b>GENESIS RAIL SERVICES, LLC</b>	DATE: APRIL 2012 DRAWN BY: C.S.C. CHECKED BY:	SHEET: 1 OF 2 PROJECT: 01698-3746-1001
	REVISION:	DATE:	DRAWN BY:	CHECKED BY:	SHEET:



<b>HUTCHINSON, MOORE &amp; RAUCH, LLC</b> ENGINEERS & SURVEYORS LAND PLANNERS 2026 W 4TH STREET DAPHNOLA, ALABAMA 36526		<b>GENESIS RAIL SERVICES, LLC</b> DATE: APRIL 2012 DRAWN BY: C.S.C. CHECKED BY: M.E.T. SCALE: 1"=40' SHEET: 2 OF 2	
<b>HMR</b>		3749-CR-04E 07068-3749-10 01	
SITE GRADING AND DRAINAGE PLAN WALNUT HILL STATION - OIL TRANSFER STATION		3749-CR-04E 07068-3749-10 01	

# SITE CONDITIONS SURVEY

**Genesis Pipeline Transfer Station**  
**9.5 acres**  
**Parcel Id 11 4N 33 4100 000 000**

**Escambia County, Florida**

Project No. 2012-081

Prepared For:  
Hutchinson Moore & Rauch

Prepared By:

Craig D. Martin  
Sr. Scientist



---

Wetland Sciences, Inc.  
1829 Bainbridge Ave.  
Pensacola, Florida 32507

Date: April 4, 2012



## 1.0 INTRODUCTION

Wetland Sciences, Inc. (WSI) was retained by Hutchinson Moore and Rauc (HMR) to perform a Site Conditions Survey of a +/- 9.95 acre parcel. The parcel is located at the terminus of Railroad road, near the community of Walnut Hill in Escambia County, Florida, herein referred to as the *property* (Attachment A).

The purpose of the survey was to identify any natural resource of concern (i.e. wetlands, state or federally listed rare, threatened, or endangered species, critical habitat, and cultural or historic resources) and to identify measures necessary to comply with state and federal resource protection measures for any resource identified.

A WSI professional performed a visual inspection of the site and recorded pertinent observations.

The following sections of this report include a description of the site and address observations relating to the ecological condition of the property.

## 2.0 METHODS

The first part of the study focused on the identification of wetland resources in accordance with delineation methods set forth in 33 *CFR* 320-330 and *Chapter 62-340 F.A.C.* The first step in such studies began with researching available information such as the U.S. Geological Survey 7.5 min Quadrangle, U.S. Department of Agriculture's Natural Resource Conservation Services Soil Survey for Escambia County, U.S. Department of the Interior's National Wetland Inventory Maps, and aerial photographs. The second step includes a pedestrian survey in which a field scientist analyzes the plant community structures, soils, and indirect hydrologic indicators.

The second part of the study focused on the presence of any rare, threatened, or endangered species and/or their critical habitats within the subject parcel. The current study undertook reviews of federal and state laws. Results of these reviews were used to develop a comprehensive list of threatened and endangered species, or species of special concern, that may occur on the project site.

Through evaluation of the classified land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, specific areas were identified that could possibly support listed species. Field verification of land use, associated vegetation types and the comprehensive field evaluation was conducted over a one-day period in April 2011. This study was based on a Land Use, Cover and Forms Classification System (FLUCFCS) and focused on habitats that could potentially support state or federally listed species or species of special concern. The survey was performed within all habitats encountered and had the sole aim of determining habitat status of such flora or fauna by concentrating on signs suggesting their presence and activities. Surveys were based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988*.

The pedestrian surveys were accomplished during morning hours in an effort to observe, hear, and record evidence of faunal activity within the survey boundaries. Specific identification methodologies utilized during the surveys are described within the following paragraphs.

The third component focused on the potential presence of cultural or historical resources. The State of Florida maintains a masterfile data base which will be accesses to see if any cultural or historical occurrences or potential for occurrence within or adjacent to the subject parcel.

### **3.0 EXISTING SITE CONDITIONS**

The parcel under consideration for the transfer station exists as a fallow agricultural field, that was previously entirely under cultivation of cotton. The field is disked but no crops are in rotation during the time of the inspection. Parcels surrounding the property exist in a low density residential setting with active row crop agriculture, with the railway bisecting the area.

The property consists entirely of non-regulated upland habitats.

The uplands are entirely converted into row crop agriculture. A site photograph

Upland soils within the subject parcel as classified by the United States Department of Agriculture Soil Conservation Services' Soil Survey of

Escambia County, Florida consist of the Notcher and Red bay neither of which are Nationally listed Hydric soils (Attachment B).

#### **4.0 BIOLOGICAL ASSESSMENT FOR FEDERALLY OR STATE LISTED SPECIES**

##### **4.1 Introduction**

This document details a survey that was conducted to determine the status of threatened and endangered flora and fauna associated with the subject parcel. This report also discusses methodologies and findings associated with the survey.

##### **4.2 Classification System**

This section defines the classification systems, reviews the Federal, State, and local regulations established for the protection and preservation of threatened and endangered species, discusses the potential presence of any such species, and finally lists other species encountered during the field surveys.

Certain Federal and State regulatory departments have the authority to protect rare, threatened and endangered flora and fauna that occur in Florida. The United States Fish and Wildlife Service (USFWS) maintains a list as authorized by the Endangered Species Act of 1973 (16 USC 1531), and which enumerates the Endangered and Threatened Wildlife and Plants, 50 CFR 17.11-12. The Florida Game and Freshwater Commission (FGFWC) maintains a list of the protected animals in the state by authority of the Florida Endangered and Threatened Species Act of 1972 (Section 372.072, Florida Statutes) and the Wildlife code of the State of Florida (Chapter 39, FAC). The FGFWC list of threatened and endangered animals protected by these laws is published in Section 39-27.03-.05, FAC. The preservation of Native Flora of Florida Act (Sections 581.185, 581.186 (partial), and 581.201 Florida Statutes), passed in 1978, establishes a public policy for native flora in the State of Florida. The Florida Department of Agricultural and Consumer Services (FDACS) regulate the protection of threatened and endangered plant species in the state. The plant and animal species identified in the preservation of Native Flora of Florida Act and by FDACS are published in Section 581.185-87, Florida Statutes. A publication periodically released by FGFWC summarizes the list of plant and animal species that are regulated by the USFWS, FGFWC, and FDACS. The FGFWC list also includes species protected under the

Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).

Additionally, The Florida Department of Environmental Protection has contracted with the Nature Conservancy to maintain a list of the endangered and threatened flora and fauna for the state of Florida which includes species generated by all of the lists identified in the above paragraph. The Florida Natural Areas Inventory (FNAI) list summarizes the status and distribution of both plant and animal species and also provides descriptions of their habitats within the state. The FNAI species are not provided federal or state protection, but the compilation is utilized by regulatory agencies for general information.

In 1978, the Florida Committee on Rare and Endangered Plants and Animals published an inventory of the statewide distribution of potentially threatened and endangered species. This multi-volume series detailed descriptions, distributions, and evaluations of the status of species considered in peril. The volumes contain species that are not listed as protected by Federal and State mandates.

Listed species are either classified as endangered (E), threatened (T), of special concern (SSC), or under review (UR) for such listing. Endangered species include those threatened with extinction if deleterious factors continue to impact their populations. These include species whose numbers have already declined to a critically low number or whose habitats have been so critically reduced or degraded that some assistance is necessary to ensure their survival.

Threatened species populations, although not as critically stressed as endangered species, are also jeopardized. Species of special concern are those that warrant special attention due to similarity in appearance to other species, commercial exploitation, environmental changes, and/or trends that indicate long-term population declines. Species listed within this category may also have potential impact on endangered or threatened populations of other species.

The pedestrian survey of the subject site was conducted during the early morning hours and in a random meandering fashion.

## **5.0 CULTURAL AND HISTORICAL EVALUATION**

A review of the Master Site File - TRS Search performed by the Florida Division of Historical Resources revealed one previously recorded



cultural resource site located over one mile north of the subject parcel. Details and location of the recorded site are included in Attachment C. Since the property does not contain or is adjacent to a previously recorded site I would suggest that no further information would be necessary regarding the potential presence of historical resources.

## **6.0 RESULTS AND SUMMARY**

Three man-hours were expended during site reconnaissance and examination proceedings.

No State or Federally listed plant or animal species were confirmed as residing within the survey boundaries.

The subject parcel is comprised entirely of converted upland habitats. The parcel maintains no habitats that would fall under the regulatory jurisdiction of either the U.S. Army Corps of Engineers under *33 CFR 320-330*, Florida Department of Environmental Protection under **Rule 17-340, F.A.C. F.S.** and **Rule 9J-5.003(149), F.A.C.**, or Escambia County under their comprehensive plan and land development code.

No cultural or historical resources are expected to occur on the site as provided by the TRS Search performed by the Florida Division of Historical Resources

A photographic essay of the site and adjacent conditions is provided under Attachment D.

Questions regarding the contents or conclusions of this report can be directed to Craig Martin of Wetland Sciences, Inc at either the address or telephone number listed on the title page.

## 7.0 REFERENCES

- Allen, M. 1988. Wildlife Survey Methodology Guidelines - for Section 18.D of the Application for Development Approval. FG&FWFC, Tallahassee, FL.
- Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Technical Report Y-87-1. U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- Florida Department of Transportation, Surveying & Mapping Section. 1999. Florida Land Use, Cover And Forms Classification System Handbook, Third Edition.
- United States Department of Agriculture, Soil Conservation Service. 1985a. 26 Ecological Communities of Florida.
- United States Department of Agriculture, Soil Conservation Service. 1993. National soil survey handbook, title 430-VI. (Available in the State Office of the Natural Resources Conservation Service at Gainesville, Florida.)

Attachment A  
Site Plan with aerial

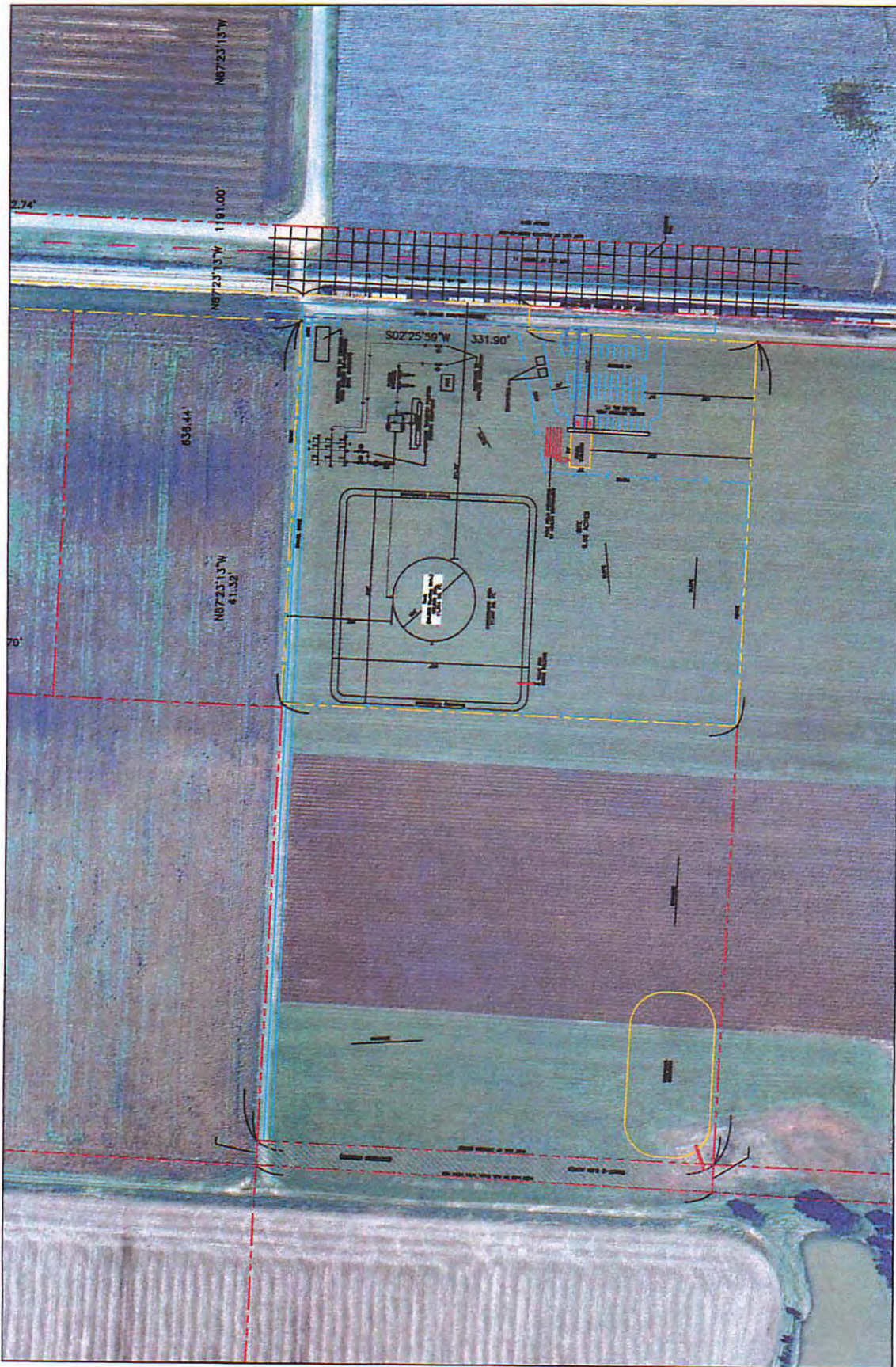


EXHIBIT A

PROJECT #2012-081

DATE: APRIL 4, 2012

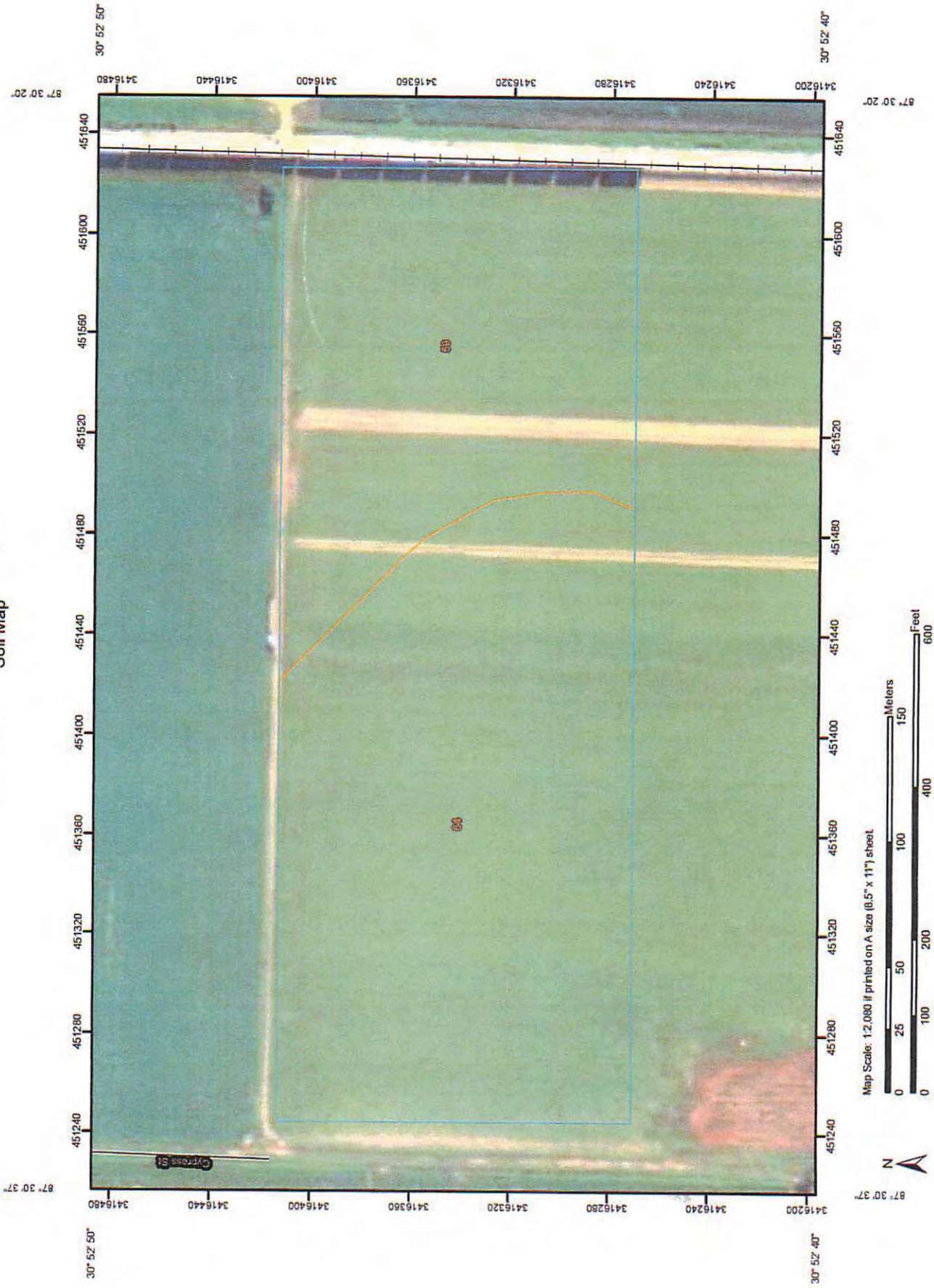
DRAWN BY: JAT

SCALE: 1" = 200'

**WETLAND**  
**SCIENCES**  
 INCORPORATED

Attachment B  
Soil survey of subject parcel

Custom Soil Resource Report  
Soil Map



Attachment C  
Master file Cultural & Resource Assessment



**This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.**

April 2, 2012

Jason Taylor  
Environmental Scientist  
Wetland Sciences, Inc  
1829 Bainbridge Avenue  
Pensacola, FL 32507  
Phone: 850.453.4700  
Fax: 850.453.1010  
Email: [jtaylor@wetlandssceinces.com](mailto:jtaylor@wetlandssceinces.com)



In response to your inquiry of April 2, 2011, the Florida Master Site File lists one previously recorded archaeological site and two standing structures found in the following sections of Escambia County:

**T04N R33W Sections 11 & 12**

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

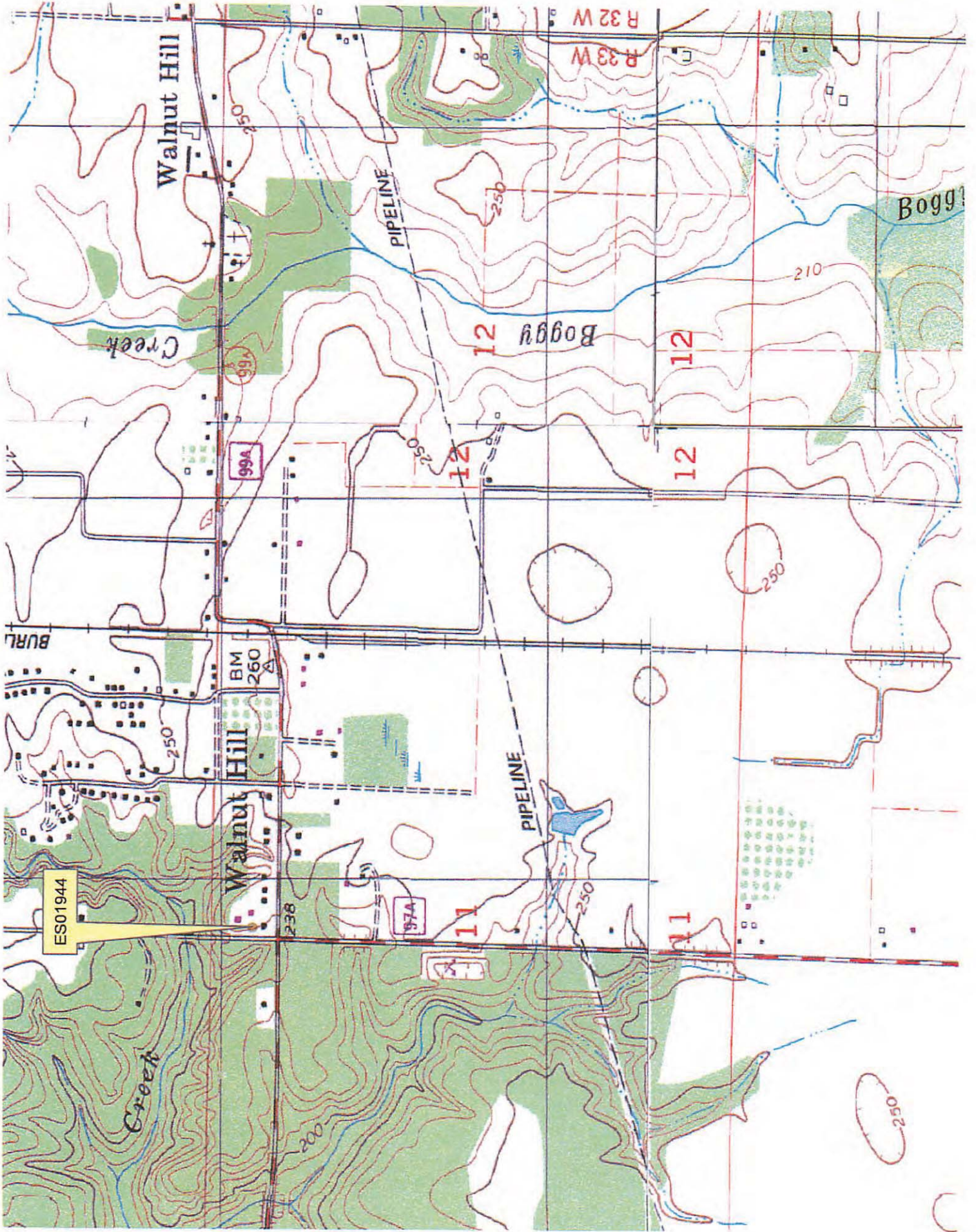
Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Lindsey Morrison  
Archaeological Data Analyst  
Florida Master Site File  
[Lindsey.Morrison@dos.myflorida.com](mailto:Lindsey.Morrison@dos.myflorida.com)

500 South Bronough Street • Tallahassee, FL 32399-0250 • [www.flheritage.com/preservation/sitefile](http://www.flheritage.com/preservation/sitefile)  
850.245.6440 ph | 850.245.6439 fax | [SiteFile@dos.state.fl.us](mailto:SiteFile@dos.state.fl.us)





Attachment D  
Representative Site photographs



View South Project site located behind heavy equipment



View Southeast Rail siding grading located on left



Existing Railway and pipeline orientation



Existing railway, and pipeline monument



Pipeline orientation through subject parcel yellow flagging in background denote location



Subject parcel condition fallow row crops, previously cotton



Project site south orientation close up



Subject parcel southeastern orientation

Hutchinson, Moore & Rauch, LLC  
 Post Office Box 1127  
 Daphne, AL 36526

Genesis Rail Systems, LLC

Comparative Analysis and General Information for a proposed small scale future land use amendment, Escambia County, Florida.

Current Owner: Galen Schmidt  
 1120 Highway 97A  
 Walnut Hill, FL 32568

Authorized Agent: Neal Bjorklund  
 Genesis Rail Systems, LLC (Applicant)  
 3652 Berryhill Road  
 Pace, FL 32571  
 713-860-2787

**Legal Description:** Survey and Deed are attached

**Current FLU:** AG

**Proposed FLU:** I

**Current Land Use Map Information:** Attached

**Site Description and Proposed Development:** The requested FLU small scale amendment is located south of Highway 99A and west of the right-of-way of Railroad Road in the Walnut Hill community. The site is composed of 9.98 acres and is currently under agricultural use and otherwise undeveloped. The site is bordered on the east by an existing railroad right-of-way that runs north and south. An existing 16-inch diameter crude oil pipeline belonging to Genesis Energy, LLC runs east and west across the property.

**1. Comparative Analysis:**

- A. Sanitary Sewer:** The proposed site is not served by sanitary sewer and none is available nearby. The proposed use does not involve any manufacturing or refining activities. The need for sanitary sewer service is limited to the bathroom facilities to be located on the proposed administration building. The Applicant proposes to dispose of the sewer through the onsite sewage disposal system to be permitted and constructed in accordance with the regulations administered by Escambia County Health Department. During construction and early operations sewage needs will be via Pot-O-Gold portables.
- B. Solid Waste Disposal:** The proposed project will use Pot-O-Gold dumpsters during the construction phase. The proposed long term solid waste disposal is to contract with Allied Waste. The solid waste will ultimately be discharged to the Perdido Landfill. It should be noted that the solid waste from the operating site will consist of normal waste streams from the personnel and general maintenance. The proposed

project doesn't involve any manufacturing or refinement process that generates a hazardous waste stream.

- C. Potable Water:** The Escambia River Energy Cooperative owns and maintains the potable water supply system for the Walnut Hill community. The closest potable water line is a 6-inch water main located on the north side of Arthur Brown Road. The proposed development plans will include the extension of a 6-inch water main down the Railroad Road right-of-way to the site. The proposed use does not involve any manufacturing or processing. The only need for potable water service is for the proposed administrative building servicing the offices, break area, and restrooms for 8-10 employees per shift. The 6-inch line will also serve as a basis for fire protection. The DRC process will allow for further fire protection review.
- D. Stormwater Management:** The proposed site is currently under agricultural use. The stormwater runoff sheet flows westward across adjacent property and gathers onto a more concentrated flow before entering an existing ditch. The ditch continues westward into an existing recreational pond located on private property. It appears that this pond has existed for a number of years and is periodically dry. It further appears that the pond doesn't have a further defined positive outfall and simply overflows to the area around it during extreme events.

The proposed schematic site development plan depicts the usage of a retention/detention area to be located outside of the site. It is the Applicants understanding that offsite storage is allowed if they obtain the proper easement and maintenance agreements. The proposed impoundment will be designed to collect and attenuate the runoff from a 25-year event including an event with greatest intensity. The first 1/2 inch of rainfall over the site will be collected and percolated into the soils. In general the design will be in accordance with the Northwest Florida Water Management District requirements as prescribed during the DRC and Development Order process.

- E. Traffic:** The proposed site development will employ 8-10 persons per shift. The Applicant has stated that the shift changes will probably occur at 6 a.m. and 6 p.m. which should avoid school traffic and other peak hours. The crude oil will be transferred from rail cars to the pipeline or stored in an onsite tank so there is no proposed trucking to be generated. Since there are no needs other than paper goods and some maintenance materials the operations will not require frequent deliveries.

Access to the site will be via the extension of the north-south Railroad Road roadway to the site. Railroad Road connects to State Route 99A also known as Arthur Brown Road. The Applicant understands that the County may require improvements in the maintained right-of-way in the form of additional signage or increasing the paving section.

We have attached a copy of the initial test for traffic concurrency worksheet from the DRC Pre-Application review indicating that the traffic impact will be de minimis or no impact. The Applicant understands that future additions or changes in operation could cause the issue of traffic concurrency to be revisited at that time.



- F. Recreation and Open Space:** Recreation and open space requirements are prescribed by the Land Development Code. Should the parcel Future Land Use designation be changed as requested, the proposed development will be required to meet the standards set forth in the LDC. These standards will be enforced by the County through a project plan submittal to the Escambia County Development Review Committee.
- G. Schools:** The proposed amendment would allow for industrial development of the property and would prohibit residential development. Therefore, this proposed amendment will not adversely impact school related levels of service.

**2. Proximity To and Impact Upon the Following:**

- A. Wellheads:** The proposed site is approximately 11,450 feet southwest from the nearest potable supply well which is operated by Walnut Hill Water and is located near the intersection of State Routes 97 and 99A. A copy of the WHPA program is enclosed in this submittal packet. Their wellhead protection plan indicates a 500 foot radius primary protection zone with an additional 500 foot observation and concern zone.

The proposed development will be subject to addressing the possible impacts during the DRC review process. As the development plan is refined the materials to be stored and/or used onsite, the prevention measures, and proposed corrective actions will be provided. A copy of a typical SPCC Plan for one of the Applicant's similar sites is enclosed.

- B. Historically Significant Sites:** According to a review of archeological information conducted by Wetland Sciences, Inc. there are no recorded archeological sites or National Register of Historical Places properties on or contiguous to the subject property.
- C. Natural Resources:** According to a field delineation conducted by Wetland Sciences, Inc., there are no environmentally sensitive or jurisdictional wetlands located upon the property.

**3. Consistency with the Comprehensive Plan**

**A. CMS 1.3.1 Consistency with the Comprehensive Plan:**

*No development activity may be approved unless it is found that the development is consistent with the Escambia County Comprehensive Plan and that the provision of the facilities enumerated in CMS 1.2.2 will be available at prescribed LOS concurrent with the impact of the development on those facilities.*

**Response:**

The Applicant understands that the approval of the amendment requires that the proposed development is still subject to the DRC process and the provision set forth within the CMS 1.2.2 Allocation of Capacity.

## **B. CMS 1.3.2 Minimum Requirements:**

*At a minimum, the Concurrency Management System shall ensure that at least one of the following standards will be met prior to issuance of a development permit or order:*

*a. The necessary facilities and services are in place at the time a development permit is issued; or*

*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; or*

*c. The necessary facilities are under construction at the time a permit is issued. This provision only relates to parks and recreation facilities and roads; or*

*d. The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of the facility or service must commence within one year of the issuance of the development order or permit; or*

*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, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of the LDC. For potable water, wastewater, solid waste, stormwater and public school 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; or*

*f. The necessary facilities needed to serve new developments are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or in place or under actual construction no more than three years after the issuance, by the County, of a development order or permit. This provision only relates to roads. The Five-Year FDOT Work Program is attached herein to this ordinance as Exhibit A.*

*g. The necessary concurrency standards for public school facilities shall be consistent with Chapter 16, Public School Facilities Element.*

### **Response:**

The proposed development plan will not negatively impact nor degrade the County's infrastructure or level of service. The Applicant understands that the DRC review process will further enforce the development concurrence with the CMS requirements.

## **C. 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).*

**Response:**

The proposed site location is based upon pure circumstance. That is, the site was chosen due to this being the crossing point of an existing 16-inch crude oil transport pipeline that runs from Jay Florida west into Alabama and the existing rail line that runs north-south along the eastern boundary of the property. The activities will not involve manufacturing or refining processes, simply the transference of oil from the rail cars into the existing pipeline and requires minimal impact upon existing public roads, utilities, and service infrastructure.

**D. FLU 2.1.1 Infrastructure Capacities:**

*Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowable through Florida Health Department permits where central sewer is not available.*

**Response:**

The proposed site location is based upon pure circumstance. That is, the site was chosen due to this being the crossing point of an existing 16-inch crude oil transport pipeline that runs from Jay Florida west into Alabama and the existing rail line that runs north-south along the eastern boundary of the property. The activities will not involve manufacturing or refining processes, simply the transference of oil from the rail cars into the existing pipeline and requires minimal impact upon existing public roads, utilities, and service infrastructure.

**E. Chapter 10 Infrastructure Element:**

*The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient and cost-effective. Included with this Element are goals, objectives, and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the health, safety, and general welfare of Escambia County's citizens.*

**Response:**

The proposed project requires the FLU amendment and a rezoning to allow this land use. The proposed project meets the goals, objectives, and policies of the Infrastructure Element for potable water service, waste water disposal, solid waste disposal, stormwater management, and aquifer protection.

**F. OBJ CON 1.4 Groundwater Response:**

*Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.*

**Response:**

The proposed project and FLU amendment is located 11,450 linear feet away from Well No. 2 of the Walnut Hill Water Systems which is the closest well. A copy of the wellhead protection plan is enclosed. Their wellhead protection plan indicates a 500 foot radius primary protection zone with an additional 500 foot observation and concern zone. In addition, the details of materials storage and operations will be addressed in further detail during the DRC process.

**Conclusion**

The proposed small scale amendment to allow the development is consistent with the goals of the Comprehensive Plan. The presence of mechanized farming and the existing railroad already lend a degree of industrial character to the subject property. This use will moderately impact the areas as far as noise or traffic while significantly impacting the area financially.

**INITIAL TEST FOR TRAFFIC CONCURRENCY WORKSHEETS**

**DEVELOPMENT REVIEW COMMENTS**

Project should meet traffic concurrency. A final review for traffic concurrency will be conducted after all other sign-offs have been obtained on the site plan final comparisons.

Rev 01/28/03

Planning ID #: PSP120300028

Pre-App:  X  MP:   PP:   SP:   Mini:

Project Name & Address:  Walnut Hill Station-Oil Transfer Station, 850 Hwy 97-A

Roadway Facility:  Hwy 99 from Pineville Rd to CR-164

Project Description:  Oil Storage Tank  District:   TAZ:  318

Worksheet Prepared By:  Thomas Brown, Jr  Phone:  (850) 595-3434  Date:  03/27/12

**TRIP GENERATION**

Source: latest edition of *Trip Generation*, ITE or data collected from related development may be accepted if sufficiently documented.

ITE Land Use: <u> Utilities </u>	ITE Code: <u> 170 </u>	Page #: <u> 285 </u>
Independent Variable: <u> employees </u>		
Size of Independent Variable:	25 [A]	
Average Rate for PH (4-6 P.M.) of Adjacent Street Traffic:	<u> 0.76 </u> [B]	
Driveway Trips (A*B), result from fitted curve equation or trips from locally collected data:	19.0 [C]	
Internal Capture Rate Percentage (if applicable):		0% [D]
Internal Trips (C*D):		0.0 [E]
Adjusted Driveway Trips (C-E):		19.0 [F]
Pass-By Trip Percentage (if applicable):		0% [G]
Pass-By Trips (F*G):		0.0 [H]
New Driveway Trips (F-H):		<u> 19 </u> [I]

**AREA OF INFLUENCE FOR TRIP DISTRIBUTION / ASSIGNMENT**

Is the number of New Driveway Trips [I], greater than 50 for commercial or greater than 5% of the Service Volume (column 22) for residential? NO [J]

If "YES" to [J], applicant is required to submit trip distribution for the proposed development. Applicant is encouraged to discuss methodology prior to preparing trip distribution.

X  If "NO" to [J], continue with PART I: *De Minimis* Determination on the following page.

Escambia County Engineering Department, Traffic and Development Division

If additional information or further discussion is needed, please call for an appointment.

## ROADWAY IMPACT ANALYSIS

Complete an Attachment for each impacted roadway segment to determine if the traffic impact is *de minimis* (PART I).  
If the impact is non *de minimis*, continue with PART II. Reference the latest edition of the *Traffic Volume and Level Of Service Report*.

### Attachment 1 of 1

**Project Name & Address:** Walnut Hill Station-Oil Transfer Station, 850 Hwy 97-A  
**Roadway Facility:** Hwy 99 from Pineville Rd to CR-164

### PART I: De Minimis Determination

Based on the LDC Section 5.12.03 adopted March 1, 2001. Reference the latest edition of the *Traffic Volume and LOS Report*.

<b>New Driveway Trips (F-H):</b>	19		[I]
<b>Trip Distribution (% exiting):</b>	85%		[K]
<b>Allocated Trips (I*K):</b>	16		[L]
<b>2-Way PM PH Service Volume (column 18):</b>	1,190		[M]
<b>1% of Service Volume (column 21 or M*.01):</b>	12		[N]
Are Allocated Trips greater than 1% of the Service Volume (is L > N)?	4	YES	[O]
<b>Existing Total Trips (column 16):</b>	56		[P]
<b>Proposed Total Trips (L+P):</b>	72		[Q]
<b>110% of Service Volume (column 23 or M*1.10):</b>	1,309		[R]
Are Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	-1,237	NO	[S]
Is the roadway segment on a designated hurricane evacuation route (column 24)?		NO	[T]

       If "NO" for [O], [S], and [T], traffic impact is *de minimis*. No further analysis is required.

  X   If "YES" for [O], [S], or [T], traffic impact is non *de minimis*. Continue with PART II.

If "YES" to [T], continue with question [U] only, in PART II below; or

  X   If "YES" to [O] and/or [S] only and "NO" to [T], continue with question [V] only, in PART II below.

### PART II: Non De Minimis Concurrency Determination

If "YES" to [T], is the number of Proposed Total Trips greater than the Service Volume (is Q > M)?	-1,118	N/A	[U]
If "NO" to [T], is the number of Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	-1,237	NO	[V]

  X   If "NO," the roadway segment meets the test for concurrency. No further analysis required.

- If "YES," identify which method will be used to maintain the adopted Level of Service:
- applying applicable trip reduction methods for service or commercial developments,
  - conducting a Traffic Impact Analysis Report (TIAR),
  - reducing the scale or scope of the proposed project,
  - withdrawing the application, or
  - identifying the roadway facility as part of the Transportation Concurrency Exception Area (TCEA) in a designated redevelopment area.

If additional information or further discussion is needed, please call for an appointment.

REC'D APR 05 2012

## WALNUT HILL WATER SYSTEM INC.

## DELINEATION OF WELLHEAD PROTECTION ZONES

Walnut Hill Water System is located in North Central Escambia Co. near the intersection of County Roads 97 and 99A. This is an area of agricultural activity, sparse residential development, light industry and school complexes. The system serves about 2,000 people with two wells and two elevated tanks located on three sites.

Well # 1 is located on the north side of County Road 99A about 500 ft. West of the intersection of County Road 97 on property owned by the Water System. The wellhead is secure under lock and key inside a pump house with no perimeter fence.

Well # 2 is located on the East side of County Road 97 past Little Pine Barron Creek on the top of the hill on property owned by the Water System. The wellhead is secure under lock and key inside a pump house with no perimeter fence.

Well # 3 is proposed for the future and would be located at the site of existing tank # 2 in the area of Enon School on property owned by the Water System.

The general geology of this area of Northern Escambia Co. consists of a Surficial Zone, a Low Permeability Zone and a Main Producing Zone. The two wells are constructed in the Surficial Zone at about the same elevation and depth, with similar static water levels, draw-downs and yields. Little Pine Barron Creek forms a deep cut drainage of the upper Surficial Zone and is at about the same elevation as the static water levels of the two wells. It is obvious that the top 50 ft. to 60 ft. of the Surficial Zone drains very rapidly to the creek creating a ground water flow pattern in the area. To delineate the protection area for the two wells a line would simply be drawn through the wellhead to intersect the creek at the closest point.

Escambia Co. will review and modify their Land Use Ordinance in the near future to develop a 200 ft. radius Zone of Contribution, no development zone and a 500 ft. radius Wellhead Protection Area, restricted development zone. a copy of this proposed ordinance is attached to this plan. Florida D.E.P. is presenting their draft for approval in March 1994 which proposes a 500 ft. radius wellhead protection area which they will protect in regards to the facilities and industries they regulate.

The Wellhead Delineation for Walnut Hill wells # 1 and # 2 will therefore be a 500 ft. radius primary protection zone, incorporating a 200 ft. radius, no development zone to take full advantage of County and State protection. A secondary 500 ft. zone of observation and concern is established up flow from the 500 ft. radius primary zones on a line intersecting the deep cut drainage at a right angle. The 500 ft. up flow point of the secondary zone

will widen in an oval shape to intersect the sides of the 500 ft. primary zone as shown on attached drawings. The delineated protection zone for proposed well # 3 will be the same as the 200 ft and 500 ft zones for your



WELLHEAD PROTECTION AREA  
INVENTORY OF POTENTIAL CONTAMINANT SOURCES

FOR  
WALNUT HILL WATER WORKS INC. WELL # 1

DIRECTIONS:

Place a number or indication next to each category you identify in your wellhead protection area. If you are mapping place a corresponding number on the map at the location of the source. If there is more than one source for a category add letters to the number designation. Please consider all sources within the protection area.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Monitor wells                 | <input checked="" type="checkbox"/> Major Highway     |
| <input type="checkbox"/> Aboveground Storage Tanks                | <input type="checkbox"/> Military Base                |
| <input type="checkbox"/> Airports                                 | <input type="checkbox"/> Mining/Excavation            |
| <input type="checkbox"/> Animal Feed Lots                         | <input type="checkbox"/> Oil/Gas Pipeline             |
| <input type="checkbox"/> Animal Waste Storage                     | <input type="checkbox"/> Pesticide Storage            |
| <input type="checkbox"/> Armory/Depot                             | <input type="checkbox"/> Pesticide Mixing             |
| <input type="checkbox"/> Asphalt Plant                            | <input type="checkbox"/> Photo Processors             |
| <input type="checkbox"/> Auto Repair/Body Shop                    | <input type="checkbox"/> Printers                     |
| <input type="checkbox"/> Cemetery                                 | <input type="checkbox"/> Refineries                   |
| <input checked="" type="checkbox"/> Chemical Plant/Mixing/Storage | <input type="checkbox"/> Railroads                    |
| <input type="checkbox"/> Drainage Canal/Storm Drain               | <input type="checkbox"/> Salvage Yards                |
| <input type="checkbox"/> Dumps/Landfills                          | <input checked="" type="checkbox"/> Septic Systems    |
| <input type="checkbox"/> Electroplaters/metal picklers            | <input checked="" type="checkbox"/> Service Stations  |
| <input checked="" type="checkbox"/> Farming/Agricultural Activity | <input type="checkbox"/> Sewage Plant                 |
| <input type="checkbox"/> Farming Cooperatives                     | <input type="checkbox"/> Waste Storage                |
| <input type="checkbox"/> Golf Courses/Nurseries                   | <input type="checkbox"/> Waste Hazardous              |
| <input type="checkbox"/> Grain Storage Bins/Silos                 | <input type="checkbox"/> Well Un-abandoned            |
| <input type="checkbox"/> Holding Pond/Lagoon                      | <input checked="" type="checkbox"/> Equipment Parking |
| <input type="checkbox"/> Injection Well                           | _____   |
| <input checked="" type="checkbox"/> Irrigation Practices          | _____   |
| <input type="checkbox"/> Laboratory/Medical Facility              | _____   |
| <input type="checkbox"/> Laundry/Dry Cleaners/Car Wash            | _____   |
| <input type="checkbox"/> Machine Shop                             | _____   |

Contamination Inventory Performed 3/9/95 By  
Water Board & John Martineau

RECOMMENDATION:  
See Management Statement!

Note: Chemical Mixing & Storage refers to the old fertilizer storage facility that is monitored and the possible activity at the pecan orchard behind the well.

WELLHEAD PROTECTION AREA  
 INVENTORY OF POTENTIAL CONTAMINANT SOURCES  
 FOR  
 WALNUT HILL WATER WORKS INC.  
 WELL # 2

DIRECTIONS:

Place a number or indication next to each category you identify in your wellhead protection area. If you are mapping place a corresponding number on the map at the location of the source. If there is more than one source for a category add letters to the number designation. Please consider all sources within the protection area.

- |   |   |
|---|---|
| <input type="checkbox"/> Abandoned wells                          | <input checked="" type="checkbox"/> Major Highway |
| <input type="checkbox"/> Aboveground Storage Tanks                | <input type="checkbox"/> Military Base            |
| <input type="checkbox"/> Airports                                 | <input type="checkbox"/> Mining/Excavation        |
| <input type="checkbox"/> Animal Feed Lots                         | <input type="checkbox"/> Oil/Gas Pipeline         |
| <input type="checkbox"/> Animal Waste Storage                     | <input type="checkbox"/> Pesticide Storage        |
| <input type="checkbox"/> Armory/Depot                             | <input type="checkbox"/> Pesticide Mixing         |
| <input type="checkbox"/> Asphalt Plant                            | <input type="checkbox"/> Photo Processors         |
| <input type="checkbox"/> Auto Repair/Body Shop                    | <input type="checkbox"/> Printers                 |
| <input type="checkbox"/> Cemetery                                 | <input type="checkbox"/> Refineries               |
| <input type="checkbox"/> Chemical Plant/Mixing/Storage            | <input type="checkbox"/> Railroads                |
| <input type="checkbox"/> Drainage Canal/Storm Drain               | <input type="checkbox"/> Salvage Yards            |
| <input type="checkbox"/> Dumps/Landfills                          | <input type="checkbox"/> Septic Systems           |
| <input type="checkbox"/> Electroplaters/metal picklers            | <input type="checkbox"/> Service Stations         |
| <input checked="" type="checkbox"/> Farming/Agricultural Activity | <input type="checkbox"/> Sewage Plant             |
| <input type="checkbox"/> Farming Cooperatives                     | <input type="checkbox"/> Waste Storage            |
| <input type="checkbox"/> Golf Courses/Nurseries                   | <input type="checkbox"/> Waste Hazardous          |
| <input type="checkbox"/> Grain Storage Bins/Silos                 | <input type="checkbox"/> Well Un-abandoned        |
| <input type="checkbox"/> Holding Pond/Lagoon                      | <input type="checkbox"/> Other Specify _____      |
| <input type="checkbox"/> Injection Well                           | _____   |
| <input type="checkbox"/> Irrigation Practices                     | _____   |
| <input type="checkbox"/> Laboratory/Medical Facility              | _____   |
| <input type="checkbox"/> Laundry/Dry Cleaners/Car Wash            | _____   |
| <input type="checkbox"/> Machine Shop                             | _____   |

Contamination Inventory Performed 3/9/95 By  
 Water Board & John Martineau

RECOMMENDATION:

See Management Statement

## WALNUT HILL WATER WORKS INC

## MANAGEMENT OF WELLHEAD PROTECTION ZONES

The Wellhead Protection Zone for well # 1 and well # 2 is a 500' radius primary protection zone, incorporating a 200' radius no development zone and a secondary 500' zone of observation and concern established up flow from the 500' radius primary zone on a line intersecting Pine Barron Creek a deep cut drainage of the surficial aquifer. The protection zone for proposed well # 3 is the same as the primary zone for the existing wells.

The first part of management is to take advantage of all laws, regulations, zoning and ordinances provided to help protect public water supply sources. An effort should be made by the water supplier to participate in and understand all political activity concerning the protection of your community water system. A copy of the proposed County ordinance is enclosed for your information. Wellhead Protection is a grass roots effort and if you don't get involved and become the watch dog for your community don't expect others to be more concerned than you. Make sure the County knows you are in operation and where your wells are located. Write them a letter explaining your interest in protecting your wells and request their help through county ordinances and ask that they include your wells and proposed well locations on their zoning and planning maps as well as any future County maps. They will never be able to say they were not aware of you in the future.

The second part of management is community awareness. Make sure the community knows where their water comes from and how they can help protect this precious resource. Identify community members who own land in the actual protection areas and take time to let them know about the protection plan and how these zones were established, then ask them to help you in the effort to protect their drinking water and the water of generations to come. Reason will rule in most instances and when people are informed they do begin to make changes. Your Ground Water Technician will be glad to help in these efforts if asked. Remember that the only real cost is involvement and commitment. An ounce of prevention is truly worth a pound of cure.

This plan should be reviewed in two years, as to new developments in wellhead protection, advances in pertinent technology and shifts in political positions. A review will bring new board members up to speed on this important process and allow us to measure the effectiveness of our efforts. Remember that real Wellhead Protection never ends and if you don't do it no one will.

CONTINGENCY PLAN  
FOR  
WALNUT HILL WATER WORKS INC.

This Contingency Plan is designed to address what to do in the event that a well or well field is lost regardless of Wellhead Protection efforts, and a plan has to be put into effect on an emergency bases to provide water to the community on a short term or long term bases.

The first and simplest concern is how to get quick assistance in the event of a contaminant spill or emergency that could result in the contamination of ground water. Call 911 and advise them of the nature and seriousness of the emergency. If the 911 system does not exist post the telephone number of the nearest HAZMAT team and make sure all associated with the water system have the number.

Make sure ties with other systems are functional and that they can supply your system. If these ties have not been relied on or used before, try them and make sure they have enough capacity and pressure to assist you in an emergency. Make sure more than one person can locate valves and turn these ties on and that these persons know to advise the proper persons in the adjoining system that you are taking water.

In the event that the system cannot be supplied by others and your remaining wells won't supply your total system you would have to ration water to maintain system pressure and emergency services. A plan should be in place so that the residents can be advised and a determination of priorities can be addressed for emergency action. If an event of this nature was to happen, that is not the time to have to make these determinations, your staff should already know what to do. Locate someone who can haul water for you and make arrangements with them and a supplier of water as a contingency. A supplier of bottled water is another option. Remember you may have to chlorinate.

A good contingency plan should have some emergency funds available to meet unplanned for needs until business as usual can resume or long term plans and financial arrangements can be made.

In short be prepared to do your best to provide good water to your system in the wake of the worst disaster you can think of and you will be able to meet the needs in the event of any thing less.

This contingency plan should be a part of a larger emergency preparedness plan. Florida Rural Water Assn. can provide guidelines for this larger preparedness plan.

**7.11.08. Internal Site Access Design:**

- A. **Parking Area Setbacks:** Parking shall be set back from the property line at driveways so as to not interfere with safe ingress/egress of traffic. The set back distance should be determined according to the estimated speed and volume of traffic entering a driveway and meet all the visual clearance requirements of Section 7.01.07.
- B. **Drive-thru Stacking:** Drive-in and drive-through developments shall provide adequate queue storage capacity based on peak hour storage requirements of the project which is subject to the review and approval by the County Engineer.

**7.12.00 WELLHEAD PROTECTION:**

**7.12.01 Intent:** The intent and purpose of these standards is to protect and safeguard the health, safety, and welfare of the residents and visitors of Escambia County by providing criteria for regulating and prohibiting the use, handling, production and storage of certain deleterious substances which may impair present and future public potable water supply wells and wellfields.

**7.12.02 Definitions:**

- A. **Aquifer:** A groundwater bearing geologic formation, or formations, that contain enough saturated permeable material to yield significant quantities of water. In Escambia County, most potable water is extracted from the "sand and gravel" aquifer, a shallow aquifer separated by impermeable matter from the deeper, and more protected, Floridan Aquifer.
- B. **Cone of Depression:** An area of reduced water levels which results from the withdrawal of groundwater from a point of collective source such as a well, wellfield, dewatering site of a quarry, etc. The area, extent and depth of the depression is a function of the hydraulic properties of the aquifer, the pumpage rates and recharge rates.
- C. **Groundwater:** Water that fills all the unblocked voids of underlying material below the ground surface, which is the upper limit of saturation, or water which is held in the unsaturated zone by capillarity.
- D. **Protected Wellhead:** Those wellheads with a permitted capacity of 100,000 GPD or more.

- E. **Public Utility:** Any privately-owned, municipally-owned, special district-owned, or State-owned system providing water or wastewater service to the public which has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals daily for at least sixty (60) days of the year.
- F. **Regulated Substances:**
1. Those deleterious substances and contaminants, including degradation and interaction products which, because of quality, concentration, or physical, chemical (including ignitibility, corrosivity, reactivity and toxicity), or infectious characteristics, radioactivity, mutagenicity, carcinogenicity, teratogenicity, bioaccumulative effect, persistence (non-degradability) in nature, or any other characteristic, may cause significant harm to human health and environment (including surface and ground water, plants, and animals).
  2. Regulated Substances shall include, but are not limited to, those substances set forth in the lists, as amended from time to time, entitled, Lists of Hazardous Wastes (40 CFR Part 261, Subpart D), 40 CFR, Part 261, Appendix VIII - Hazardous Constituents, and EPA Designation Reportable Quantities and Notification Requirements for Hazardous Substances Under Circular (40 CFR 302, effective July 3, 1986); provided, however, that this Article shall only apply whenever the aggregate sum of all quantities of any one time exceeds five (5) gallons where said substance is a liquid, or twenty-five (25) pounds where said substances is a solid.
  3. These Regulations shall also apply if no single substance exceeds the above-referenced limits but the aggregate sum of all regulated substances present at one facility/building at any one time exceeds one hundred (100) gallons if said substances are liquids, or five hundred (500) pounds if said substances are solids.
  4. These Regulations shall apply to all underground storage facilities for petroleum projects which are not regulated by Section 376.317, F.S., and Chapter 17-61, F.A.C.
- G. **Wellhead Protection Area:** All land within a five hundred foot radius of an existing or designated protected wellhead.

- H. **Zone of Contribution:** All land within a two hundred (200) foot radius of an existing or designated protected wellhead.

**7.12.03 Restrictions on Development:**

- A. **Zone of Contribution:** No development activities shall take place in the Zone of Contribution.
- B. **Wellhead Protection Area:** The following land uses are prohibited within the Wellhead Protection Area:
1. **Landfills.**
  2. **Facilities for the bulk storage, handling or processing of materials on the Florida Substance List (Ch. 442, F.S.).**
  3. **Activities that require the storage, use, handling, production or transportation of restricted substances: Agricultural chemicals, petroleum products, hazardous/toxic wastes, industrial chemicals, medical wastes, etc.**
  4. **Feedlots or other concentrated animal facilities.**
  5. **Wastewater treatment plants, percolation ponds, and similar facilities.**
  6. **Mines.**
  7. **Excavation of waterways or drainage facilities which intersect the water table.**
  8. **Drainage wells or other facilities which provide for the disposal of stormwater directly into the aquifer absent normal percolation.**
  9. **New discharges to ground water of industrial wastewater.**
  10. **New phosphogypsum stacks and lateral expansions of phosphogypsum stack systems.**
  11. **New Class I and Class III underground injection control wells.**

12. **New Class V underground injection control wells.**

13. **New aboveground and underground tankage of hazardous wastes.**

C. **Abandoned Wells:** Where wells have been abandoned or no longer function, such wells shall be sealed and plugged in accordance with the requirements of the NFWFMD and Chapter 17.28, F.A.C.

D. **Existing Wells:** If any activities prohibited by sub-part 2 above are approved by the County, such approval shall require the abandonment of the well(s) which created the wellhead protection zone wherein the proposed use or activity is located. Abandonment shall follow the provisions of sub-part 3 above.

#### 7.12.04 **Development Standards:**

A. **New On-Site Wells:** All applications for development approval must specify whether new protected wellheads will be required to service the development. When such new protected wellheads are to be required, the applicant shall demonstrate that:

1. There will be no significant adverse impact on minimum ground water levels; and
2. There will be no significant adverse impact from saltwater intrusion.

B. **Area of Water Resources Concern:** Whenever adverse groundwater withdrawal impacts have been identified through water quality monitoring activities, all development approvals for activities which require the use of groundwater wells shall be coordinated with the NFWFMD, the Escambia County Utilities Authority and other public supply systems. Among other things, lower permit thresholds, maximum and minimum withdrawal levels, other stipulated conditions regarding water use, and any provisions of the Florida Administrative Code including relevant portions of Section 40A-2.801, et seq. may be employed to regulate, control or restrict water resource withdrawal activities.

C. **Site Plan Requirements:** Where applicable, All site plans which accompany applications for development approval shall depict the location of all active and inactive wells within 500 feet of the property, the development approvals shall be conditioned upon the submission of a management plan which provides for the proper abandonment of existing unused wells, in conformance with requirements



of the Northwest Florida Water Management District and the public supply systems.

- D. **Groundwater/Wellhead Impact Report:** Within areas of the County designated in the Comprehensive Plan as existing wellfields, recharge areas or as wellhead locations, all proposed development shall prepare and submit a Groundwater/Wellhead Impact report. The purpose of this report is to provide evidence of the probable impact of the proposed development on the groundwater supply and recharge potential of the area and existing or designated wellhead locations.

### **7.13.00 ENVIRONMENTALLY SENSITIVE AREAS:**

**7.13.01 Purpose:** This Section is intended to promote the continued existence and function of the natural environment and sensitive environmental resources extant within the County. To achieve environmental protection, this Section specifically authorizes the transfer of densities between sensitive areas and buildable areas (provided that both such areas are in single ownership), clustering of development on uplands (which may require the relaxation of various standards by the BOA), innovative and creative planning, design and construction techniques for various facilities, structures and/or infrastructure and it provides for the routine interface and coordination with various State and Federal regulatory agencies. In addition, it is the intent of this Section to provide protection to species (flora and fauna) listed as endangered, threatened or of special concern by appropriate State or Federal agencies.

**7.13.02 Identification of Environmentally Sensitive Lands:** All applications for development approval shall be reviewed against the National Wetlands Inventory, Escambia County Soils Survey, FGFFC-LANDSAT Imagery, or other reliable information to determine if the site has potential of containing environmentally sensitive lands. If the potential exists, a site specific survey shall be conducted, if one was not submitted with the application, and such survey will include in the delineation all such sensitive lands on the subject parcel. Protection of the environmentally sensitive resource shall be afforded said resource during and after construction. All site specific surveys shall be conducted and completed to the satisfaction of the Director of Planning and Zoning.

**7.13.03 Protection Standards:** As a minimum, the following performance standards apply to the protection of environmentally sensitive lands, however, additional standards may be promulgated and/or imposed by State or Federal regulatory agencies and/or the Board of County Commissioners, in the event that it is determined that an additional standard(s) is appropriate and required to protect the function of the sensitive environmental resources:

REC'D APR 05 2012



**Health, Safety, Security and  
Environmental  
Procedure Manual**

Printed copy may not be latest revision

## HEALTH, SAFETY, SECURITY, & ENVIRONMENTAL

<b>REVISION RECORD</b>			
<p>It is the responsibility of the holder of this manual to ensure that all changes and updates are made. The holder shall:</p> <ul style="list-style-type: none"> <li>• Remove and discard obsolete pages.</li> <li>• Replace obsolete pages with the updated pages.</li> <li>• Initial once completed.</li> </ul>			
<b>Change Date</b>	<b>Affected Page Number(s)</b>	<b>Description of Change(s)</b>	<b>Initial</b>
March 2002	Entire Manual	Conversion to new format	
July 2002	Distribution List	Change of manual holders	
July 2002	Procedure 1.0	Revisions and updates	
July 2002	Procedure 1.1	Revisions and updates	
October 2003	Entire Manual	Conversion to new format	
May 2004	Procedure 0.0 Intro Procedure 2.1 Procedure 2.2 Procedure 2.6	Revised Distribution List Delete Revision & Update New Procedure O.W.L.S.	
June 2005	Procedure 6.4	Revision & Update	
November 2005	Procedure 2.7	New Procedure HSS&E Training	
April 2006	Procedure 0.0 Intro Procedure 2.2	Revised Distribution List Revision & Update	
April 2007	Procedure 0.0 Procedure 1.5 Procedure 3.8	Revised Distribution List Revision & Update Revision & Update	
October 2007	Procedure 3.1	Revision & Update	

Printed copy may not be latest version.

<b>Change Date</b>	<b>Affected Page Number(s)</b>	<b>Description of Change(s)</b>	<b>Initial</b>
March 2008	Procedure 4.2	Revision & Update	
April 2008	Procedure 2.2	Revision & Update	
May 2008	Title Page Procedure 0.0 Intro	New Logo Update Updated Policy Statement & Revised Distribution List	
June 2009	All Procedures	Revision, Changes and additions	HSSE Team
December 2009	Procedure 3.3	Revision	Russ Miller
April 2010	Intro	Update Business Unit Information	Tricia Petty
Feb 2011	3.1, 2.6	Confined Space, OWLS Card, TOC	TGP
April 2011	Procedure 4.2	Revision & Update Reimbursable	HSSE TEAM

Printed copy may not be latest version.



## HEALTH, SAFETY, SECURITY, & ENVIRONMENTAL

DISTRIBUTION LIST	
Manual distribution procedures are provided in the Manual Introduction, page iv, and shall be followed when making any and all changes.	
MANUAL HOLDER	LOCATION
Chief Operating Officer Genesis Energy, LLC	Corporate; Houston, TX
Corporate Auditor	Corporate, Houston, TX
Corporate Director, Health, Safety, Security, & Environmental	Village Green; Houston, TX
Corporate, Legal Legal	Corporate, Houston, TX Ruston, LA
Director of Human Resources	Corporate, Houston, TX
Director of Operations, Pipeline and Transmission, Supply and Logistics	Village Green; Houston, TX
Director of Trucking Operations, Davison Transportation Services	Ruston, LA
General Manager Crude Marketing and Sales	Corporate, Houston, TX
HSSE Representatives: Ruston Terminal Refinery Services (TDC, LLC) USA Trucking and Pipeline Texas/Louisiana Trucking and Pipeline	Ruston, LA Baton Rouge, LA Soso, MS
Maintenance Manager, Ruston Terminal	Ruston, LA
Manager of Operations Control Center and Scheduling	Village Green; Houston, TX
Operations Manager, AL/FL Pipeline	Jay, FL
Operations Manager, MS Pipeline	Soso, MS

Printed copy may not be latest version.



Operations Manager, Port Hudson	Zachary, LA
Operations Manager, Texas Pipeline	Webster; Webster, TX
Plan Administrator, Original Hard Copy	Village Green; Houston, TX
President of Davison Transportation Services	Ruston, LA
President of Fuel Masers	Abilene, TX
Refinery Services Office Manager (TDC, LLC) Refinery Services Customer Service/Accounting (TDC, LLC) Refinery Services Logistics (TDC, LLC)	Ruston, LA
Refinery Services Sales (TDC, LLC)	Buckeye, AZ
Refinery Services Sales (TDC, LLC)	Gilbert, AZ
Refinery Services Site Manager (TDC, LLC)	Corpus Christi, TX
Refinery Services Site Manager (TDC, LLC) Refinery Services Office Manager (TDC, LLC)	El Dorado, AR
Refinery Services Site Manager (TDC, LLC)	Lake Point, UT
Refinery Services Site Manager (TDC, LLC)	Monroe, LA
Refinery Services Site Manager (TDC, LLC)	Sterlington, LA
Refinery Services Site Manager (TDC, LLC) Refinery Services Control Room (TDC, LLC)	Westlake, LA
Refinery Services Site Manager, Natchez Terminal (TDC, LLC)	Natchez, MS
Refinery Services VP General Manager (TDC, LLC)	Baton Rouge, LA

Printed copy may not be latest version.



Refinery Services VP of Operations (TDC, LLC)	The Woodlands, TX
Refinery Services VP Sales/Marketing (TDC, LLC) Refinery Services, Sales (TDC, LLC)	Houston, TX
Terminal Manager, Red River Terminal Rilla/Fondale	Monroe, LA
Terminal Manager, Red River Terminal Shreveport	Shreveport, LA
Trucking Manager, District 18	Fillmore, LA
Trucking Manager, District 31	Midland, TX
Trucking Manager, District 8	I-65, AL
Trucking Supervisor, District 9	Soso, MS
Vice President of Fuel Masters	Abilene, TX

Printed copy may not be latest version.

## Introduction

### Safety Plan Section

---

Genesis Energy, LP (GEL) has developed the procedures found in this manual to provide guidelines for safe and environmentally sound work. These guidelines will be of greatest value when reviewed periodically and when used for review prior to non-routine tasks. The procedures were written with Genesis Safety Committee input.

### Special Situations

---

There are special situations where the plans may not be adequate. Therefore, it is important that the work team develop individual plans for special situations. The HSSE Department is always available to assist in this effort.

### Responsibilities

---

These procedures apply to all GEL employees and all contractors.

### Exceptions

---

- Exceptions to these procedures will only be done when a safer method can be developed.
- Exceptions must be reviewed, documented and approved by using procedure 3.3 Exception Procedure.

### Manual Distribution Procedures

---

HSSE shall have the responsibility for maintenance and distribution of the manual. Distribution will be handled in the following manner:

- A distribution list is included in the Distribution and Revisions sections to facilitate control of the documents.
- It is the responsibility of any person holding a copy of the manual to ensure that the copy is transferred to their replacement in the event of reassignment or change in responsibility.

### Manual Review and Update Procedures

---

HSSE will coordinate the following manual review and updated procedures:

- At least once each year, review and make appropriate changes/revisions.
- Coordinate the word processing, publication and distribution efforts to complete the revisions and maintain the manual.






## **Policy Statement**

Genesis Energy, LP (GEL) believes in maintaining a safe working environment for all employees. Our equipment and personnel reflect this belief. Our prime objective is to ensure the personal safety of every employee on the job site--whether on GEL or leased property-- and to safeguard company property through preventive measures.

Employees of Genesis Energy, LP are expected to be familiar and comply with all company safety policies. Through continuing education and training, a positive and proactive approach to meeting our goals, and management support, we will provide a safe and professional working environment for our employees as well as those whose lives and safety have been entrusted to us.

Printed copy may not be latest version.

Unit Genesis Energy , L.P.	Page 1 of 13	Revision Number 03
Manual HSSE Procedure Manual		Revision Date November 2010
Procedure HSSE 5.6	Document Authors HSSE Team	Approver's Signature 

## 5.6 Tank Car Inspection, Loading and Unloading Procedures

### Purpose

---

This procedure was prepared to assist in complying with DOT regulations and promote safe loading, handling, transporting and unloading of tank car shipments of hazardous and non-hazardous chemical products and raw materials

### Policy

---

It is the policy of GEL to assure the safe loading and unloading of tank cars containing product or raw materials.

### Scope

---

This procedure applies to all employees required to load or unload tank cars at all owned or operated facilities.

### Procedure

---

#### Tank Car Inspection

Tank Car (TC) Inspections are performed visually, prior to loading, to identify mechanical defects. TCs found to have mechanical defects through this inspection are considered a "bad order" car and shall not be loaded until discrepancies have been addressed.

#### "Bad Order" Car

No tank car can be shipped or loaded in an unsafe/damaged condition. "Bad Order" tank cars shall be repaired prior to loading with product. If the repairs cannot be accomplished onsite, the manager of the rail fleet must be contacted, and the car routed to an approved repair shop. The Facility Manager must obtain special permission from the Rail Fleet Manager to ship a "bad order" car to the rail shop for repair, if it is not completely clean.

#### Tank Car Loading/Unloading and Pre-Shipping Report

The tank car loading/unloading is documented on each site's specific "Tank Car Loading/Unloading" form (see Appendix A.) This form verifies the product is compatible

Document Number HSSE 5.6	Revision Number 03
Page 2 of 13	Revision Date November 2010

with the designated tank car to be loaded. Additionally, it attests that the safety features on the tank car are in place and warning devices are set prior to loading.

### **Prior to Loading**

1. Tank car loading shall be performed by employees properly trained in this procedure.
2. Hand brakes should be set and wheels blocked with the proper wheel chocks. Miscellaneous pieces of wood or steel are not considered appropriate chocking devices.
3. Ensure derails and caution signs (blue flag) are properly positioned and displayed to protect the tank car and personnel during the loading process. The caution signs should be made of metal or plastic, be 12-inches in height by 15-inches wide, and bear the words, "STOP - TANK CAR CONNECTED" or "STOP - MEN AT WORK". The word, "STOP" must be in four-inch tall letters and the other words must be a minimum of two-inch tall letters.
4. If tank car is equipped with bottom outlets, the bottom outlet must be equipped with a liquid-tight closure at its lowest end. This normally consists of a 4" cap with a pipe plug. Examine the valve to make absolutely sure it is closed. The bottom outlet cap must be removed so that it can be greased and then it can be replaced. The outlet plug must then be removed during the entire time the tank car is being loaded.
5. Examine the dome gasket surfaces to make sure that the gasket will fit as designed and there will be NO leakage of vapor or liquid. Replace the gasket if it exhibits any signs of failure (swelling, compression set, flaking, hardness, cuts, etc.)
6. Do not load tank cars with interior heater coils.
7. Ensure that the test dates are within the prescribed retest intervals for safety relief valves. This information is located on side of tank. Also, ensure the water capacity is stenciled on (located on both heads of tank car). If the test dates are expired, the car cannot be loaded. Notify the rail traffic department for routing of the car to the proper maintenance shop. Each site will provide test dates.
8. Ensure all required markings and stenciling (including tank car specs, test pressures, test dates) are legible on tank car. If the car has graffiti, cover, if possible. If the extent of the graffiti or the paint condition has deteriorated beyond touching up, notify the Rail Fleet Manager and have the car "bad ordered" for repairs.

Printed copy may not be latest version.

Document Number HSSE 5.6	Revision Number 03
Page 3 of 13	Revision Date November 2010

9. Ensure that tank car is equipped with four metal placard holders which are suitable for service. If the cargo is a hazardous material, make sure that the correct placards are available and placed in these holders. If an incoming tank car is missing placards replace them. If the cargo is non-hazardous, there are no placards required and the placard holders should remain empty.
10. If the tank car is equipped with a safety relief vent, the frangible disc (rupture disc) must be made of stainless steel, have a rating which does not exceed the tank car specification, and which is suitable for chemical service. The frangible disc setting (burst pressure) must be stenciled on the tank car.
11. The safety vent cover must be of an approved design which will prevent interchange with other fittings. It must not be subject to rapid deterioration by the chemical and must be chained or otherwise fastened to prevent misplacement.
12. The tank car being loaded with materials of a flammable nature should be electrically grounded and loaded on bonded and insulated tracks to prevent the possibility of sparks caused by static electricity or stray electrical currents.
13. Do not exceed the tank load limit stenciled on the tank car or the rail limit of the rail where the tank car is about to go.

#### **After Loading and Prior to Shipment**

1. Ensure the required minimum outage (ullage or vacant space) is left in the tank car. The outage requirements for tank cars must be calculated to percentage of the total capacity of the tank i.e., shell and dome capacity combined. If the dome of the tank car does not provide sufficient outage, then vacant space must be left in the shell to make up the required outage. The outage for tank cars must not be less than 2%. Materials designated as "Poisonous Inhalation Hazards", shall have an outage of not less than 5%.

#### **Flammable Liquids**

Flammable liquids must not be loaded into dome or dome pipes of tank cars. If the dome of the tank car does not provide sufficient outage, then vacant space must be left in the shell to make up the required outage. Flammable liquids with a vapor pressure of 16 psia, or less, at 100 °F, must be loaded in tank cars such that the outage shall not be less than 2%.

#### **Corrosive Liquids**

Corrosive liquids must be carried in tank cars that are designed for the corrosive problems that the chemicals present. The outage for these tank cars must not be less than 2%.

Printed copy may not be latest version.

Document Number HSSE 5.6	Revision Number 03
Page 4 of 13	Revision Date November 2010

2. Ensure that the allowable weight limit is not exceeded. The load weight limit can be found stenciled on the car. The tare (empty) weight of the car can also be found stenciled on the car.
3. Ensure all openings on the tank car are closed and their protective housings are properly secured in place by the use of a bar, wrench, or other suitable tools. Dome cover gaskets must be of sufficient material which is compatible with, and will not be deteriorated by the lading; and, must be in proper condition and position. Dome covers must be properly closed and tightly secured to prevent leakage of vapor or liquid. Top loading devices, venting, air inlet and gauging devices, including sample lines and thermometer wells, must be of approved design and tightly closed. Dome cover lids are to be closed and secured with a numbered seal in place and logged on tank car check list.
4. If the tank car is equipped with a bottom discharge outlet there must not be more than a dripping of liquid from the primary valve during the loading process with the valve closed and outlet cap off or plug open. The tank car may not be offered for transportation until proper repairs have been made. The bottom outlet cap must be supplied with a gasket of suitable material and the cap must be applied, after the tank is loaded with a suitable tool. A wrench having a handle at least 36" long is no longer required, although it is still a good tool to use. Compounds, other than gaskets, must not be used in the outlet cap or on the threads of the outlet nozzle to stop a leak. The only exemption is the use of three wraps of Teflon tape or the application of Teflon pipe compound. The outlet plug must be applied and tightened by the use of a suitable tool. Bottom valve must be provided with suitable locking arrangements to ensure positive closure during transit. Ensure bottom valve numbered seal is in place and the seal number logged on the loading form.
5. The required placards must be applied to each side and end of the tank car in placard holders.
6. There must be no leakage of vapor or liquid from the loaded car prior to shipment. Any spillage, which occurred during the loading process, should be removed from the tank or jacket. Drips from the insulation caused by washing down the exterior must be completely stopped prior to releasing the car to the railroad; therefore, once the Tank Car leaves the facility, any appearance of a leak looks new to someone who has not seen it before. For sulfidic products (sodium hydrosulfide and sulfidic caustic), examine the dome area with an H<sub>2</sub>S meter for minute leaks.
7. Prior to shipping, ensure that all seal numbers are entered on the Bill of Lading. This should be done by the supervisor, and checked off on the

Printed copy may not be latest version.

Document Number HSSE 5.6	Revision Number 03
Page 5 of 13	Revision Date November 2010

loading form. All items on the loading form should be checked and signed by the loader and/or the individual making the tank car ready for shipment.

8. Tank car loading/unloading forms will be retained at the facility for a period of three years.

### **Tank Car Unloading**

Tank car unloading is documented on the site's unloading form. This form verifies receipt of the correct material; additionally, it attests that the safety features on the tank car are in place and warning devices are set prior to unloading. Lastly, it verifies that the tank car has been properly disconnected, all closures made tight and is prepared to be offered for shipment.

1. Tank car unloading shall be performed by employees properly trained in this procedure.
2. Brakes must be set and wheels chocked on all cars being unloaded
3. Caution signs (blue flags) and derails must be placed as to give warning to persons approaching the tank car from the open ends of the siding. The Blue flag will be left up until after the tank car is unloaded, disconnected and the discharge connections put away.
4. Before tank car unloading, all seals must be inspected for breakage. The seal number logged on Bill of Lading should be compared to the seals on the car. If the seals are broken or missing, notify your supervisor immediately. Do not unload prior to this notification and the inspection of the cargo. The cargo must be sampled and verified to be contamination-free.
5. Tank cars must not be allowed to stand with unloading connections attached after unloading is complete.
6. The tank car shall not be left unattended while unloading is in progress. If it is necessary to leave the car unattended, unloading will be discontinued. All valves must be tightly closed any openings sealed and, all unloading connections removed.
7. As soon as the tank car is completely unloaded, all valves must be made tight, the unloading connections removed; and any other closures made tight. The dome cover, bottom outlet cap and plug, and all other openings, including their protective housings, must be replaced, and tightened with a suitable tool.
8. Tank cars should have pressure relieved prior to shipping.

Printed copy may not be latest version.

Document Number HSSE 5.6	Revision Number 03
Page 6 of 13	Revision Date November 2010

## **Appendix A**

### **Site Specific Loading / Unloading Forms**

1. Tank Car Pre-loading, Loading and Pre-shipping Inspection – WESTLAKE, LA / CORPUS CHRISTI, TX
2. Tank Car Unloading and Pre-shipping Inspection – LAKE POINT, UTAH
3. Tank Car Pre-loading, Loading and Pre-shipping Inspection – SHREVEPORT, LOUISIANA
4. Tank Car Unloading and Pre-shipping Inspection – SHREVEPORT, LOUISIANA
5. Tank Car Unloading and Pre-shipping Inspection – ERCO MONROE, LOUISIANA

Printed copy may not be latest version.



**Tank Car Pre-loading, Loading and Pre-shipping Inspection**  
**WESTLAKE, LA / CORPUS CHRISTI, TX**  
 Page 1 of 2

PRELOADING INSPECTION		
I am trained and authorized by GEL on their transportation and plant procedures. Yes <input type="checkbox"/> No <input type="checkbox"/>		
If "No", <b>STOP!</b> Do not attempt to complete any of the inspections or reports.		
DATE: _____	CAR#: _____	CUSTOMER: _____

**PLACARD#** \_\_\_\_\_ **R/C.D.O.T.#** \_\_\_\_\_ **MATERIAL TO BE LOADED** \_\_\_\_\_

- **Is there any visible damage or metal deterioration (dents 4" or greater, outer shell rusted through) on tank car? Yes  No  \*If yes, railcar must be inspected by a railcar maintenance company prior to loading.**
- **Overall Paint Appearance:  New  Good  Fair  Poor (If Poor – take photo's)**

**All questions MUST be answered YES before the car is loaded unless N/A!**

TDC car dedicated for NaHS shipment? Yes  No  If **NO**, Requires Management's approval before loading.  
 Is railcar suitable for product to load as indicated by current railcar list? Yes  No

**Pre-Loading Inspection**

	Yes	No	N/A		Yes	No	N/A
Is BLUE Flag in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does car have liner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is DERAILER in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Liner in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trackmobile disconnected from car?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bottom outlet cap has good gasket?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trackmobile brake set?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bottom outlet cap has suitable gasket?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trackmobile wheels chocked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bottom outlet cap threads anti-seized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trackmobile key removed & in shack?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bottom outlet cap tightened with wrench?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car is grounded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have couplers on car been checked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Handbrake is set?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wheels are in good condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wheels are chocked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Brakes in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank car markings legible?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover bolts in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All placard holders in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome gasket flange in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car has internal coils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Car capable of top off-loading?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>IF YES, DO NOT LOAD!</b>							
<b>Correct placards installed?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dip tube attached and in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relief valves within test dates?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dip tube plugged?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date _____ Due Date _____							
Tank test within test date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dip tube flushed with water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date _____ Due Date _____							
Car has 165# SS Rupture disc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Car has vent valve?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rupture Disc inspected top & bottom?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**Operator's Signature:** \_\_\_\_\_

**LOADING REPORT**

	Yes	No	N/A			
Customer Spec Book reviewed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gallons of product loaded?	_____	gal.
Has car been rinsed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Bottom loading cap off for loading?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Inches of vapor space after loading the car?	_____	in.
Liquid leaks on the car during loading?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Bottom valve leaking during loading?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water capacity of car?	_____	gal.
Inches of liquid in car prior to loading?			in.	Empty weight of car?	_____	lbs
Inches of crystals in car prior to loading?			in.	Estimated loaded pounds:	_____	lbs
Inches of liquid strapping chart calls for?			in.	Estimated gross wt.	_____	lbs
				Estimated D.T.	_____	dst

**Operator's Signature:** \_\_\_\_\_





**Tank Car Pre-loading, Loading and Pre-shipping Inspection**  
**WESTLAKE, LA / CORPUS CHRISTI, TX**  
 Page 2 of 2

**PRE-SHIPPING INSPECTION**

The following questions that are answered **NO** must have corrective action taken before shipment!

	Yes	No	N/A		Yes	No	N/A
Vent plug tightened & chained to car?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Platform in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ladder in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All 4 placard in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hand rails in good condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover gasket suitable material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing cover pin suitable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	New dome cover gasket installed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Numbered seal on housing cover pin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover closed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing cover seal No. _____				Dome cover bolts anti-seized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car free of vapor leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover bolts securely fastened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car free of liquid leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Numbered seal on dome cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bottom outlet cap plug anti-seized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover seal No. _____			
Bottom outlet plug tightened with wrench?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is COA required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bottom valve closed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has COA been completed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bottom valve locked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Numbered seal on closed bottom load valve?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Bottom load valve seal No. _____							

**All NO answers must be explained below, as well as any other irregularities!**

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Car is ready for shipment:**

Railcar and paperwork must be visually inspected prior to shipment.

\_\_\_\_\_  
 Operator's Signature

**Loaded From Tank#** \_\_\_\_\_



**Tank Car Unloading and Pre-shipping Inspection  
LAKE POINT, UTAH**

<b>TANK CAR UNLOADING REPORT</b>
I am trained and authorized by GEL on their transportation procedures. Yes <input type="checkbox"/> No <input type="checkbox"/> If no, <b>STOP!</b> Do not attempt to complete any of the inspections or reports.

**\*\*\*\*COMPLETE THIS ENTIRE DOCUMENT IN BLUE OR BLACK INK ONLY!\*\*\*\***

DATE: _____ CAR#: _____ CUSTOMER: _____
---

- Is there any visible damage or metal deterioration (dents 4" or greater, outer shell rusted through) on tank car?  
Yes  No  \*If yes, tank car must be inspected by a railcar maintenance company prior to loading.
- PLACARD# \_\_\_\_\_ R/C.D.O.T.# 111A100W \_\_\_\_\_ MATERIAL PREVIOUSLY LOADED \_\_\_\_\_

**SECTION 1** All questions preceded by an (\*) **MUST** be answered **YES** before the car is unloaded.

* Verified contents and seal numbers with Bill of Lading?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Seals Intact?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<b>If "NO" is checked, DO NOT unload – Notify supervisor for guidance.</b>				
* Are the track switches "Isolated Out" and locked?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Is the manual brake set?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the caution signs/"Blue Flags" posted?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the wheels chocked?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the unloading hoses in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the unloading hose Cam lock's in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Is there a good gasket in each fitting?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**SECTION 2** The following questions that are answered **NO** must have corrective action taken before shipment!

Is the vent cap chained to the car?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Is the platform in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is the ladder in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Are tank car markings legible?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is the railing in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	All (4) placard holders in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is housing cover pin suitable?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Rupture Disk/PRD valve inspected?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**SECTION 3** All questions preceded by an (\*) **MUST** be answered **YES** before the car is shipped.

* Is the car free of vapor leaks?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Is the car free of liquid leaks?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Have the bottom outlet cap plug threads been anti-seized?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Has the bottom outlet plug been tightened with a wrench?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Has the bottom valve been closed and chained?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Has a numbered seal been attached to the closed bottom load valve?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Seal # _____
* Has a numbered seal been attached to the closed dome cover?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Seal # _____
* Has a numbered seal been attached to the housing cover pin?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Seal # _____

All **NO** answers must be explained below, as well as any other irregularities!

Comments: \_\_\_\_\_

Received From: \_\_\_\_\_

Overall Paint Appearance:  New     Good     Fair     Poor (If Poor - take photo's)

**Car is ready for shipment:**

Railcar and paperwork must be visually inspected prior to shipment.

\_\_\_\_\_  
Operator's Signature



**Tank Car Unloading and Pre-shipping Inspection  
SHREVEPORT, LOUISIANA**

<b>TANK CAR UNLOADING REPORT</b>
I am trained and authorized by GEL on their transportation procedures. Yes <input type="checkbox"/> No <input type="checkbox"/> If no, <b>STOP!</b> Do not attempt to complete any of the inspections or reports.

**\*\*\*\*COMPLETE THIS ENTIRE DOCUMENT IN BLUE OR BLACK INK ONLY!\*\*\*\***

DATE: _____	CAR#: _____	CUSTOMER: _____
-------------	-------------	-----------------

- Is there any visible damage or metal deterioration (dents 4" or greater, outer shell rusted through) on tank car?  
Yes  No  \*If yes, tank car must be inspected by a railcar maintenance company prior to loading.
- PLACARD# \_\_\_\_\_ R/C.D.O.T.# 111A100W \_\_\_\_\_ MATERIAL PREVIOUSLY LOADED \_\_\_\_\_

**SECTION 1** All questions preceded by an (\*) **MUST** be answered **YES** before the car is unloaded.

* Verified contents and seal numbers with Bill of Lading?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Seals Intact?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<b>If "NO" is checked, DO NOT unload – Notify supervisor for guidance.</b>				
* Are the track switches "Isolated Out" and locked?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Is the manual brake set?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the caution signs/"Blue Flags" posted?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the wheels chocked?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the unloading hoses in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the unloading hose Cam lock's in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Is there a good gasket in each fitting?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**LOAD TANK CAR NOW, IF THERE IS NOT ANY PROBLEMS**

**SECTION 2** The following questions that are answered **NO** must have corrective action taken before shipment!

Is the vent cap chained to the car?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Is the platform in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is the ladder in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Are tank car markings legible?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is the railing in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	All (4) placard holders in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is housing cover pin suitable?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Rupture Disk/PRD valve inspected?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**SECTION 3** All questions preceded by an (\*) **MUST** be answered **YES** before the car is shipped.

* Is the car free of vapor leaks?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Is the car free of liquid leaks?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Have the bottom outlet cap plug threads been anti-seized?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Has the bottom outlet plug been tightened with a wrench?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Has the bottom valve been closed and chained?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Has a numbered seal been attached to the closed bottom load valve?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Seal # _____
* Has a numbered seal been attached to the closed dome cover?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Seal # _____
* Has a numbered seal been attached to the housing cover pin?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Seal # _____
* Seal numbers put onto Bill of Lading?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	

All **NO** answers must be explained below, as well as any other irregularities!

Comments: \_\_\_\_\_

Received From: \_\_\_\_\_

Overall Paint Appearance:  New  Good  Fair  Poor (If Poor - take photo's)

**Car is ready for shipment:**

Railcar and paperwork must be visually inspected prior to shipment.

\_\_\_\_\_  
Operator's Signature



**Tank Car Pre-loading, Loading and Pre-shipping Inspection**  
**SHREVEPORT, LOUISIANA**  
 Page 1 of 2

PRELOADING INSPECTION		
I am trained and authorized by GEL on their transportation and plant procedures. Yes <input type="checkbox"/> No <input type="checkbox"/>		
If "No", <b>STOP!</b> Do not attempt to complete any of the inspections or reports.		
DATE: _____	CAR#: _____	CUSTOMER: _____

PLACARD# \_\_\_\_\_ R/C.D.O.T.# \_\_\_\_\_ MATERIAL TO BE LOADED \_\_\_\_\_

- **Is there any visible damage or metal deterioration (dents 4" or greater, outer shell rusted through) on tank car? Yes  No  \*If yes, railcar must be inspected by a railcar maintenance company prior to loading.**
- **Overall Paint Appearance:  New  Good  Fair  Poor (If Poor – take photo's)**

All questions **MUST** be answered **YES** before the car is loaded unless **N/A!**

TDC car dedicated for NaHS shipment? Yes  No  If **NO**, Requires Management's approval before loading.  
 Is railcar suitable for product to load as indicated by current railcar list? Yes  No

**Pre-Loading Inspection**

	Yes	No	N/A		Yes	No	N/A
Is BLUE Flag in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does car have liner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is DERAILER in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Liner in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trackmobile disconnected from car?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bottom outlet cap has good gasket?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trackmobile brake set?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bottom outlet cap has suitable gasket?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trackmobile wheels chocked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bottom outlet cap threads anti-seized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trackmobile key removed & in shack?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bottom outlet cap tightened with wrench?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car is grounded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have couplers on car been checked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Handbrake is set?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wheels are in good condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wheels are chocked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Brakes in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank car markings legible?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover bolts in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All placard holders in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome gasket flange in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car has internal coils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Car capable of top off-loading?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>IF YES, DO NOT LOAD!</b>							
<b>Correct placards installed?</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dip tube attached and in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relief valves within test dates?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dip tube plugged?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date _____ Due Date _____							
Tank test within test date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dip tube flushed with water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date _____ Due Date _____							
Car has 165# SS Rupture disc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Car has vent valve?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rupture Disc inspected top & bottom?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**Operator's Signature:** \_\_\_\_\_

**LOADING REPORT**

	Yes	No	N/A		
Customer Spec Book reviewed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gallons of product loaded?	_____ gal.
Has car been rinsed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Inches of vapor space after loading the car?	_____ in.
Bottom loading cap off for loading?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Liquid leaks on the car during loading?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water capacity of car?	_____ gal.
Bottom valve leaking during loading?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Empty weight of car?	_____ lbs
Inches of liquid in car prior to loading?			in.	Estimated loaded pounds:	_____ lbs
Inches of crystals in car prior to loading?			in.	Estimated gross wt.	_____ lbs
Inches of liquid strapping chart calls for?			in.	Estimated D.T.	_____ dst

**Operator's Signature:** \_\_\_\_\_



**Tank Car Pre-loading, Loading and Pre-shipping Inspection**  
**SHREVEPORT, LOUISIANA**  
 Page 2 of 2

**PRE-SHIPPING INSPECTION**

The following questions that are answered **NO** must have corrective action taken before shipment!

	Yes	No	N/A		Yes	No	N/A
Vent plug tightened & chained to car?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Platform in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ladder in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All 4 placard in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hand rails in good condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover gasket suitable material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing cover pin suitable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	New dome cover gasket installed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Numbered seal on housing cover pin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover closed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing cover seal No. _____				Dome cover bolts anti-seized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car free of vapor leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover bolts securely fastened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car free of liquid leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Numbered seal on dome cover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bottom outlet cap plug anti-seized?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dome cover seal No. _____			
Bottom outlet plug tightened with wrench?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is COA required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bottom valve closed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has COA been completed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bottom valve locked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Numbered seal on closed bottom load valve?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Bottom load valve seal No. _____							

**All NO answers must be explained below, as well as any other irregularities!**

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Car is ready for shipment:**

Railcar and paperwork must be visually inspected prior to shipment.

\_\_\_\_\_  
 Operator's Signature

Loaded From Tank# \_\_\_\_\_



**Tank Car Unloading and Pre-shipping Inspection  
ERCO  
MONROE, LOUISIANA**

<b>TANK CAR UNLOADING REPORT</b>	
I am trained and authorized by GEL on their transportation procedures. Yes <input type="checkbox"/> No <input type="checkbox"/>	
If no, <b>STOP!</b> Do not attempt to complete any of the inspections or reports.	
<b>****COMPLETE THIS ENTIRE DOCUMENT IN BLUE OR BLACK INK ONLY!****</b>	

DATE: _____	CAR#: _____	CUSTOMER: _____
-------------	-------------	-----------------

- Is there any visible damage or metal deterioration (dents 4" or greater, outer shell rusted through) on tank car?  
Yes  No  \*If yes, tank car must be inspected by a railcar maintenance company prior to loading.
- PLACARD# \_\_\_\_\_ R/C.D.O.T.# 111A100W \_\_\_\_\_ MATERIAL PREVIOUSLY LOADED \_\_\_\_\_

**SECTION 1** All questions preceded by an (\*) **MUST** be answered **YES** before the car is unloaded.

* Verified contents and seal numbers with Bill of Lading?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Seals Intact?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
<b>If "NO" is checked, DO NOT unload – Notify supervisor for guidance.</b>				
* Are the track switches "Isolated Out" and locked?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Is the manual brake set?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the caution signs/"Blue Flags" posted?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the wheels chocked?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the unloading hoses in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Are the unloading hose Cam lock's in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
* Is there a good gasket in each fitting?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**SECTION 2** The following questions that are answered **NO** must have corrective action taken before shipment!

Is the vent cap chained to the car?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Is the platform in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is the ladder in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Are tank car markings legible?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is the railing in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	All (4) placard holders in good condition?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is housing cover pin suitable?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Rupture Disk/PRD valve inspected?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**SECTION 3** All questions preceded by an (\*) **MUST** be answered **YES** before the car is shipped.

* Is the car free of vapor leaks?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Is the car free of liquid leaks?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Have the bottom outlet cap plug threads been anti-seized?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Has the bottom outlet plug been tightened with a wrench?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Has the bottom valve been closed and chained?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
* Has a numbered seal been attached to the closed bottom load valve?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Seal # _____
* Has a numbered seal been attached to the closed dome cover?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Seal # _____
* Has a numbered seal been attached to the housing cover pin?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Seal # _____

All **NO** answers must be explained below, as well as any other irregularities!

Comments: \_\_\_\_\_

Received From: \_\_\_\_\_

Overall Paint Appearance:  New  Good  Fair  Poor (If Poor - take photo's)

**Car is ready for shipment:**

Railcar and paperwork must be visually inspected prior to shipment.

\_\_\_\_\_  
Operator's Signature



**Fillmore Truck Station, LA  
SPILL PREVENTION CONTROL AND  
COUNTERMEASURE PLAN**

Developed by:



# SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN

Last Revised:  
January 20, 2012

© Technical Response Planning Corporation 2006

## 1.1 Introduction

Figure 1.1-1 - Professional Engineer Certification

Figure 1.1-2 - Certification and Applicability of Substantial Harm

Figure 1.1-3 - Management Approval and Review

Figure 1.1-4 - Record of Reviews

Figure 1.1-5 - Addendum

## 2.1 Spill Prevention

Figure 2.1-1 - Site Specific SPCC Plan

40 CFR, 112.7 - (a) General Requirements January 20, 2012

40 CFR, 112.7 - (b) Prediction Of The Direction, Rate Of Flow,  
And Total Quantity Of Oil Which Could Be Discharged From The  
Facility As A Result Of Each Type Of Major Equipment Failure

40 CFR, 112.7 - (c) Provide Appropriate Containment

40 CFR, 112.7 - (d) Identification of Impractical Controls

40 CFR, 112.7 - (e) Inspections, Tests, And Records

40 CFR, 112.7 - (f) Personnel Training And Discharge Prevention  
Procedures

40 CFR, 112.7 - (g) Security

40 CFR, 112.7 - (h) Facility Tank Car And Tank Truck  
Loading/Unloading Rack

40 CFR, 112.7 - (i) Brittle Fracture Evaluation Requirements



## **SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN, CONTINUED**

**40 CFR, 112.7 - (j) State Discharge Prevention Requirements**

**40 CFR, 112.7 - (k) Qualified Oil-Filled Operational Equipment**

**40 CFR, 112.8 - (a) General Requirements**

**40 CFR, 112.8 - (b) Facility Drainage**

**40 CFR, 112.8 - (c) Bulk Storage Containers**

**40 CFR, 112.8 - (d) Facility Transfer Operations, Pumping, and  
Facility Processes**

**Figure 2.1-2 - Tank Table**

**Figure 2.1-3 - Plot Plan**

**Figure 2.1-4 - Topographic Map**

**Figure 2.1-5 - Containment Calculation**

### **3.1 Response Procedures**

**Figure 3.1-1 - Response Actions**

### **3.2 Source Control and Mitigation**

**Figure 3.2-1 - Spill Mitigation Procedures**

### **3.3 Spill Volume Estimating**

**Figure 3.3-1 - Spill Estimation Factors**

### **3.4 Notifications**

**Figure 3.4-1 - Oil Spill Report Form**

**Figure 3.4-2 - Notifications**

## **SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN, CONTINUED**

### **3.5 Spill Management Team**

**Figure 3.5-1 - Spill Management Team Organization**

### **3.6 Response Resources**

**Figure 3.6-1 - Company and Contractor Response Resources**

### **3.7 Command Post**

**Figure 3.7-1 - Command Post Checklist**

### **3.8 Communications**

**Figure 3.8-1 - Communications Checklist**

### **3.9 Waste Management**

**Figure 3.9-1 - Waste Management Flow Chart**

**Figure 3.9-2 - Temporary Storage Methods**

### **4.1 Logs**

**Figure 4.1-1- Discharge Prevention Meeting Log**

**Figure 4.1-2 - Inspection Procedures**

**Figure 4.1-3 - Secondary Containment Drainage Log**

**Figure 4.1-4 - Reportable Spill History**

### **5.1 Cross References**

**Figure 5.1-1 - EPA / SPCC Cross-Reference**


**Figure 5.1-2 - EPA / Contingency Plan Cross-Reference**

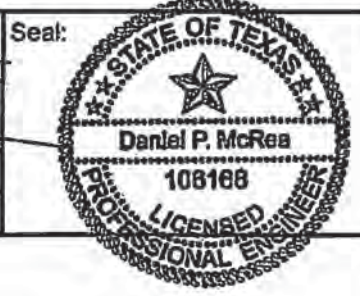
### **6.1 Record of Changes**

**Figure 6.1-1 - Record of Changes**

1.1 INTRODUCTION

FIGURE 1.1-1 - PROFESSIONAL ENGINEER CERTIFICATION

40 CFR, Part 112.3(d) Professional Engineer Certification	
<p>Being familiar with the provisions of 40 CFR, Part 112, I attest to the following:</p> <ul style="list-style-type: none"> <li>• I am familiar with the requirements of this part.</li> <li>• I or my agent has visited and examined the Facility.</li> <li>• The Plan has been prepared in accordance with good engineering practice, including consideration of applicable industry standards, and with the requirements of this part.</li> <li>• Procedures for required inspections and testing have been established.</li> <li>• The Plan is adequate for the Facility.</li> </ul> <p><b>Note:</b> Certification is conditional pending satisfactory resolution of the required improvements listed in FIGURE 1.1-5.</p>	
Printed Name of Registered Professional Engineer:	Daniel P. McRea
Signature of Registered Professional Engineer:	
Date:	12/17/10
Registration Number:	106168



2010 Fillmore PE Certification

**FIGURE 1.1-2 - CERTIFICATION AND APPLICABILITY OF SUBSTANTIAL HARM**

Does the facility transfer oil over-water to or from vessels and does the facility have a total oil storage capacity greater than or equal to 42,000 gallons? **No**

Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and, within any storage area, does the facility lack secondary containment that is sufficiently large to contain the capacity of the largest above ground oil storage tank plus sufficient freeboard to allow for precipitation? **No**


Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and is the facility located at distance [as calculated using the appropriate formula in Appendix C-III (59 FR 34105) or a comparable formula] such that a discharge from the facility could cause injury to fish and wildlife and sensitive environments? **No**

Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and is the facility located at a distance (as calculated using the appropriate formula in Appendix C or a comparable formula) such that a discharge from the facility would shut down a public drinking water intake? **No**

Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and has the facility experienced a reportable oil spill in an amount greater than or equal to 10,000 gallons within the last 5 years? **No**

**CERTIFICATION**

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining information, I believe that the submitted information is true, accurate, and complete.

<b>Signature:</b>	
<b>Name:</b>	Michael A. Moore
<b>Title:</b>	Vice President of Trucking Operations
<b>Date:</b>	1/10/2012 12:00:00 AM

## FIGURE 1.1-3 - MANAGEMENT APPROVAL AND REVIEW

I hereby approve the contents of the facility's Spill Prevention, Control and Countermeasure Plan (SPCC Plan) and have the authority to commit the necessary resources to implement the SPCC Plan, as set forth in this document, in accordance with the federal requirements of 40 CFR Part 112.


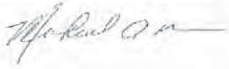
<b>Name:</b>	Mr. Patrick Hodgins	<b>Signature:</b>	
<b>Title:</b>	Corporate Director of HSSE	<b>Date:</b>	4/26/2010 12:00:00 AM
<b>Name:</b>	Michael A. Moore	<b>Signature:</b>	
<b>Title:</b>	Vice President of Trucking Operations	<b>Date:</b>	1/10/2012 12:00:00 AM

FIGURE 1.1-4 - RECORD OF REVIEWS

RECORD OF REVIEWS					
Date of Review <sup>1</sup>		Will Plan Need Amendment? <sup>2</sup>	Reviewer's Name <sup>3</sup>	Reason for Amendment <sup>4</sup>	Date of Amendment (or N/A)
Full	Partial				
4/26/2010		Yes			4/26/2010
	1/5/2012	Yes		Notification changes	

<sup>1</sup> A full review of the plan must be performed at least once every five years.

<sup>2</sup> The SPCC plan must be amended when there is a change in the facility design, construction, operation, or maintenance that materially affects its potential for a discharge. Examples include, but are not limited to: commissioning or decommissioning containers; replacement, reconstruction, or movement of containers; reconstruction, replacement, or installation of piping systems; construction or demolition that might alter secondary containment structures; changes of product or service; or revision of standard operation or maintenance procedures.

<sup>3</sup> Reviewer's signature indicates that he/she has completed review and evaluation of the SPCC plan for [name of facility] on the date indicated and will or will not amend the plan as a result, as indicated.

<sup>4</sup> Briefly describe reasons for plan amendment. These may include one or more of the reasons in footnote 2, above, administrative changes such as updates to names or phone numbers, regulatory changes, or changes in Company policies.

**FIGURE 1.1-5 - ADDENDUM**

Certification of this Spill Prevention Control and Countermeasure plan is contingent upon correction of all discrepancies listed in this Addendum. The discrepancies are:

This terminal has no discrepancies.



## 2.1 SPILL PREVENTION

FIGURE 2.1-1 - SITE SPECIFIC SPCC PLAN

FACILITY INFORMATION			
<b>Name of Facility:</b>	Fillmore Truck Station	<b>Type of Facility:</b>	Onshore/Non Production
<b>Location of Facility:</b>	9321 Highway 157 Princeton, LA 71067 (318) 949-3284	<b>Name &amp; Address of Owner or Operator:</b>	Genesis Crude Oil, L.P. 919 Milam Suite 2100 Houston, TX 77002
<b>Latitude/ Longitude:</b>	32 ° 33 ' 52 " N / 93 ° 30 ' 57 " W	<b>Designated Personnel Accountable for Oil Spill Prevention at the Facility:</b>	Terry Lincecum
<b>Personnel Accountable for Training at the Facility:</b>	Russ Miller and Terry Lincecum		
<b>General Facility Description:</b>	This Facility is a truck station which stores diesel. Diesel is used for own consumption at the Facility and is loaded out of the Facility via tank truck. This Facility is manned during loading operations and maintenance operations. Genesis began trucking operations at this Facility in April of 1998. The Facility has one (1) aboveground storage tank. Refer to FIGURE 2.1-3 for the facility plot plan and FIGURE 2.1-2 for a listing of facility storage.		

FIGURE 2.1-1 - SITE SPECIFIC SPCC PLAN, CONTINUED

40 CFR, 112.7	
<b>(a) GENERAL REQUIREMENTS</b>	
(1) Include a discussion of your facility's conformance with the requirements listed in this part	<ul style="list-style-type: none"> <li>The specific requirements are detailed in bulleted responses below.</li> </ul>
(2) Comply with all applicable requirement listed in this part. Your Plan may deviate from some requirements if you provide additional protection or explanation	<ul style="list-style-type: none"> <li>All requirements are addressed below. Where deviations occur, an equivalent environmental protection is described in detail.</li> </ul>
(3) You must also address in your plan:	<ul style="list-style-type: none"> <li>The facility is an Onshore/Non-Production facility; refer to FIGURE 2.1-3 for the facility diagram.</li> </ul>
i. The type of oil in each container and its storage capacity	<ul style="list-style-type: none"> <li>Refer to FIGURE 2.1-2 for the Tank Table.</li> </ul>
ii. Discharge prevention measures	<ul style="list-style-type: none"> <li>Entire plan.</li> </ul>
iii. Discharge or drainage controls such as secondary containment around containers and other structures, equipment, and procedures for the control of a discharge	<ul style="list-style-type: none"> <li>Refer to 40 CFR 112.8 (b).</li> </ul>
iv. Countermeasures for discharge discovery, response, and cleanup (both the facility's capability and those that might be required of a contractor)	<ul style="list-style-type: none"> <li>Refer to the response procedures in SECTION 3.1.</li> </ul>
v. Methods of disposal of recovered materials	<ul style="list-style-type: none"> <li>Refer to SECTION 3.9 Waste Management.</li> </ul>
vi. Contact list and phone numbers for responding to a spill or emergency	<ul style="list-style-type: none"> <li>Refer to FIGURE 3.4-2.</li> </ul>
(4) Unless you have submitted a response plan, provide information and procedures to report a discharge	<ul style="list-style-type: none"> <li>Refer to SECTION 3.1 and SECTION 3.4.</li> </ul>
(5) Unless you have submitted a response plan, describe procedures you will use when a discharge occurs	<ul style="list-style-type: none"> <li>Refer to SECTIONS 3.1 through 3.9.</li> </ul>
<b>(b) PREDICTION OF THE DIRECTION, RATE OF FLOW, AND TOTAL QUANTITY OF OIL WHICH COULD BE DISCHARGED FROM THE FACILITY AS A RESULT OF EACH TYPE OF MAJOR EQUIPMENT FAILURE</b>	
	<ul style="list-style-type: none"> <li>Refer to Tank Table, FIGURE 2.1-2, and 40 CFR 112.8(d).</li> </ul>
<b>(c) Provide appropriate containment and/or diversionary structures or equipment to prevent a discharge</b>	
	<ul style="list-style-type: none"> <li>Refer to Tank Table, FIGURE 2.1-2, and 40 CFR 112.8(b) and (c).</li> </ul>
<b>(d) CONTINGENCY PLANNING</b>	
(1) An oil spill contingency plan following the provisions of part 109 of this chapter	<ul style="list-style-type: none"> <li>Refer to Sections 3.1 through 3.9 for contingency planning.</li> </ul>
<b>(e) Inspections, Tests, and Records (maintained for at least 3 years)</b>	
	<ul style="list-style-type: none"> <li>Monthly inspections are performed which include checklist items covering storage tanks, pumps, pipelines, valves, fittings, fence perimeter and general security.</li> </ul>
	<ul style="list-style-type: none"> <li>Product handling equipment is inspected for signs of leakage or potential leakage. Spill containment impoundments are inspected to verify for the presence of oil.</li> </ul>
	<ul style="list-style-type: none"> <li>Facility personnel perform regular inspections of facility equipment, operations and spill containment areas. Inspections are performed in accordance with written procedures detailed on each inspection sheet.</li> </ul>

FIGURE 2.1-1 - SITE SPECIFIC SPCC PLAN, CONTINUED

40 CFR, 112.7	
<b>(e) Inspections, Tests, and Records (maintained for at least 3 years)</b>	
	<ul style="list-style-type: none"> <li>The Company has developed a tank inspection program for all storage tanks in accordance with the API 653 Standard. As tanks become available, clean and gas free, the Company will contract with a certified API 653 inspector to perform a complete thorough inspection of the tank.</li> </ul>
	<ul style="list-style-type: none"> <li>An API 653 inspection includes performing non-destructive testing of the tank steel to verify corrosion conditions. The API 653 inspection reports are maintained at the office of the Facility Manager.</li> </ul>
	<ul style="list-style-type: none"> <li>When measurements or tank conditions are found to be out of API 653 specifications, the necessary repair work will be completed prior to returning the tank to operational service.</li> </ul>
	<ul style="list-style-type: none"> <li>Inspection and testing records are made part of this plan, but kept at the office of the Facility Manager. All inspection records associated with this SPCC plan will be maintained for a period of three years.</li> </ul>
	<ul style="list-style-type: none"> <li>The facility manager or his designee will sign the inspections required by this SPCC Plan. Examples of these inspections can be found in this plan.</li> </ul>
	<ul style="list-style-type: none"> <li>High liquid level alarms are tested annually, including the manipulation of switches at the Dock Facility only.</li> </ul>
	<ul style="list-style-type: none"> <li>The fast response system is tested monthly, including the checking of gauge reading and calibrating at the Truck Facility.</li> </ul>
	<ul style="list-style-type: none"> <li>Integrity testing will follow the guidelines listed above and examples of these records documenting the testing can be found in the appendices to this plan.</li> </ul>
<b>(f) PERSONNEL TRAINING AND DISCHARGE PREVENTION PROCEDURES</b>	
<b>(1) PERSONNEL TRAINING</b>	
	<ul style="list-style-type: none"> <li>Formal training on the operation and maintenance of oil field equipment is provided through Company-sponsored schooling on an "as needed" basis.</li> </ul>
	<ul style="list-style-type: none"> <li>Pollution prevention and applicable regulatory requirements are brought to the attention of employees on a continuing basis in safety meetings, personal consultations, posters, literature distribution, etc.</li> </ul>
	<ul style="list-style-type: none"> <li>Qualified and experienced personnel conduct on-the-job training of new and/or inexperienced employees.</li> </ul>
	<ul style="list-style-type: none"> <li>The Company provides initial awareness training to all employees prior to the employee commencing operational duties. The employees are informed of the SPCC Plan, the purpose of the plan, and proper best management practices.</li> </ul>
	<ul style="list-style-type: none"> <li>The Company has developed an employee-training program that addresses proper operation and maintenance of equipment to prevent oil discharges.</li> </ul>
	<ul style="list-style-type: none"> <li>The overall purpose of this training program is ensuring that employees are kept informed of current operational procedures and applicable spill prevention methods and pollution control laws, rules, and regulations.</li> </ul>
	<ul style="list-style-type: none"> <li>The training program includes a review of the Facility's SPCC Plan, new revised regulations / laws / instructions, safe handling of hazardous materials, a review of product storage and transfer operations, and recognizing and identifying pollution prevention opportunities.</li> </ul>
<b>(2) DESIGNATED PERSON</b>	
	<ul style="list-style-type: none"> <li>Refer to Facility Information above for the "Designated Personnel Accountable for Oil Spill Prevention at the Facility"</li> </ul>
<b>(3) SPILL PREVENTION BRIEFINGS</b>	
	<ul style="list-style-type: none"> <li>In addition to the regular employee training, the Company will schedule annual briefings to assure that employees have current knowledge of spill prevention techniques and associated equipment.</li> </ul>

FIGURE 2.1-1 - SITE SPECIFIC SPCC PLAN, CONTINUED

40 CFR, 112.7
<b>(f) PERSONNEL TRAINING AND DISCHARGE PREVENTION PROCEDURES</b>
<b>(3) SPILL PREVENTION BRIEFINGS</b>
<ul style="list-style-type: none"> <li>The record of these briefings will be documented. An example form is included with this SPCC Plan (FIGURE 4.1-1). Documentation will be maintained for a minimum period of three years.</li> </ul>
<ul style="list-style-type: none"> <li>Employees are instructed in applicable pollution control laws, rules, and regulations.</li> </ul>
<ul style="list-style-type: none"> <li>Briefings are given as necessary at tailgate meetings as part of an incident review or at other meetings as necessary. Operation and maintenance procedures are explained and problems with existing equipment are discussed.</li> </ul>
<ul style="list-style-type: none"> <li>Examples of any recent spill events, malfunctioning equipment, etc., are described, along with any resulting or otherwise recently developed precautionary measures.</li> </ul>
<b>(g) SECURITY</b>
<b>(1) FENCES AND GATES</b>
<ul style="list-style-type: none"> <li>The entire facility is enclosed by fencing and secured by gates. Gates are locked when the Facility is unattended.</li> </ul>
<b>(2) CONTAINER VALVES / DRAINS</b>
<ul style="list-style-type: none"> <li>When not in operation, all master flow and drain valves that will permit direct outward flow of a tank's content to the surface are securely locked in the closed position.</li> </ul>
<b>(3) STARTER PUMPS</b>
<ul style="list-style-type: none"> <li>Starter controls are located within a secure area where only authorized personnel have access. Controls are locked in the "off" position when not in use.</li> </ul>
<b>(4) LOADING / UNLOADING CONNECTIONS</b>
<ul style="list-style-type: none"> <li>Pipeline connections are securely capped when they are not in use and blank flanged when they are in standby service for an extended time. All out-of-service pipelines are evacuated of their contents.</li> </ul>
<b>(5) FACILITY LIGHTING</b>
<ul style="list-style-type: none"> <li>Lighting is adequate to detect spills during nighttime hours and prevent vandalism. Lights illuminate the aboveground storage areas and the truck loading/unloading area.</li> </ul>
<b>(h) FACILITY TANK CAR AND TANK TRUCK LOADING/UNLOADING RACK</b>
<b>(1) TRANSFER AREA DRAINAGE</b>
<ul style="list-style-type: none"> <li>The Facility requires all drivers to comply with the DOT regulations outlined in 49 CRF Part 177 and the Facility Standard Operating Procedures (SOP). No rail tank car operations occur at this Facility.</li> </ul>
<ul style="list-style-type: none"> <li>All drivers must be authorized and certified by Genesis Crude Oil, L.P. to unload diesel.</li> </ul>
<ul style="list-style-type: none"> <li>Truck unloading procedures are posted at the Facility.</li> </ul>
<ul style="list-style-type: none"> <li>There are no unloading racks at this Facility. Unloading is handled through a single coupling. The unload coupling is located inside of a header box, and drivers are in attendance throughout unloading operations. Spill response equipment is available to drivers in case of a spill.</li> </ul>
<b>(2) INTERLOCKED WARNING LIGHT OR PHYSICAL BARRIER</b>
<ul style="list-style-type: none"> <li>Warning signs are posted in all the loading/unloading areas to prevent vehicular departure before disconnecting flexible or fixed transfer lines. A trained Genesis truck driver is present to observe all loading/unloading operations.</li> </ul>
<b>(3) TRUCK DRAIN / OUTLET EXAMINATION</b>
<ul style="list-style-type: none"> <li>Prior to filling and departure of any truck, the lower most drains and outlets on tank trucks are closely examined for leakage. Any sign of leakage is immediately corrected to prevent spills while in transit.</li> </ul>
<ul style="list-style-type: none"> <li>Warning signs are posted in the loading/unloading areas to remind drivers to examine drain outlets prior to departure. A trained Genesis employee is present to observe all loading/unloading operations.</li> </ul>
<b>(i) BRITTLE FRACTURE EVALUATION REQUIREMENTS</b>
<ul style="list-style-type: none"> <li>The Facility follows a program to inspect all storage tanks according to API 653 standards. The API 653 inspections will include structural steel evaluation.</li> </ul>

FIGURE 2.1-1 - SITE SPECIFIC SPCC PLAN, CONTINUED

40 CFR, 112.7	
<b>(i) BRITTLE FRACTURE EVALUATION REQUIREMENTS</b>	
	<ul style="list-style-type: none"> <li>Field constructed tanks are not present at the Facility. However, Facility management is aware that in the event modifications are made to storage containers, an evaluation must occur to determine if the structural integrity of the container is sufficient to safely manage the material to be stored and prevent brittle fracture or catastrophic failure.</li> </ul>
<b>(j) STATE DISCHARGE PREVENTION REQUIREMENTS</b>	
	<ul style="list-style-type: none"> <li>The Louisiana Oil Spill Prevention and Response Act requires spill prevention and response plans.</li> <li>The Louisiana Spill Prevention and Control (SPC) Regulations (Title 33, Part IX, Ch. 9) mirrors the Federal SPCC Rule prior to the 2002 revision. Generally, the regulation includes the following differences from the current EPA rule.</li> <li>Only storage containers and loading/unloading equipment and structures are covered.</li> <li>In addition to oil, covered substances include chemicals for which there is a Louisiana or federal reportable quantity (RQ) or are specifically listed in the SPC Rule. In this SPCC Plan, the term "oil" is synonymous with covered substances.</li> <li>There is a lower container capacity trigger level for applicability (660-gallon single containers, as existed in the Federal SPCC Rule prior to the 2002 revision).</li> <li>Plans must be amended and the amendments implemented prior to or concurrent with the facility modification whenever there is a modification in facility design, construction, storage capacity, operation, or maintenance, which renders the existing plan inadequate.</li> <li>Operators of facilities must review the plan every three years and amend the plan, if necessary, within 90 days of the review.</li> </ul>
<b>(k) QUALIFIED OIL-FILLED OPERATIONAL EQUIPMENT</b>	
(1) Qualification Criteria <input type="checkbox"/> Reportable Discharge History	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>
(2) Alternative Requirements to General Secondary Containment	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>
(i) Facility Procedures for Inspections / Monitoring	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>
(ii) Unless you have submitted a response plan under <input type="checkbox"/> 112.20, provide Contingency Planning:	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>
(A) An oil spill contingency plan following the provisions of part 109 of this chapter.	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>
(B) A written commitment of manpower, equipment, and materials required to expeditiously control and remove any quantity of oil discharged that may be harmful.	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>

FIGURE 2.1-1 - SITE SPECIFIC SPCC PLAN, CONTINUED

40 CFR, 112.8	
<b>(a) GENERAL REQUIREMENTS</b>	
	<ul style="list-style-type: none"> <li>The specific requirements are detailed in bulleted responses below.</li> </ul>
<b>(b) FACILITY DRAINAGE</b>	
<b>(1) DRAINAGE FROM DIKED AREAS</b>	
	<ul style="list-style-type: none"> <li>Drainage from diked storage areas is restrained by valves or other positive means to prevent contamination outside of the diked areas in the event of a spill or a leak.</li> </ul>
	<ul style="list-style-type: none"> <li>Accumulation in the diked area can be released by valves only after a careful examination for an oil sheen has been conducted and documented by the Facility operator. If water is clean, it is released from the diked area. If the water is not clean, it is removed by vacuum truck and properly disposed of.</li> </ul>
	<ul style="list-style-type: none"> <li>The tank truck loading/unloading area is designed with curbing along the downhill edge.</li> </ul>
<b>(2) DRAIN VALVES AND DROP PIPES</b>	
	<ul style="list-style-type: none"> <li>Valves used for the drainage of diked areas are of manual, open-and-closed design with locks on the valve in the closed position. No flapper-type drain valves are utilized on the diked storage areas.</li> </ul>
<b>(3) FACILITY DRAINAGE SYSTEM FROM UNDIKED AREAS</b>	
	<ul style="list-style-type: none"> <li>There are no undiked storage areas at this Facility.</li> </ul>
<b>(4) DIVERSION SYSTEM</b>	
	<ul style="list-style-type: none"> <li>This section is not applicable because all of the oil storage areas at this Facility have containment.</li> </ul>
<b>(5) TREATED DRAINAGE WATERS</b>	
	<ul style="list-style-type: none"> <li>This section applies to facilities that use a wastewater treatment system (a system with two or more treatment units) for treating drainage. Therefore, this section does not apply to this Facility.</li> </ul>
<b>(c) BULK STORAGE CONTAINERS</b>	
<b>(1) CONTAINER CONSTRUCTION AND MATERIALS</b>	
	<ul style="list-style-type: none"> <li>The material and construction of the Facility's bulk storage tanks are compatible with the material stored in them and the conditions of storage, such as pressure and temperature, etc.</li> </ul>
	<ul style="list-style-type: none"> <li>The aboveground oil product storage tank is constructed of welded steel.</li> </ul>
	<ul style="list-style-type: none"> <li>When the Facility is unattended, the main outlet valve on each tank is locked shut.</li> </ul>
	<ul style="list-style-type: none"> <li>Each tank is equipped with an electronic reading gauge.</li> </ul>
	<ul style="list-style-type: none"> <li>Venting capacity is suitable for the fill and withdrawal rates.</li> </ul>
	<ul style="list-style-type: none"> <li>The main power switch for the pumps is located in a secure area accessible to authorized personnel only and is locked when the Facility is unattended.</li> </ul>
	<ul style="list-style-type: none"> <li><b>DRUMS:</b> Drums of oil and other chemicals may be used or stored on site at any time. Spills from drums will be contained and controlled using the appropriate sorbent pads and sorbent booms. In all cases, Facility employees will use due care when handling any container of oil regardless of size to minimize releases to the environment. Drips pans and temporary dikes shall be used whenever possible to contain dripping or leaking oil and lubricants.</li> </ul>
<b>(2) SECONDARY CONTAINMENT</b>	
	<ul style="list-style-type: none"> <li>The diked areas are sufficiently reliable to contain spilled oil.</li> </ul>
	<ul style="list-style-type: none"> <li>The aboveground storage tank is situated within diked walls (refer to FIGURE 2.1-3). These dike walls are constructed of compacted earth.</li> </ul>
	<ul style="list-style-type: none"> <li>All bulk storage tank installations are constructed so that a secondary means of containment is provided for the entire contents of the largest single tank plus sufficient freeboard to allow for precipitation.</li> </ul>
<b>(3) RAINWATER DRAINAGE</b>	
	<ul style="list-style-type: none"> <li>This section is not applicable to this Facility.</li> </ul>
<b>(4) BURIED METALLIC STORAGE TANKS</b>	
	<ul style="list-style-type: none"> <li>There are no underground metallic storage tanks at this Facility.</li> </ul>

FIGURE 2.1-1 - SITE SPECIFIC SPCC PLAN, CONTINUED

40 CFR, 112.8	
<b>(c) BULK STORAGE CONTAINERS</b>	
<b>(5) PARTIALLY BURIED METALLIC STORAGE TANKS</b>	
	<ul style="list-style-type: none"> <li>There are no partially buried tanks at this Facility.</li> </ul>
<b>(6) ABOVEGROUND CONTAINERS</b>	
	<ul style="list-style-type: none"> <li>Tanks are constantly observed by facility personnel during operating hours. Formal inspections are conducted routinely to examine the exterior of the tanks and the containment areas. These inspections are to be documented. An example report form can be found in FIGURE 4.1-2.</li> <li>The aboveground tank at this Facility is subject to periodic integrity testing, which includes at a minimum at least two (2) of the following:               <ul style="list-style-type: none"> <li>Take into account tank design (floating roof, etc.):                   <ul style="list-style-type: none"> <li>(1) Hydrostatic testing</li> <li>(2) Visual inspection - (signs of deterioration, leaks which might cause a spill, or accumulation of oil inside diked areas)</li> <li>(3) Shell thickness testing</li> </ul> </li> <li>In addition to integrity testing, the tank level alarms are also tested on a frequent basis.</li> <li>If a field-constructed aboveground tank undergoes repair, alteration, or change in service that might affect the risk of a discharge or failure due to brittle fracture or other catastrophe, the tank will be evaluated and appropriate actions taken.</li> </ul> </li> </ul>
<b>(7) INTERNAL HEATING COILS</b>	
	<ul style="list-style-type: none"> <li>The bulk storage tank at this Facility does not utilize internal heating coils which discharge steam into an open water course.</li> </ul>
<b>(8) FAIL SAFE ENGINEERING</b>	
	<ul style="list-style-type: none"> <li>As far as practical, the bulk storage tank at this Facility has been fail-safe engineered or updated into a fail-safe engineered installation to avoid spills.</li> <li>This Facility has been equipped with the following fail-safe engineering designs:               <ul style="list-style-type: none"> <li>(1) Visual gauges which operate on a float system.</li> <li>(2) A fast response system for determining the liquid level of each bulk storage tank, such as digital computers, telepulse, or direct vision gauges or their equivalent.</li> <li>(3) Direct audible or code signal communication between the tank gauger and the pumping station.</li> </ul> </li> </ul>
<b>(9) FACILITY EFFLUENTS</b>	
	<ul style="list-style-type: none"> <li>This section is not applicable to this Facility.</li> </ul>
<b>(10) VISIBLE OIL LEAKS</b>	
	<ul style="list-style-type: none"> <li>Visible discharges are reported to the District Manager so that they can be fixed immediately. Measures will be taken to minimize and mitigate the leak while awaiting repair by a contractor. Any spilled oil is cleaned up immediately by operations personnel. Oil spill cleanup supplies are located at the Facility.</li> </ul>
<b>(11) MOBILE/PORTABLE STORAGE CONTAINERS</b>	
	<ul style="list-style-type: none"> <li>Mobile and portable storage tanks are positioned or located so as to prevent spilled oil from reaching navigable waters.</li> <li>A secondary means of containment, such as dikes, curbing, or sumps, will be furnished for the largest single compartment or tank.</li> <li>These tanks will be located where they will not be subject to periodic flooding or washout.</li> </ul>

FIGURE 2.1-1 - SITE SPECIFIC SPCC PLAN, CONTINUED

40 CFR, 112.8	
<b>(d) FACILITY TRANSFER OPERATIONS, PUMPING, AND FACILITY PROCESSES</b>	
<b>(1) BURIED PIPING INSTALLATIONS</b>	
	<ul style="list-style-type: none"> <li>There is no underground piping at this Facility.</li> </ul>
<b>(2) PIPELINE OUT OF SERVICE</b>	
	<ul style="list-style-type: none"> <li>Pipelines that are out-of-service are evacuated and blank flanged with the origin marked. Facility connections in the truck loading/unloading areas are capped when not in use.</li> <li>All aboveground piping is marked with product content, origin, and direction of flow.</li> </ul>
<b>(3) PIPING SUPPORTS</b>	
	<ul style="list-style-type: none"> <li>There are no pipe supports associated with truck unloading at this Facility. The aboveground piping runs are too short to require supports.</li> </ul>
<b>(4) ABOVEGROUND VALVES AND PIPELINES</b>	
	<ul style="list-style-type: none"> <li>All piping at the Facility is aboveground.</li> <li>Aboveground pipelines and valves are also examined during the routine inspection. The inspections are to be documented. An example form may be found in FIGURE 4.1-2.</li> <li>Pressure testing is conducted on all aboveground pipelines at the Facility whenever new construction, modification, relocation, or replacement takes place.</li> <li>All buried piping will be integrity and leak tested at the time of installation, modification, construction, relocation, or replacement.</li> <li>Valves, pipelines, and pipe supports are observed at the beginning and end of each truck unload operation by trucking personnel.</li> </ul>
<b>(5) VEHICULAR TRAFFIC</b>	
	<ul style="list-style-type: none"> <li>Some aboveground piping is located within secondary containment areas and is protected against impact from vehicular traffic by berms. Other aboveground piping is located in areas inaccessible to roadways. Additionally, only authorized drivers familiar with the operation may gain access to this Facility.</li> </ul>



FIGURE 2.1-2 - TANK TABLE

Container/Source	Failure/Cause	Total Capacity (gal)	Secondary Containment Volume Type (gal)	Tank Type	Year Constructed/Installed	Quantity Stored (gal)	Direction of Flow/Rate (See Plot Plan)	Product Stored
<b>ABOVEGROUND CONTAINERS - Total: Varies</b>								
1	Overfill / Rupture / Leakage	12,000	27,426/ 1	W			West / Instantaneous	Diesel
<b>Facility Total: 12,000</b>								

Note: There are no underground storage tanks or surface impoundments located at this Facility.

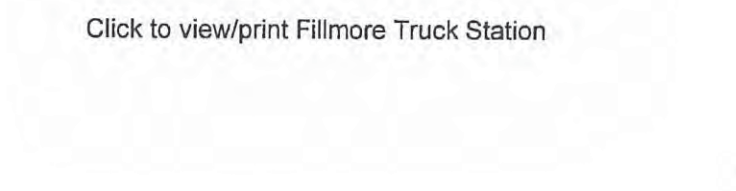
\* Not in Containment Area \*\* Curbing and containment system

Containment Type: 1-Earthen Berm and Floor, 2-Concrete Berm and Floor, 3-Metal Berm and Floor, 4-Portable Containment or Inside Building, 5-Double Walled, 6-Concrete Walls and Earthen Floor

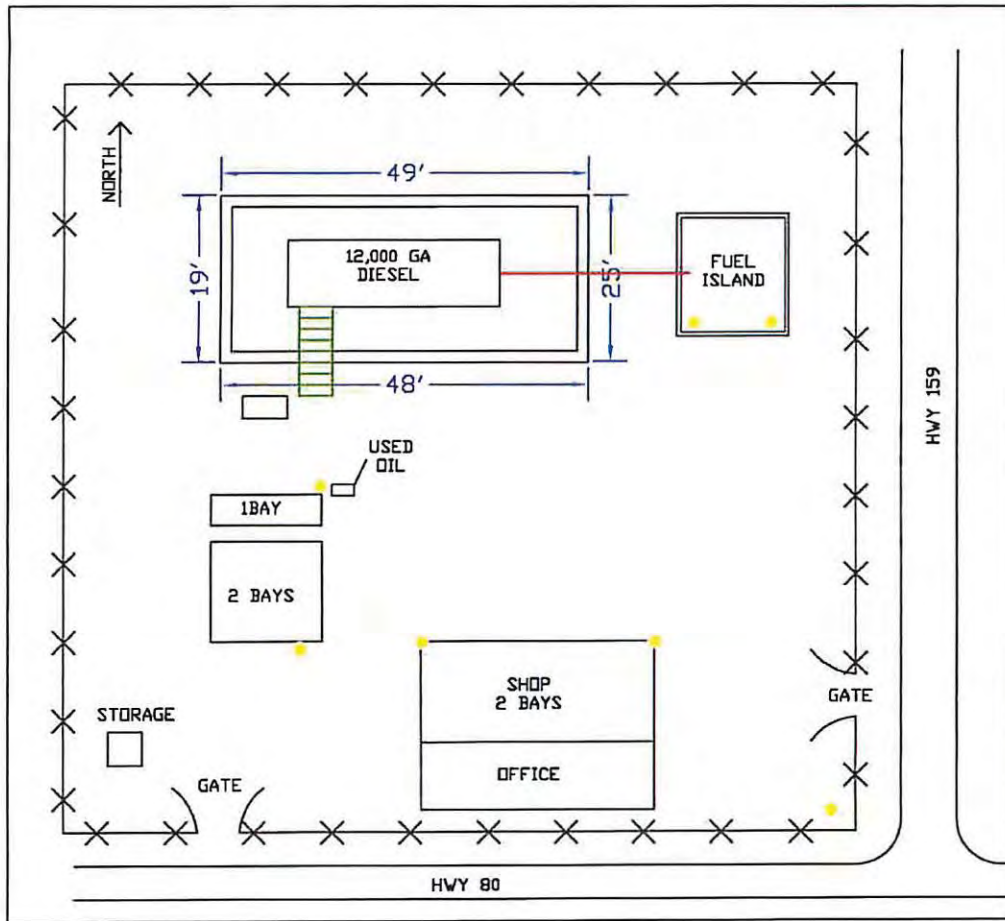
Tank / Roof Type: C =Conical or Cone, D = Dome, H = Horizontal, L = Lifter, S = Spheroid, V = Vertical, G = Geodesic, Fx = Fixed, F = Floating, W = Welded, R = Riveted

**FIGURE 2.1-3 - PLOT PLAN**

[Click to view/print Fillmore Truck Station](#)



# Fillmore Truck Station



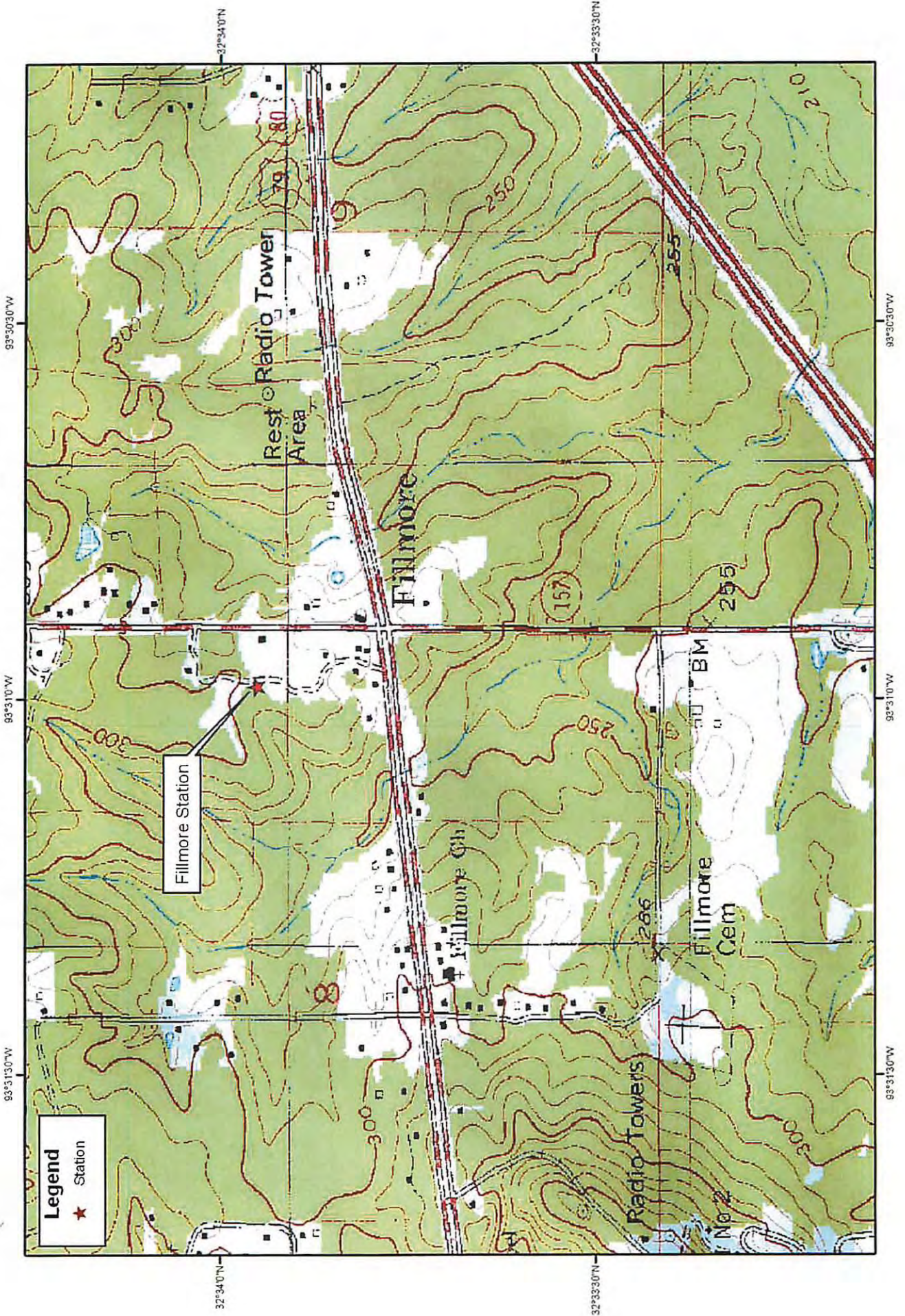
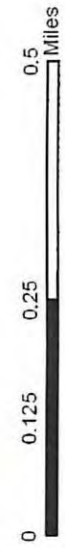
LEGEND	
	Undergroup Pipe
	Lights
	Fenceline
	Stairs



**FIGURE 2.1-4 - TOPOGRAPHIC MAP**

[Click to view/print Topographic Map](#)

# Fillmore Truck Station



**FIGURE 2.1-5 - CONTAINMENT CALCULATION**

[Click to view/print 2010 Fillmore Calculation](#)

# Containment Calculation

## Fillmore Truck Station

### Description of Site

Fillmore truck station consists of 1 horizontally oriented cylindrical fuel tank, capacity 12,000 gall (285.71 bbl). There is also a 110 gall oil waste tank inside of the containment measuring 4' x 6'. This oil waste tank is supported on skids, and the bottom of the tank is off the ground 1'. The containment dike around these 2 tanks measures 13' x 68' x 17' x 69'.

### WALL DIMENSIONS

H - Wall Height (Low Point) 2.83 ft  
 L - Contain. Area Length (Toe) 68.00 ft  
 W - Contain. Area Width (Toe) 13.00 ft

### Non-rectangular Containment Adjustments

A - Area adjustments 0.00 ft<sup>2</sup>  
 P - Perimeter adjustments 0.00 ft

TANK DATA	Tank Diameter (ft)	Tank Area (ft <sup>2</sup> )	Tank Volume (BBL)	Foundation Diameter (ft)	Foundation Height (ft)	Foundation Volume (ft <sup>3</sup> )
Tank 1 (Largest Tank)	8.00	50.27	285.71	0.00	0.00	0.00
Tank 2	4' x 6'	24.00	2.61	0.00	1.00	0.00

**G - Gross Containment Volume = H\*(L x W + A) = 2,501.72 ft<sup>3</sup>**

**D - Total Deductions = T + F = 43.92 ft<sup>3</sup>**

T - Tank Volume Deduction (all except largest tank) = 43.92 ft<sup>3</sup>

F - Foundation Volume Deduction (all foundations) = 0.00 ft<sup>3</sup>

**C - Containment Volume (ft) = G - D = 2,457.80 ft<sup>3</sup>**

**C - Containment Volume (BBL) = (G-D)\*(0.178bbl/ft<sup>3</sup>) = 437.72 BBL**

**R - Required Contain. Volume = V \* 110% = 314.28 BBL**

<b>CRITERIA: If C &gt; R then containment is adequate,</b>	<b>C (BBL)</b>	<b>&gt;</b>	<b>R (BBL)</b>
	437.72		314.28

**Therefore, containment is adequate**

### 3.1 RESPONSE PROCEDURES

FIGURE 3.1-1 - RESPONSE ACTIONS

<b>PERSON DISCOVERING SPILL</b>
<ul style="list-style-type: none"> <li>● Notify Immediate Supervisor</li> </ul>
<b>IMMEDIATE SUPERVISOR</b>
<ul style="list-style-type: none"> <li>● Notify Qualified Individual (Incident Commander)</li> <li>● If safe, assess the situation</li> <li>● If safe, begin to minimize the spill</li> </ul>
<b>QUALIFIED INDIVIDUAL</b>
<ul style="list-style-type: none"> <li>● Evaluate health and safety hazards/review MSDS</li> <li>● If safe, direct source control</li> <li>● If safe, direct deployment of company response equipment</li> <li>● Complete Oil Spill Report Form (FIGURE 3.4-1)</li> <li>● Mobilize spill response contractors</li> <li>● Notify Regional HSSE Department</li> </ul>
<b>REGIONAL HSSE DEPARTMENT</b>
<ul style="list-style-type: none"> <li>● Assess incident and assume role of IC, if necessary</li> <li>● Mobilize additional spill response contractors</li> <li>● Document response actions</li> <li>● Notify required agencies</li> <li>● Notify management</li> <li>● Refer to site specific Emergency Response Plan</li> </ul>



### 3.2 SOURCE CONTROL AND MITIGATION

This section provides general guidance for spill mitigation. Each situation is unique and must be treated according to the circumstance present. In every situation, however, personnel safety must be assessed as the first priority. The potential for ignition and/or toxic exposure must be promptly evaluated.

**FIGURE 3.2-1 - SPILL MITIGATION PROCEDURES**

TYPE	MITIGATION PROCEDURE
Failure of Transfer Equipment	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Terminate transfer operations and close block valves.</li> <li>3. Drain product into containment areas if possible.</li> <li>4. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.</li> </ol>
Tank Overfill/Failure	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Shut down or divert source of incoming flow to tank.</li> <li>3. Transfer fluid to another tank with adequate storage capacity (if possible).</li> <li>4. Shut down source of vapor cloud ignition by shutting down all engines and motors.</li> <li>5. Ensure that dike discharge valves are closed.</li> <li>6. Monitor diked containment area for leaks and potential capacity limitations.</li> <li>7. Begin transferring spilled product to another tank as soon as possible.</li> </ol>
Piping Rupture/Leak (under pressure and no pressure)	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Shut down pumps. Close the closest block valves on each side of the rupture.</li> <li>3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards.</li> <li>4. Shut down source of vapor cloud ignition by shutting down all engines and motors.</li> <li>5. If piping is leaking and under pressure, then relieve pressure by draining into a containment area or back to a tank (if possible). Then repair line according to established procedures.</li> </ol>
Fire/Explosion	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at risk of injury.</li> <li>2. Notify local fire and police departments.</li> <li>3. Attempt to extinguish fire if it is in incipient (early) stage.</li> <li>4. Shut down transfer or pumping operation. Attempt to divert or stop flow of product to the hazardous area (if it can be done safely).</li> <li>5. Eliminate sources of vapor cloud ignition shutting down all engines and motors.</li> <li>6. Control fire before taking steps to contain spill.</li> </ol>
Manifold Failure	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Terminate transfer operations immediately.</li> <li>3. Isolate the damaged area by closing block valves on both sides of the leak/rupture.</li> <li>4. Shut down source of vapor cloud ignition by shutting down all engines and motors.</li> <li>5. Drain fluids back into containment areas (if possible).</li> </ol>

### 3.3 SPILL VOLUME ESTIMATING

Early in a spill response, estimation of spill volume is required in order to:

- Report to agencies.
- Determine liquid recovery requirements.
- Assess manpower and equipment requirements.
- Estimate disposal and interim storage requirements.

In the event that actual spill volumes are not available, it may be necessary to estimate this volume. Some methods to estimate this volume are:

- For tank overfills, the total volume would be limited to the elapsed time multiplied by the pumping rate.
- In the event that a more accurate method is not available, an estimate of spill size can be made by visual assessment of the surface area and thickness. Be aware that these factors may yield inaccurate results because:
  - Interpretation of sheen color varies with different observers.
  - Appearance of a slick varies depending upon amount of available sunlight, and viewing angle.
  - Different products may behave differently, depending upon their properties.

**FIGURE 3.3-1 - SPILL ESTIMATION FACTORS**

OIL THICKNESS ESTIMATIONS				
Standard Form	Approx. Film Thickness		Approx. Quantity of Oil in Film	
	inches	mm		
Barely Visible	0.0000015	0.00004	25 gals/mile <sup>2</sup>	44 liters/km <sup>2</sup>
Silvery	0.000003	0.00008	50 gals/mile <sup>2</sup>	88 liters/km <sup>2</sup>
Slightly colored	0.000006	0.00015	100 gals/mile <sup>2</sup>	179 liters/km <sup>2</sup>
Brightly colored	0.000012	0.0003	200 gals/mile <sup>2</sup>	351 liters/km <sup>2</sup>
Dull	0.00004	0.001	666 gals/mile <sup>2</sup>	1,167 liters/km <sup>2</sup>
Dark	0.00008	0.002	1,332 gals/mile <sup>2</sup>	2,237 liters/km <sup>2</sup>
Thickness of light oils: 0.0010 inches to 0.0010 inches				
Thickness of heavy oils: 0.10 inches to 0.010 inches				

3.4 NOTIFICATIONS

FIGURE 3.4-1 - OIL SPILL REPORT FORM

INVOLVED PARTIES			
Reporting Party		Suspected Responsible Party	
Name:		Name:	
Phone: (Day)		Phone: (Day)	
(Evening)		(Evening)	
Position:		Company:	
Company:		Organizational Type: <input type="checkbox"/> Private Citizen	
Address:		<input type="checkbox"/> Private Enterprise	
		<input type="checkbox"/> Public Utility	
		<input type="checkbox"/> Local Government	
		<input type="checkbox"/> State Government	
		<input type="checkbox"/> Federal Government	
Person Discovering Incident			
Name:			
Company/Organization:			
City:	State:	Zip:	
Were materials released? <input type="checkbox"/> Yes <input type="checkbox"/> No		Calling for Responsible Party <input type="checkbox"/> Yes <input type="checkbox"/> No	
INCIDENT DESCRIPTION			
Incident Classification: <input type="checkbox"/> Tier I <input type="checkbox"/> Tier II <input type="checkbox"/> Tier III			
Date:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM	Weather:	
Incident Address/Location:		Latitude: _____ degrees _____ min _____ sec N	
		Longitude: _____ degrees _____ min _____ sec W	
Mile Post/River Marker:			
City/County:		Distance from City:	
State:		Direction from City:	
Source and Cause of Incident:			
Storage Tank Type: <input type="checkbox"/> Above Ground <input type="checkbox"/> Below Ground <input type="checkbox"/> Unknown			
Tank Capacity:		Facility Capacity:	
MATERIAL INFORMATION			
CHRIS Code	Product Released	Released Quantity (Include units of measure)	Quantity in Water (Include units of measure)

Note: Refer to the Incident Database for spill history and spill reporting.

\* INITIAL NOTIFICATION SHOULD NOT BE DELAYED PENDING COLLECTION OF ALL INFORMATION

**FIGURE 3.4-1 - OIL SPILL REPORT FORM, CONTINUED**

INITIAL IMPACT			
Number of injuries:		Number of Deaths:	
Were there Evacuations? <input type="checkbox"/> Yes <input type="checkbox"/> No		Number Evacuated:	
Was there any Damage? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Damage in dollars (estimate):			
Is the Spill Contained within the boundaries of the facility? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Direction of Flow:			
RESPONSE ACTION(S)			
Action(s) Taken to Correct, Control or Mitigate Incident:			
ADDITIONAL INFORMATION			
Any information about the incident not recorded elsewhere in the report (e.g., duration of spill, treatment or disposal measures).			
COMPLETED NOTIFICATIONS			
Local	State	Federal	Other

**Note:** Refer to the Incident Database for spill history and spill reporting.

**\* INITIAL NOTIFICATION SHOULD NOT BE DELAYED PENDING COLLECTION OF ALL INFORMATION**

FIGURE 3.4-2 - NOTIFICATIONS AND TELEPHONE NUMBERS

\*24 Hour Number

FACILITY RESPONSE TEAM		
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)
Genesis Control Center	(800) 806-5463 (Office)	
Control Room	(713) 849-5928 (Office) (713) 860-2766 (One Call) (713) 849-9542 (Office) (800) 280-7076 (MS) (800) 486-4113 (FL) (713) 849-2936 (CO2) (713) 860-2656 (Fax) (Office)	
Terry Lincecum Director - Central Area Trucking Operations	(318) 242-5227 (Office) (318) 827-5130 (Home) (318) 613-4416 *(Mobile)	
Mike Moore Vice President and General Manager of Pipelines and Transportation	(713) 860-2760 (Office) (281) 399-4509 (Home) (832) 250-0348 *(Mobile)	

FIGURE 3.4-2 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

\*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
<b>Initial</b>		
National Response Center	(800) 424-8802* (202) 267-2180 (202) 267-1322 (fax)	
<b>Recommended</b>		
<b>Federal Agencies</b>		
U.S. Environmental Protection Agency, Region VI	(214) 655-2270 (214) 655-2222 emergency (214) 665-6444	
<b>State Agencies</b>		
Louisiana Department of Environmental Quality	(318) 362-5439 (Monroe) (225) 342-1234* (Baton Rouge) (318) 322-5061 (Clay Bates) (225) 765-0634 (8 am - 4:30 pm)	
Louisiana Dept. of Public Safety (DPS)	(504) 925-6595	
Louisiana Office of State Police - Hazardous Substances Emergency Reporting	(225) 925-6595	
Louisiana Oil Spill Coordinators Office (LOSCO)	(225) 219-5800	
<b>Local Agencies</b>		
Local Emergency Planning Committee (LEPC)	(318) 425-5351	
<b>USCG CLASSIFIED OSRO</b>		
Oil Mop LLC	(800) 645-6671* (504) 394-6110	
U. S. Environmental Services	(504) 279-9930	

### 3.5 SPILL MANAGEMENT TEAM

The Incident Command System (ICS) will be used by the Company SMT for spill response. The SMT organization chart is provided in **FIGURE 3.5-1**. The organization can be expanded or contracted as necessary. If an OSRO or other contractor is used to staff ICS positions for the Spill Management Team, the commitment will be specified in writing.

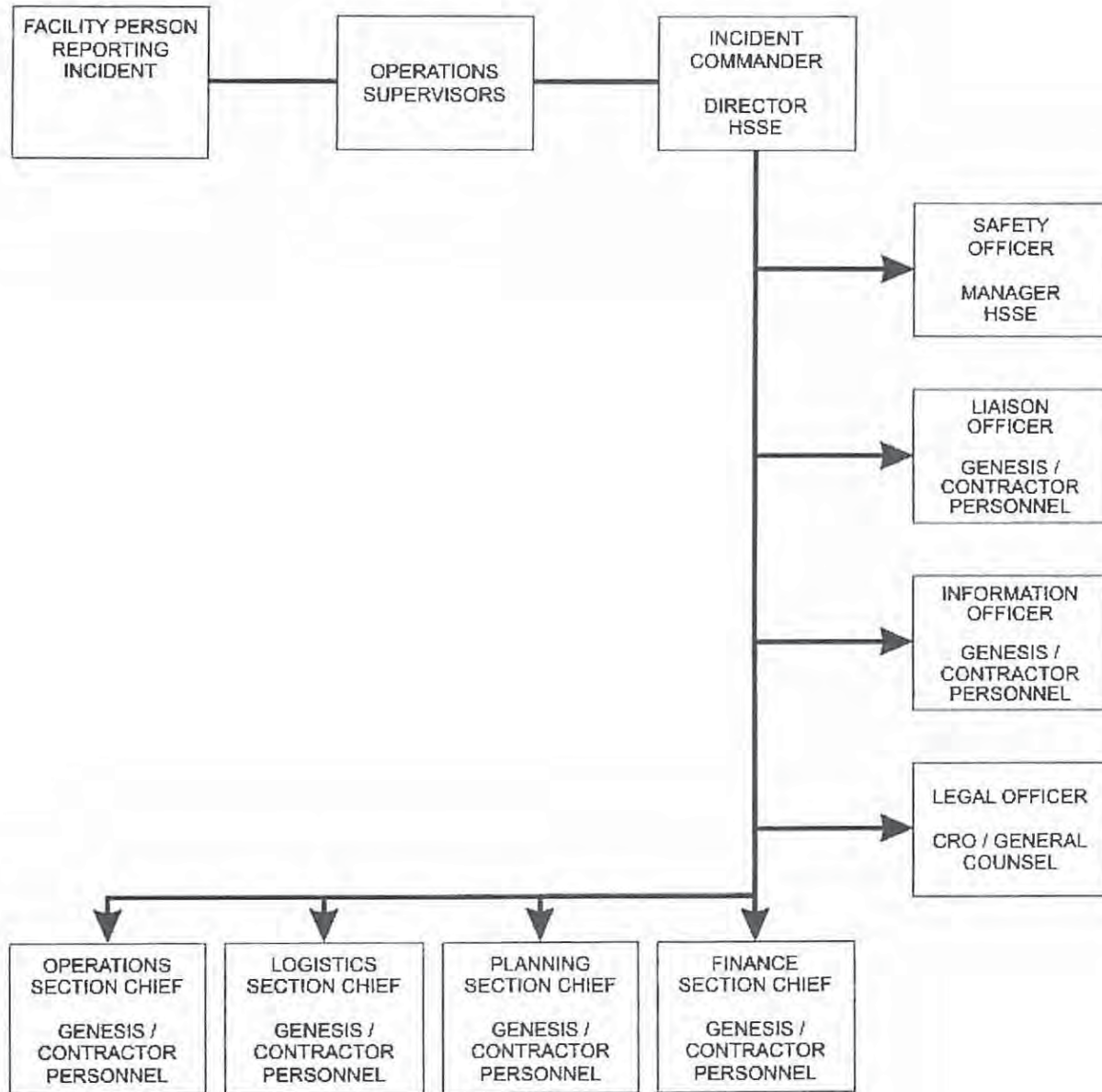
The Unified Command System (UCS) is the accepted method of organizing key spill management entities within the Incident Command System. The primary entities include:

- Federal On-Scene Coordinator (FOSC)
- State On-Scene Coordinator (SOSC)
- Company Incident Commander

These three people share decision-making authority within the Incident Command System and are each responsible for coordinating other federal, state, and Company personnel to form an effective integrated Spill Management Team.

FIGURE 3.5-1 - SPILL MANAGEMENT TEAM (SMT) ORGANIZATION CHART

(Click here for larger view)





### 3.6 RESPONSE RESOURCES

The following response resources listed in **FIGURE 3.6-1** may be called upon to provide equipment, materials, and supplies that may be required to remove the maximum oil discharge anticipated from this Facility. Contact information for Contractor Response Resources are located in **FIGURE 3.4-2**. Contracts for the companies that may provide response resources are located at the Corporate Office.

**FIGURE 3.6-1 - COMPANY AND CONTRACTOR RESPONSE RESOURCES**

\* USCG Classified OSRO for Facility

COMPANY/CONTRACTOR	EQUIPMENT
*Oil Mop LLC 131 Keating Drive Belle Chasse LA 70037 Term of contract: To	Full Response Capability
*U. S. Environmental Services One Canal Place, Canal Street; Suite 2500 New Orleans LA 70130 Term of contract: To	Full Response Capability

**Oil Mop LLC, Belle Chasse,LA**

**U. S. Environmental Services, New Orleans,LA**

## MASTER SERVICE AGREEMENT

THIS AGREEMENT made February 13, 2006 between OMI (Oil Mop, LLC) hereinafter called ("CONTRACTOR"), and Genesis Crude Oil, L.P., Genesis Pipeline Texas, L.P, Genesis Pipeline USA, L.P., Genesis CO2 Pipeline, L.P., and Genesis Natural Gas Pipeline, L.P., by and through its general partner, GENESIS ENERGY, INC., hereinafter collectively called ("GENESIS"), covers all services and work ("Services") to be performed by CONTRACTOR for or on behalf of GENESIS.

- 1. Contract Document.** This contract shall control and govern all Services to be provided by CONTRACTOR and shall define the rights and obligations of GENESIS and CONTRACTOR with regard to the matters covered hereby, to the exclusion of verbal or written work orders, purchase orders, bids or any other writings not specifically referring to this agreement and signed by each of the parties. This contract supersedes any agreement concerning work or services previously entered into between GENESIS and CONTRACTOR.
- 2. Time and Manner.** GENESIS may from time to time by verbal or written notice request CONTRACTOR to perform Services. CONTRACTOR shall promptly advise GENESIS whether or not it is willing to perform the requested Services. If CONTRACTOR agrees to perform such Services, it shall promptly commence after the same is ordered and shall render such services with due diligence until completion in a good and workmanlike manner in accordance with standard industry practice and to GENESIS' satisfaction.
- 3. Items Supplies; Liens.** Except for any items and facilities furnished by GENESIS, CONTRACTOR shall furnish all labor, services, equipment, appliances, tools, facilities and materials necessary for the complete performance of the Services to be done hereunder.
- 4. Contract Price; Billing.** GENESIS shall pay CONTRACTOR for the Services in accordance with schedules of rates and prices or lump sum amount as agreed upon between GENESIS and CONTRACTOR. Prices or rates shall not be increased without prior written approval from GENESIS. GENESIS shall pay CONTRACTOR within 30 days of receipt of the invoice subject to 10% retention of invoice amount. Payment of the retainage will be made upon GENESIS receipt of CONTRACTOR'S affidavit of completion including lien releases from Sub-Contractors and suppliers.
- 5. Inspection.** GENESIS and its representatives shall have the right to witness all Services being performed hereunder.
- 6. Examination of Premises, etc.** Prior to the commencement of Services, CONTRACTOR will make sufficient examination and tests of the premises and facilities at which the Services are to be undertaken to determine the difficulties and hazards incident to rendering Services and to satisfy itself as to the procedures to be followed, the adequacy of available safety equipment and other requirements necessary or appropriate to the performance of the Services.
- 7. Compliance with Laws.** CONTRACTOR will obtain all necessary permits and licenses and will comply with applicable government laws, rules, regulations, executive orders, priorities, ordinances and restrictions now or hereafter in force (including, but not limited to Federal and State labor, health and safety and nondiscrimination laws, regulations and executive orders) in rendering Services. CONTRACTOR will furnish GENESIS any documentation required to evidence such compliance and will file with governmental agencies any reports required to be filed by CONTRACTOR.

8. **Insurance.** During the performance of the Services hereunder, CONTRACTOR shall take out, carry and maintain, an insurance company or companies approved by GENESIS, and in policies of insurance acceptable to GENESIS, the following insurance sufficient to address the liabilities that may be generated by the Services. All liability policies shall be on an occurrence basis with limits not less than those shown below:

(a) **Workmen's Compensation and Occupational Disease Insurance.** Workmen's Compensation and Occupational Disease Insurance, including coverage under the Longshoremen and Harbor Workers' Compensation Act and the Jones Act (if applicable) and Employer's Liability Insurance with limits complying with the laws of the State in which such Services are to be rendered.

(b) **Comprehensive General liability Insurance.** Comprehensive General Liability Insurance, including Premises, Operations, Explosion, Collapse and Underground Damage, Contractual Liability, (including this contract with Basis), Independent Contractor. Policy limits not less than \$2,000,000 in the aggregate, and \$1,000,000 combined single limit personal injury each occurrence and \$1,000,000 property damage each occurrence.

(c) **Automobile Liability Insurance.** Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles owned, hired or used while rendering Services with limits not less than \$1,000,000, combined single limit personal injury and property damage each occurrence.

(d) **Excess Liability.** Excess Liability Insurance with a limit of at least \$4,000,000 per occurrence, including but not limited to (i) Excess Employers Liability Insurance, (ii) Commercial General Liability Insurance and (iii) Automobile Liability Insurance.

CONTRACTOR hereby waives rights of subrogation against GENESIS and all insurance policies mentioned above shall contain a waiver of subrogation in favor of GENESIS. Before commencing Services, CONTRACTOR shall furnish GENESIS for its approval and retention, at GENESIS' option, either Certificates of Insurance naming "GENESIS CRUDE OIL, L.P., GENESIS PIPELINE TEXAS, L.P., GENESIS PIPELINE USA, L.P., GENESIS CO2 PIPELINE, L.P., GENESIS NATURAL GAS PIPELINE, L.P., AND GENESIS ENERGY, INC." (hereinafter the "GENESIS ENTITIES") as the certificate holder or certified (by the insurer to the GENESIS ENTITIES) copies of the policies which will provide that in the event of any material changes in or cancellation of the insurance thirty days advance written notice shall be given to GENESIS.

9. **INDEMNITY.** (a) **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GENESIS AND ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES AND ANY AFFILIATED OR RELATED COMPANIES, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, LIABILITIES, INTEREST, ATTORNEY'S FEES, COSTS AND EXPENSES OF WHATSOEVER KIND OF NATURE WHETHER ARISING BEFORE OR AFTER COMPLETION OF THE SERVICES HEREUNDER REGARDLESS OF WHETHER SUCH IS TO CONTRACTOR OR ANY OTHER PERSON OR ENTITY, AND IN ANY MANNER DIRECTLY OR INDIRECTLY CAUSED OR OCCASIONED BY REASON OF ANY NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OF CONTRACTOR, OR OF ANYONE ACTING UNDER ITS DIRECTION, CONTROL, OR ON ITS BEHALF IN CONNECTION WITH OR INCIDENT TO THE SERVICES PERFORMED UNDER THIS CONTRACT.**

**NOTWITHSTANDING ANY OF THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED HEREUNDER TO HOLD HARMLESS OR INDEMNIFY GENESIS FOR LOSS, COST OR EXPENSE OF INCIDENT OR ACCIDENT ARISING OUT OF THE WORK AND**

**PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OF GENESIS OR ITS EMPLOYEES.**

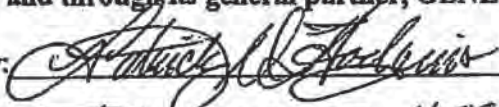
Nothing herein shall prohibit GENESIS from filing suit or obtaining a judgment against CONTRACTOR for such claim, loss, injury or damage if such is necessary in order to collect or receive payment under any such insurance carried by CONTRACTOR.


10. **Safety.** CONTRACTOR shall maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. Where Services are rendered on GENESIS'S premises, all of GENESIS'S safety rules shall be strictly observed and smoking shall be limited to such locations and occasions as are specifically authorized by GENESIS.
11. **Termination.** GENESIS may, at its absolute discretion, direct the Services to be halted at any time, but where CONTRACTOR is not in default hereunder, GENESIS shall pay CONTRACTOR for all work done, in accordance with the approved price schedule.
12. **Independent Contractor.** In the performance of all Services, CONTRACTOR is an independent contractor, with sole right to supervise, manage, control and direct the performance of the details. GENESIS is interested only in the results to be obtained, but the Services must meet with the approval of GENESIS, whose representatives shall be entitled to make such inspections of the Services and of CONTRACTOR's records relating thereto as may be necessary to assure such results and compliance with the provisions hereof.
13. **Non-Assignability and Encumbrances.** This Contract or any rights or interests or amounts which may be due hereunder shall not be transferred, assigned, sublet, pledged or encumbered without the advance written approval of GENESIS to be withheld or denied in its sole discretion. Any subcontracting permitted hereby shall not relieve CONTRACTOR of primary responsibility for any Services performed thereunder or hereunder. Any assignments, pledges, encumbrances, factoring agreements, security interests or mortgages in violation hereof shall in all respects be and remain subject to any and all claims, defenses, set offs or rights or remedies of GENESIS.
14. **Interpretation and Integration.** This Contract together with the bid documents and Exhibits which are attached hereto and incorporated herein by this reference, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Contract shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.
15. **Force Majeure.** Neither party shall be considered in default in performance of its obligation under the Contract if delayed by Force Majeure (as herein defined). Force Majeure as used herein shall mean hostilities, restraint of rulers or people, revolution, civil commotion, strike epidemic, fire, flood, windstorm, explosion, embargo, or any law, proclamation, regulation, or ordinance of any Government, or any cause, whether of the same or different nature existing or future, which is beyond the reasonable control of the parties hereto. It will be the sole responsibility of the party so affected by Force Majeure to take all reasonable steps necessary to eliminate the cause of any delay but not to the extent of assenting to unreasonable demands of any third party. Nothing herein contained shall alter or vary Genesis's right to terminate this Contract as hereinabove provided.

16. **Confidential Information.** In the performance of the Services, CONTRACTOR may be exposed to confidential information of GENESIS and others. CONTRACTOR shall not disclose to anyone not employed by GENESIS nor use, except on behalf of GENESIS, any such confidential information acquired by it in the performance of the Services except as authorized by GENESIS in writing, and regardless of the term of this Contract, CONTRACTOR shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of GENESIS'S (including its parent and its affiliates) business and information concerning the Services (either directly or indirectly disclosed to it or developed by it in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public without restriction CONTRACTOR also agrees that it will not disclose to GENESIS, any information it holds subject to an obligation of confidence to any third persons.
17. **Conflict of Interest and Ethics.** CONTRACTOR, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of GENESIS or its affiliates.

Executed this 1<sup>ST</sup> day of MARCH, 2000

**GENESIS CRUDE OIL, L.P., GENESIS PIPELINE TEXAS, L.P., GENESIS PIPELINE USA, L.P., GENESIS CO2 PIPELINE, L.P. AND GENESIS NATURAL GAS PIPELINE, L.P.**  
by and through its general partner, **GENESIS ENERGY, INC.**

By:   
Title: DIRECTOR OF HSSE

**CONTRACTOR**  
By:   
Title: PRESIDENT

## MASTER SERVICE AGREEMENT

THIS AGREEMENT made June 1, 2007 between United States Environmental Services called ("CONTRACTOR"), and Genesis Crude Oil, L.P., Genesis Pipeline Texas, L.P, Genesis Pipeline USA, L.P., Genesis CO2 Pipeline, L.P., and Genesis Natural Gas Pipeline, L.P., by and through its general partner, GENESIS ENERGY, INC., hereinafter collectively called ("GENESIS"), covers all services and work ("Services") to be performed by CONTRACTOR for or on behalf of GENESIS.

1. **Contract Document.** This contract shall control and govern all Services to be provided by CONTRACTOR and shall define the rights and obligations of GENESIS and CONTRACTOR with regard to the matters covered hereby, to the exclusion of verbal or written work orders, purchase orders, bids or any other writings not specifically referring to this agreement and signed by each of the parties. This contract supersedes any agreement concerning work or services previously entered into between GENESIS and CONTRACTOR.
2. **Time and Manner.** GENESIS may from time to time by verbal or written notice request CONTRACTOR to perform Services. CONTRACTOR shall promptly advise GENESIS whether or not it is willing to perform the requested Services. If CONTRACTOR agrees to perform such Services, it shall promptly commence after the same is ordered and shall render such services with due diligence until completion in a good and workmanlike manner in accordance with standard industry practice and to GENESIS' satisfaction.
3. **Items Supplies; Liens.** Except for any items and facilities furnished by GENESIS, CONTRACTOR shall furnish all labor, services, equipment, appliances, tools, facilities and materials necessary for the complete performance of the Services to be done hereunder.
4. **Contract Price; Billing.** GENESIS shall pay CONTRACTOR for the Services in accordance with schedules of rates and prices or lump sum amount as agreed upon between GENESIS and CONTRACTOR. Prices or rates shall not be increased without prior written approval from GENESIS. GENESIS shall pay CONTRACTOR within 30 days of receipt of the invoice subject to 10% retention of invoice amount. Payment of the retainage will be made upon GENESIS receipt of CONTRACTOR'S affidavit of completion including lien releases from Sub-Contractors and suppliers.
5. **Inspection.** GENESIS and its representatives shall have the right to witness all Services being performed hereunder.
6. **Examination of Premises, etc.** Prior to the commencement of Services, CONTRACTOR will make sufficient examination and tests of the premises and facilities at which the Services are to be undertaken to determine the difficulties and hazards incident to rendering Services and to satisfy itself as to the procedures to be followed, the adequacy of available safety equipment and other requirements necessary or appropriate to the performance of the Services.
7. **Compliance with Laws.** CONTRACTOR will obtain all necessary permits and licenses and will comply with applicable government laws, rules, regulations, executive orders, priorities, ordinances and restrictions now or hereafter in force (including, but not limited to Federal and State labor, health and safety and nondiscrimination laws, regulations and executive orders) in rendering Services. CONTRACTOR will furnish GENESIS any documentation required to evidence such compliance and will file with governmental agencies any reports required to be filed by CONTRACTOR.

8. **Insurance.** During the performance of the Services hereunder, CONTRACTOR shall take out, carry and maintain, an insurance company or companies approved by GENESIS, and in policies of insurance acceptable to GENESIS, the following insurance sufficient to address the liabilities that may be generated by the Services. All liability policies shall be on an occurrence basis with limits not less than those shown below:

(a) **Workmen's Compensation and Occupational Disease Insurance.** Workmen's Compensation and Occupational Disease Insurance, including coverage under the Longshoremen and Harbor Workers' Compensation Act and the Jones Act (if applicable) and Employer's Liability Insurance with limits complying with the laws of the State in which such Services are to be rendered.

(b) **Comprehensive General liability Insurance.** Comprehensive General Liability Insurance, including Premises, Operations, Explosion, Collapse and Underground Damage, Contractual Liability, (including this contract with Genesis), Independent Contractor. Policy limits not less than \$2,000,000 in the aggregate, and \$1,000,000 combined single limit personal injury each occurrence and \$1,000,000 property damage each occurrence.

(c) **Automobile Liability Insurance.** Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles owned, hired or used while rendering Services with limits not less than \$1,000,000, combined single limit personal injury and property damage each occurrence.

(d) **Excess Liability.** Excess Liability Insurance with a limit of at least \$4,000,000 per occurrence, including but not limited to (i) Excess Employers Liability Insurance, (ii) Commercial General Liability Insurance and (iii) Automobile Liability Insurance.

CONTRACTOR hereby waives rights of subrogation against GENESIS and all insurance policies mentioned above shall contain a waiver of subrogation in favor of GENESIS. Before commencing Services, CONTRACTOR shall furnish GENESIS for its approval and retention, at GENESIS' option, either Certificates of Insurance naming "GENESIS CRUDE OIL, L.P., GENESIS PIPELINE TEXAS, L.P., GENESIS PIPELINE USA, L.P., GENESIS CO2 PIPELINE, L.P., GENESIS NATURAL GAS PIPELINE, L.P., AND GENESIS ENERGY, INC." (hereinafter the "GENESIS ENTITIES") as the certificate holder or certified (by the insurer to the GENESIS ENTITIES) copies of the policies which will provide that in the event of any material changes in or cancellation of the insurance thirty days advance written notice shall be given to GENESIS.

9. **INDEMNITY.** (a) **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GENESIS AND ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES AND ANY AFFILIATED OR RELATED COMPANIES, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, LIABILITIES, INTEREST, ATTORNEY'S FEES, COSTS AND EXPENSES OF WHATSOEVER KIND OF NATURE WHETHER ARISING BEFORE OR AFTER COMPLETION OF THE SERVICES HEREUNDER REGARDLESS OF WHETHER SUCH IS TO CONTRACTOR OR ANY OTHER PERSON OR ENTITY, AND IN ANY MANNER DIRECTLY OR INDIRECTLY CAUSED OR OCCASIONED BY REASON OF ANY NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OF CONTRACTOR, OR OF ANYONE**

**ACTING UNDER ITS DIRECTION, CONTROL, OR ON ITS BEHALF IN CONNECTION WITH OR INCIDENT TO THE SERVICES PERFORMED UNDER THIS CONTRACT.**

**NOTWITHSTANDING ANY OF THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED HEREUNDER TO HOLD HARMLESS OR INDEMNIFY GENESIS FOR LOSS, COST OR EXPENSE OF INCIDENT OR ACCIDENT ARISING OUT OF THE WORK AND PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OF GENESIS OR ITS EMPLOYEES.**

Nothing herein shall prohibit GENESIS from filing suit or obtaining a judgment against CONTRACTOR for such claim, loss, injury or damage if such is necessary in order to collect or receive payment under any such insurance carried by CONTRACTOR.

10. **Safety.** CONTRACTOR shall maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. Where Services are rendered on GENESIS'S premises, all of GENESIS'S safety rules shall be strictly observed and smoking shall be limited to such locations and occasions as are specifically authorized by GENESIS.
11. **Termination.** GENESIS may, at its absolute discretion, direct the Services to be halted at any time, but where CONTRACTOR is not in default hereunder, GENESIS shall pay CONTRACTOR for all work done, in accordance with the approved price schedule.
12. **Independent Contractor.** In the performance of all Services, CONTRACTOR is an independent contractor, with sole right to supervise, manage, control and direct the performance of the details. GENESIS is interested only in the results to be obtained, but the Services must meet with the approval of GENESIS, whose representatives shall be entitled to make such inspections of the Services and of CONTRACTOR's records relating thereto as may be necessary to assure such results and compliance with the provisions hereof.
13. **Non-Assignability and Encumbrances.** This Contract or any rights or interests or amounts which may be due hereunder shall not be transferred, assigned, sublet, pledged or encumbered without the advance written approval of GENESIS to be withheld or denied in its sole discretion. Any subcontracting permitted hereby shall not relieve CONTRACTOR of primary responsibility for any Services performed thereunder or hereunder. Any assignments, pledges, encumbrances, factoring agreements, security interests or mortgages in violation hereof shall in all respects be and remain subject to any and all claims, defenses, set offs or rights or remedies of GENESIS.
14. **Interpretation and Integration.** This Contract together with the bid documents and Exhibits which are attached hereto and incorporated herein by this reference, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Contract shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.
15. **Force Majeure.** Neither party shall be considered in default in performance of its obligation under the Contract if delayed by Force Majeure (as herein defined). Force Majeure as used herein shall mean




hostilities, restraint of rulers or people, revolution, civil commotion, strike epidemic, fire, flood, windstorm, explosion, embargo, or any law, proclamation, regulation, or ordinance of any Government, or any cause, whether of the same or different nature existing or future, which is beyond the reasonable control of the parties hereto. It will be the sole responsibility of the party so affected by Force Majeure to take all reasonable steps necessary to eliminate the cause of any delay but not to the extent of assenting to unreasonable demands of any third party. Nothing herein contained shall alter or vary Genesis's right to terminate this Contract as hereinabove provided.

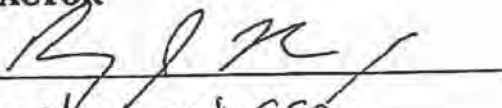
16. **Confidential Information.** In the performance of the Services, CONTRACTOR may be exposed to confidential information of GENESIS and others. CONTRACTOR shall not disclose to anyone not employed by GENESIS nor use, except on behalf of GENESIS, any such confidential information acquired by it in the performance of the Services except as authorized by GENESIS in writing, and regardless of the term of this Contract, CONTRACTOR shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of GENESIS'S (including its parent and its affiliates) business and information concerning the Services (either directly or indirectly disclosed to it or developed by it in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public without restriction CONTRACTOR also agrees that it will not disclose to GENESIS, any information it holds subject to an obligation of confidence to any third persons.
17. **Conflict of Interest and Ethics.** CONTRACTOR, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of GENESIS or its affiliates.

Executed this 13<sup>th</sup> day of June, 2007

**GENESIS CRUDE OIL, L.P., GENESIS PIPELINE TEXAS, L.P., GENESIS PIPELINE USA, L.P.,  
GENESIS CO2 PIPELINE, L.P. AND GENESIS NATURAL GAS PIPELINE, L.P.  
by and through its general partner, GENESIS ENERGY, INC.**

By:   
Title: DIRECTOR of HSSE

**CONTRACTOR**

By:   
Title: President and CEO



**Fillmore Truck Station, LA  
SPILL PREVENTION CONTROL AND  
COUNTERMEASURE PLAN**

Developed by:



9720 Cypresswood Drive #340 • Houston, Texas 77070 USA • Tel: 281-955-9600 • Fax: 281-955-0369 • [Info@trpcorp.com](mailto:Info@trpcorp.com) • [www.trpcorp.com](http://www.trpcorp.com)

### 3.7 COMMAND POST

In the event of a major spill or other emergency, both a Company off-site SMT Command Center and a Command Post (located close to but at a safe distance back from the incident scene) may be established. For a minor emergency, only a Command Post may be established. Refer to **FIGURE 3.7-1** for guidelines in establishing a Command Post.

**FIGURE 3.7-1 - COMMAND POST CHECKLIST**

COMMAND POST CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Ensure adequate space for size of staff.			
Ensure 24-hour accessibility.			
Ensure personal hygiene facilities.			
Ensure suitability of existing communications resources (phone/fax/radio).			
Ensure suitability of private conference and briefing rooms.			
Identify Command Post security requirements, safe location.			
Notify other parties of Command Post location; provide maps/driving directions.			
Determine staging areas and incident base locations.			
Identify future need to move, upgrade facilities.			

### 3.8 COMMUNICATIONS

The Communications Plan, written at the time of an incident, will identify telephone numbers and radio frequencies used by responders. This may also involve activation of multiple types of communications equipment and coordination among multiple responding agencies and contractors.

**FIGURE 3.8-1 - COMMUNICATIONS CHECKLIST**

COMMUNICATIONS CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Develop a Communications Plan.			
Ensure adequate phone lines per staff element - contact local provider.			
Ensure adequate fax lines - contact local provider.			
Evaluate need for internet access.			
Ensure recharging stations for cellular phones.			
VHF radio communications: <ul style="list-style-type: none"> <li>● Establish frequencies.</li> <li>● Assign call signs.</li> <li>● Distribute radios.</li> <li>● Establish communications schedule.</li> </ul>			
Ensure recharging stations for VHF radios.			
Determine need for VHF repeaters.			
Ensure copy machine available.			
Ensure communications resource accountability.			
Ensure responders have capability to communicate with aircraft.			

Note: Actions on this checklist may not be applicable or may be continuous activities.

### 3.9 WASTE MANAGEMENT

Initial oil handling and disposal needs may be overlooked in the emergency phase of a response, which could result in delays and interruptions of cleanup operations. Initially, waste management concerns should address:

- Equipment capacity
- Periodic recovery of contained oil
- Adequate supply of temporary storage capacity and materials

A general flow chart for waste management guidelines, a checklist for containment and disposal, and temporary storage methods are provided below.

**FIGURE 3.9-1 - WASTE MANAGEMENT FLOW CHART**

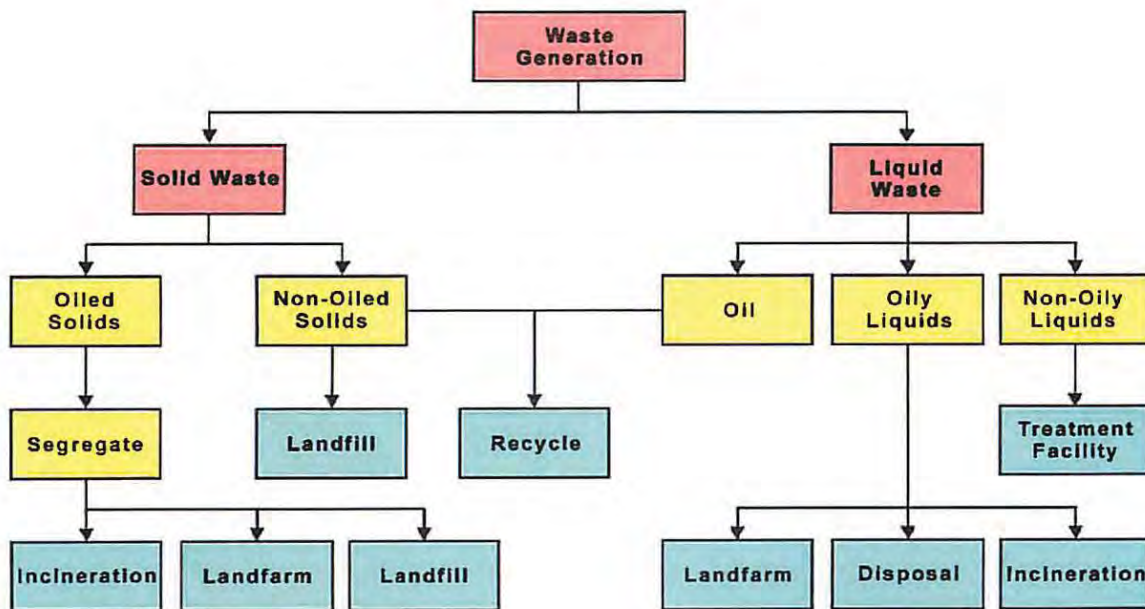


FIGURE 3.9-2 - TEMPORARY STORAGE METHODS

CONTAINMENT	PRODUCT						CAPACITY
	OIL	OIL/WATER	OIL/SOIL	OIL/DEBRIS (Small)	OIL/DEBRIS (Medium)	OIL/DEBRIS (Large)	
Drums	X	X	X				0.2-0.5 yd <sup>3</sup>
Bags		X	X	X			1.0-2.0 yd <sup>3</sup>
Boxes			X	X			1-5 yd <sup>3</sup>
Open top rolloff	X	X	X	X	X	X	8-40 yd <sup>3</sup>
Roll top rolloff	X	X	X	X	X	X	15-25 yd <sup>3</sup>
Vacuum box	X	X					15-25 yd <sup>3</sup>
Frac tank	X	X					500-20,000 gal
Poly tank	X	X					200-4,000 gal
Vacuum truck	X	X	X				2,000-5,000 gal
Tank trailer	X	X					2,000-4,000 gal
Barge	X	X					3,000+ gal
Berm, 4 ft		X	X	X	X	X	1 yd <sup>3</sup>
Bladders	X	X					25 gal-1,500 gal

4.1 LOGS

FIGURE 4.1-1 - DISCHARGE PREVENTION MEETING LOG

Spill Prevention Briefings

- Company personnel are kept knowledgeable of equipment, safety factors and operating conditions.
- Annual training sessions are conducted by the Facility Manager to assure oil handling personnel understand the SPCC plan for the facility. These documented sessions also keep personnel informed of their obligation to prevent pollution incidents and to improve spill control and response techniques.

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBJECT/ISSUE IDENTIFIED: \_\_\_\_\_

IMPLEMENTATION DATE: \_\_\_\_\_

SESSION LEADER: \_\_\_\_\_

ATTENDEES	

Note: Refer to the Training/ Tracking Database for records or field office for sign-in sheets.

**FIGURE 4.1-2 - INSPECTION PROCEDURES**

Location:	_____	Date & Time:	_____
Tank No.:	_____	Liquid Level:	_____
Capacity:	_____	Temp:	_____
Diameter:	_____	Height:	_____
Inspector Name:	_____		

A. ROUTINE VISUAL INSPECTION	REVIEWED			Corrective action needed, Remarks
	Y	N	N/A	
<b>Drainage/Containment:</b>				
Any noticeable oil sheen on runoff.				
Containment wall intact and not eroding.				
Containment area drainage valves are closed and locked.				
Oil/water separator systems working properly.				
A. ROUTINE VISUAL INSPECTION	REVIEWED			Corrective action needed, Remarks
	Y	N	N/A	
Effluent from oil/water separator inspected.				
No standing water in containment area.				
Debris				
Vegetation growth controlled.				
Localized dead vegetation?				
<b>Aboveground Storage Tanks (ASTs):</b>				
Note general appearance of paint, roof, ladder, etc.				
Tank surfaces checked for signs of leakage (i.e., drip marks).				
Weather stripping or flashing tight against shell?				
Is there any weather stripping or flashing missing? Repairs?				
Tank condition good (no rusting, corrosion, pitting).				
Bolts, rivets or seams are not damaged.				
Tank foundation intact.				
Level guages and alarms working properly.				
Vents are not obstructed.				
Valves, flanges and gaskets are free from leaks and in place.				
Ladder appear to roll easily or need repairs?				
Roof free of oil and water.				
Ground and/or anode straps in place?				
High Level alarms functioning properly? Tested?				
Remote and side gauges working?				
<b>Pipelines:</b>				
No signs of corrosion damage to pipelines or supports.				
Buried pipelines are not exposed.				
Out-of-service pipes capped.				



FIGURE 4.1-2 - INSPECTION PROCEDURES, CONTINUED

Signs/barriers to protect pipelines from vehicles are in place.				
No leaks at valves, flanged, or other fittings.				
<b>Truck Loading/Unloading Area:</b>				
No standing water in rack area.				
Warning signs posted.				
<b>A. ROUTINE VISUAL INSPECTION</b>	<b>REVIEWED</b>			<b>Corrective action needed, Remarks</b>
	<b>Y</b>	<b>N</b>	<b>N/A</b>	
No leaks in hoses.				
Drip pans not overflowing.				
Catch basins free of contamination.				
Containment curbing or trenches intact.				
Connections are capped or blank-flanged.				
<b>Security:</b>				
Fence and gates intact.				
Gates have locks.				
ASTs locked when not in use.				
Starter controls for pumps locked when not in use.				
Lighting is working properly.				
<b>Training:</b>				
Spill prevention briefing held.				
Training records are in order.				
<b>Facility:</b>				
Fire extinguishers charged and in operable condition.				
Safety signs, equipment, stairways, electrical in good condition.				
Oil spill clean-up material on hand during loading / unloading.				
<b>Other:</b>				

REMARKS/COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Note:** These documents must be retained for five (5) years.

**Inspector Signature:** \_\_\_\_\_

**District Manager Signature:** \_\_\_\_\_

**FIGURE 4.1-3 - SECONDARY CONTAINMENT DRAINAGE LOG**

**Dike Drainage or Storm Water Discharge**

Location: \_\_\_\_\_ Date & Time: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

MONTH	OUTFALL	TIME START	TIME STOP	OIL REMOVED	EST. RELEASED	VALVES OPENED	VALVES CLOSED	INITIALS

VERIFY	Y	N	N/A	CORRECTIVE ACTION / REMARKS
1. Water checked for contamination?				
Any found?				
Oil removed?				
If Yes, explain what was done to clean it up.				
2. Water sample taken?				
3. Results Received?				
4. Time Dike Valve Opened				
5. Time Drain Checked				
6. Check #2				
7. Check #3				
8. Time Drain Closed				
9. Estimated amount released				
COMMENTS:				

Note: This document must be retained for five (5) years.

Inspector Signature: \_\_\_\_\_

District Manager Signature: \_\_\_\_\_

FIGURE 4.1-4 - REPORTABLE SPILL HISTORY\*

<b>Date of Discharge(s):</b>	
<b>List of Discharge Causes:</b>	Currently, there have been no spills at this Facility.
<b>Material(s) Discharged:</b>	
<b>Amount of Discharge in Gallons:</b>	()
<b>Amount That Reached Navigable Waters (if applicable):</b>	()
<b>Effectiveness and Capacity of Secondary Containment:</b>	
<b>Cleanup Actions Taken:</b>	
<b>Steps Taken to Reduce Possibility of Reoccurrence:</b>	
<b>Total Oil Storage Capacity of Tank(s) or Impoundment(s) From Which Material Discharged:</b>	()
<b>Enforcement Actions:</b>	
<b>Effectiveness of Monitoring Equipment:</b>	
<b>Spill Detection:</b>	

\*Reportable spill, as defined in 40 CFR Part 110, is a discharge of oil that violates applicable water quality standards or a discharge into or upon the navigable waters of the United States or adjoining shorelines in harmful quantities.

## 5.1 CROSS REFERENCES

FIGURE 5.1-1 - EPA / SPCC CROSS-REFERENCE

EPA SPCC REQUIREMENTS (40 CFR 112)	LOCATION
<b>112.7 General requirements for Spill Prevention, Control, and Countermeasure Plans</b>	
<b>a. General requirements</b>	
1. Include a discussion of your facility's conformance with the requirements listed in this part	Figure 2.1-1
3. Describe in your Plan the physical layout of the facility and include a facility diagram	Figure 2.1-1, Figure 2.1-3
i. The type of oil in each container and its storage capacity	Figure 2.1-2
ii. Discharge prevention measures	Figure 2.1-1
iii. Discharge or drainage controls	Figure 2.1-1
iv. Countermeasures for discharge	Figure 2.1-1
v. Methods of disposal	Section 3.9
vi. Contact list and phone numbers	Figure 3.9-2
4. Unless you have submitted a response plan, provide information and procedures to report a discharge	Figure 1.1-5 , Figure 3.9-2
5. Unless you have submitted a response plan, describe procedures you will use when a discharge occurs	Figure 1.1-5 , Figure 3.1-1, Figure 3.9-2
<b>b. Prediction of the direction, rate of flow, and total quantity of oil which could be discharged from the facility as a result of each type of major equipment failure</b>	Figure 2.1-2 , Figure 2.1-3
<b>c. Provide appropriate containment</b>	Figure 2.1-2
<b>d. If you determine that the installation of any of the structures or pieces of equipment is not practicable, you must clearly explain in your Plan why such measures are not practicable; for bulk storage containers, conduct both periodic integrity testing of the containers and periodic integrity and leak testing of the valves and piping; and, unless you have submitted a response plan under § 112.20, provide in your Plan the following:</b>	
1. An oil spill contingency plan following the provisions of part 109 of this chapter	Entire Plan
2. A written commitment of manpower, equipment, and materials	Figure 1.1-3
<b>e. Inspections, tests, and records</b>	Figure 4.1-1 , Figure 4.1-2
<b>f. Personnel, training, and discharge prevention procedures</b>	Figure 2.1-1
1. Oil-handling personnel training	Figure 2.1-1
2. Person accountable for discharge prevention	Figure 2.1-1
3. Schedule and conduct discharge prevention briefings	Figure 2.1-1

FIGURE 5.1-1 - EPA / SPCC CROSS-REFERENCE, CONTINUED

EPA SPCC REQUIREMENTS (40 CFR 112)	LOCATION
<b>112.7 General requirements for Spill Prevention, Control, and Countermeasure Plans, Continued</b>	
g. Security (excluding oil production facilities)	Figure 2.1-1
1. Facility fencing	Figure 2.1-1
2. Master flow, drain valves, and other valves remain in closed position	Figure 2.1-1
3. Lock the starter control on each oil pump in "off" position	Figure 2.1-1
4. Securely cap or blank-flange the loading/unloading connections	Figure 2.1-1
5. Provide facility lighting	Figure 2.1-1
i. Discovery of discharges occurring during hours of darkness	Figure 2.1-1
ii. Prevention of discharges occurring through acts of vandalism	Figure 2.1-1
h. Facility tank car and tank truck loading/unloading rack (excluding offshore facilities)	
1. Catchment basin, treatment facility, or quick drainage system	N/A
2. Provide vehicular disconnect warning system	N/A
3. Inspect for discharges of the lower most drain	N/A
i. Aboveground container brittle fracture evaluation	Figure 2.1-1
j. Discussion of conformance with the applicable requirements	Figure 2.1-1

FIGURE 5.1-1 - EPA / SPCC CROSS-REFERENCE, CONTINUED

EPA SPCC REQUIREMENTS (40 CFR 112)	LOCATION
<b>112.8 Spill Prevention, Control, and Countermeasure Plan requirements for onshore facilities (excluding production facilities).</b>	
a. Meet the general requirements for the Plan listed under §112.8, and the specific discharge prevention and containment procedures listed in this section.	Figure 2.1-1
b. Facility drainage	
1. Restrain drainage from diked storage areas except where facility systems are designed to control such discharge	Figure 2.1-1
2. Use valves of manual, open-and-closed design, for the drainage of diked areas	Figure 2.1-1
3. Design facility drainage systems from undiked areas with a potential for a discharge to flow into ponds, lagoons, or catchment basins designed to retain oil or return it to the facility	Figure 2.1-1
4. Equip the final discharge of all ditches inside the facility with a diversion system that would, in the event of an uncontrolled discharge, retain oil in the facility	Figure 2.1-1
5. Where drainage waters are treated in more than one treatment unit and such treatment is continuous, and pump transfer is needed, provide two "lift" pumps and permanently install at least one of the pumps	Figure 2.1-1
c. Bulk storage containers	
1. Not use a container for the storage of oil unless its material and construction are compatible with the material stored and the conditions of storage such as pressure and temperature	Figure 2.1-1
2. Provide a secondary means of containment for the entire capacity of the largest single container and sufficient freeboard to contain precipitation	Figure 2.1-1
3. Not allow drainage of uncontaminated rainwater from the diked area into a storm drain or discharge of an effluent into an open watercourse, lake, or pond, bypassing the facility treatment system unless you:	Figure 2.1-1
i. Normally keep the bypass valve sealed closed	Figure 2.1-1
ii. Inspect the retained rainwater to ensure that its presence will not cause a discharge as described in §112.1(b)	Figure 2.1-1
iii. Open the bypass valve and reseal it following drainage under responsible supervision; and	Figure 2.1-1
iv. Keep adequate records of such events, for example, any records required under permits issued in accordance with §§122.41(j)(2) and 122.41(m)(3) of this chapter	Figure 2.1-1

FIGURE 5.1-1 - EPA / SPCC CROSS-REFERENCE, CONTINUED

EPA SPCC REQUIREMENTS (40 CFR 112)	LOCATION
<b>112.8 Spill Prevention, Control, and Countermeasure Plan requirements for onshore facilities (excluding production facilities), Continued.</b>	
4. Protect completely buried metallic storage tanks from corrosion	Figure 2.1-1
5. Protect partially buried and bunkered tanks from corrosion	Figure 2.1-1
6. Test each aboveground container for integrity on a regular schedule	Figure 2.1-1
7. Control leakage through defective internal heating coils	Figure 2.1-1
8. Engineer or update each container installation in accordance with good engineering practice to avoid discharges. You must provide at least one of the following devices:	Figure 2.1-1
i. High liquid level alarms with an audible or visual signal	Figure 2.1-1
ii. High liquid level pump cutoff devices	Figure 2.1-1
iii. Direct audible or code signal communication between the container gauger and the pumping station	Figure 2.1-1
iv. A fast response system	Figure 2.1-1
v. Regularly test liquid level sensing devices to ensure proper operation	Figure 2.1-1
9. Observe effluent treatment facilities frequently enough to detect possible system upsets that could cause a discharge as described in §112.1(b)	N/A
10. Promptly correct visible discharges which result in a loss of oil from the container	Figure 2.1-1
11. Position or locate mobile or portable oil storage containers to prevent a discharge	Figure 2.1-1
d. Facility transfer operations, pumping, and facility process	
1. Provide protection of buried piping that is installed or replaced on or after August 16, 2002	Figure 2.1-1
2. Cap or blank-flange the terminal connection at the transfer point	Figure 2.1-1
3. Properly design pipe supports to minimize abrasion and corrosion and allow for expansion and contraction	Figure 2.1-1
4. Regularly inspect all aboveground valves, piping, and appurtenances	Figure 2.1-1
5. Warn all vehicles entering the facility to be sure that no vehicle will endanger aboveground piping or other oil transfer operations	Figure 2.1-1

FIGURE 5.1-2 - EPA / CONTINGENCY PLAN CROSS-REFERENCE

EPA CONTINGENCY PLAN REQUIREMENTS (40 CFR 109.5)	LOCATION
<b>109.5 Development and implementation criteria for State, local and regional oil removal contingency plans</b>	
a. Definition of the authorities, responsibilities and duties of all persons, organizations or agencies which are to be involved or could be involved in planning or directing oil removal operations, with particular care to clearly define the authorities, responsibilities and duties of State and local governmental agencies to avoid unnecessary duplication of contingency planning activities and to minimize the potential for conflict and confusion that could be generated in an emergency situation as a result of such duplications.	Figure 3.4-2, Section 3.5
b. Establishment of notification procedures for the purpose of early detection and timely notification of an oil discharge including:	Figure 3.1-1
1. The identification of critical water use areas to facilitate the reporting of and response to oil discharges.	Figure 3.4-2
2. A current list of names, telephone numbers and addresses of the responsible persons and alternates on call to receive notification of an oil discharge as well as the names, telephone numbers and addresses of the organizations and agencies to be notified when an oil discharge is discovered.	Figure 3.4-2
3. Provisions for access to a reliable communications system for timely notification of an oil discharge and incorporation in the communications system of the capability for interconnection with the communications systems established under related oil removal contingency plans, particularly State and National plans.	Section 3.8
4. An established, prearranged procedure for requesting assistance during a major disaster or when the situation exceeds the response capability of the State, local or regional authority.	Figure 3.1-1
c. Provisions to assure that full resource capability is known and can be committed during an oil discharge situation including:	
1. The identification and inventory of applicable equipment, materials and supplies which are available locally and regionally.	Figure 3.6-1
2. An estimate of the equipment, materials and supplies which would be required to remove the maximum oil discharge to be anticipated.	Figure 3.6-1
3. Development of agreements and arrangements in advance of an oil discharge for the acquisition of equipment, materials and supplies to be used in responding to such a discharge.	Figure 3.6-1



FIGURE 5.1-2 - EPA / CONTINGENCY PLAN CROSS-REFERENCE, CONTINUED

EPA CONTINGENCY PLAN REQUIREMENTS (40 CFR 109.5)	LOCATION
<b>109.5 Development and implementation criteria for State, local and regional oil removal contingency plans</b>	
d. Provisions for well defined and specific actions to be taken after discovery and notification of an oil discharge including:	
1. Specification of an oil discharge response operating team consisting of trained, prepared and available operating personnel.	Section 3.5
2. Predesignation of a properly qualified oil discharge response coordinator who is charged with the responsibility and delegated commensurate authority for directing and coordinating response operations and who knows how to request assistance from Federal authorities operating under existing national and regional contingency plans.	Figure 2.1-1
3. A preplanned location for an oil discharge response operations center and a reliable communications system for directing the coordinated overall response operations.	Section 3.7
4. Provisions for varying degrees of response effort depending on the severity of the oil discharge.	Section 3.5 , Section 3.6
5. Specification of the order of priority in which the various water uses are to be protected where more than one water use may be adversely affected as a result of an oil discharge and where response operations may not be adequate to protect all uses.	Figure 3.4-2
e. Specific and well defined procedures to facilitate recovery of damages and enforcement measures as provided for by State and local statutes and ordinances.	Figure 3.1-1

## 6.1 RECORD OF CHANGES

FIGURE 6.1-1 - RECORD OF CHANGES

Changes to this Plan will be documented on this page. Plan review and modifications will be initiated and coordinated by the Environmental, Health, Safety, and Training Department (EHS&T) in conjunction with the Area Supervisor/Manager of Operations.

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
6/28/2010	Plan updated to new SPCC Regulatory Requirements	
12/16/2010	SPCC   2.1 Spill Prevention   Figure 2.1-5 - Containment Calculation	
12/17/2010	SPCC   1.1 Introduction   Figure 1.1-1 - Professional Engineer Certification Upload	
7/21/2011	SPCC   3.4 Notifications   Figure 3.4-2 - Notifications   Company Personnel	
12/16/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	
12/27/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	
12/27/2011	Section 3 Figure 3.1-4, ERAP Figure 3-3	
12/28/2011	SPCC   1.1 Introduction   Figure 1.1-2 - Certification and Applicability of Substantial Harm	
12/28/2011	SPCC   1.1 Introduction   Figure 1.1-3 - Management Approval and Review	
1/20/2012	SPCC   1.1 Introduction   Figure 1.1-2 - Certification and Applicability of Substantial Harm	
1/20/2012	SPCC   1.1 Introduction   Figure 1.1-3 - Management Approval and Review	

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT  
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**FUTURE LAND USE MAP AMENDMENT  
APPLICATION**

**CHECKLIST**

1.         Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2.         Letter of request, including reason(s) for map amendment and desired future land use category
3.         Notarized Affidavit of Ownership and Authorization (form herein)
4.         Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
5.         Concurrency Determination Acknowledgement (form herein)
6.         Proof of Ownership (Copy of Warranty Deed or Tax Notice)  
- Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
7.         Street Map depicting general property location
8.         Legal Description of exact property area proposed for a future land use map amendment, including:
  - Street Address
  - Property Reference Number(s)
  - Boundary Survey
  - Total acreage requested for amendment
9.         Land Use Map Amendment Application fee
10.         Complete Data and Analysis (See applicable page herein)



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : 552696

Date Issued. : 04/05/2012

Cashier ID : LPROBINS

Application No. : PPB120400002

Project Name : SSA-2012-02

PAYMENT INFO

Table with 4 columns: Method of Payment, Reference Document, Amount Paid, Comment. Includes a row for 'Check' with amount \$1,750.00 and App ID PPB120400002.

Received From : GENESIS RAIL
Total Receipt Amount : \$1,750.00
Change Due : \$0.00

APPLICATION INFO

Table with 5 columns: Application #, Invoice #, Invoice Amt, Balance, Job Address. Includes one row for application PPB120400002.

Summary row with columns: Total Amount, Invoice Amt, Balance, and a note: Balance Due on this/these Application(s) as of 4/5/2012.

## Comprehensive Plan Amendment Staff Analysis

### General Data

**Project Name:** SSA 2012-01  
**Location:** Highway 97-A  
**Parcel #s:** 11-4N-33-4100-000-000  
**Acreage:** 9.98 (+/-) acres  
**Request:** From Agricultural (AG) to I- Industrial  
**Agent:** Neal Bjorklund, Agent for Galen and Rosalie Schmidt

**Meeting Dates:** Planning Board May 14, 2012  
BCC May 17, 2012

### Summary of Proposed Amendment:

The proposed amendment is for a 9.98 (+/-) acre parcel located on Highway 97-A. It is south of Highway 99A and west of the right-of-way of a railroad road in Walnut Hill. The adjacent and surrounding parcels are currently zoned VAG-1, VR-1 and VR-2.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 9.98 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(a)
- b) This amendment is the first small scale amendment for this calendar year, therefore it will not exceed the maximum of 120 acres in a calendar year as stated in F.S 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the future land use category of a 9.98(+/-) acre portion of a 20 (+/-) acre parcel from Agricultural Future Land Use to Industrial Future Land Use. The zoning designation for the referenced parcel is VAG-1, Village Agricultural. The intent of the proposed FLU change is to allow for the development of an oil transfer station. The applicant has submitted the subject parcel for a rezoning.

## **Land Use Impacts:**

### Residential Impact

Under Comprehensive Plan Policy 1.3.1, the parcels current Agricultural (AG) Future Land Use category allows for a maximum intensity of 0.25 Floor Area Ratio (FAR) for non-residential uses. It allows for agricultural and silvicultural related activities as well as for commercial activity limited to those endeavors.

The proposed amendment to Industrial Future Land Use category allows for a maximum intensity of 1.0 FAR for non-residential uses. It allows for light to intensive industrial, ancillary retail and office and no new residential development is allowed.

## **Availability of Facilities and Services:**

### **Comp Plan FLU 1.5.3 New Development and Redevelopment in Built Areas**

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

**FLU 3.1.2 Water Facility Extensions.** *Escambia County shall coordinate with potable water providers on any extensions of potable water facilities in rural area.*

The Escambia River Energy Cooperative will be the potable water provider for the parcel.

### **GOAL CMS 1 Concurrency Management System**

*Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.*

The applicant states the site will not generate increased traffic for this project.

### **CMS 1.2.1 Concurrency Determination.**

*The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued.*

## **Potable Water**

### ***INF 4.1 Provision of Potable Water Service***

*Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation and protection of natural resources.*

*The adopted level of service (LOS) standards for, potable water, are established in Comprehensive Plan Policy INF 4.1.7. For non-residential uses, there the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application.*

The Escambia River Energy Cooperative would be the potable water provider for the parcel.

As indicated by the agent's analysis, the closest potable water service is a 6 inch water line on the north side of Arthur Brown Rd, which will require the applicant to extend the line to the site.

## **Sanitary Sewer**

*The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 are an average of 210 gallons per residential connection per day and a peak of 350 gallons per residential connection per day. For non-residential uses, the LOS shall be based upon an Equivalent Residential Connection (ERC) calculated by the provider and on the size of the non-residential water meter.*

Neither the Escambia River Energy Cooperative nor any other provider presently has sewer collection lines that can serve the parcel. The agent's analysis states to use an onsite sewage disposal system permitted in accordance with the Escambia County Health Department.

## **Solid Waste Disposal**

*As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. Solid waste from the parcel will be disposed at the Perdido Landfill. The current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years.*

The agent identified Allied Waste as the possible solid waste provider for the parcel and that the waste would go to the Perdido Landfill.

Based on the level of service standards and estimated life of the landfill, there will not be an additional impact on capacity.

### **Stormwater Management**

*Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:*

- a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.*
- b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.*
- c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.*
- d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.*

Any new development on the parcel must meet these LOS requirements and may necessitate the construction of stormwater management facilities. Drainage LOS compliance would be addressed as part of the site development review process.

### **Traffic Concurrency**

*Under Comp Plan CMS 1.1.2 **Primary Tasks**. The County Administrator, or designee, shall be responsible for the five primary tasks described below:*

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;*
- b. Determining concurrency of proposed development that does not require BCC approval;*
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;*
- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and*
- e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program*



*to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.*

The agent's description for the intended use is for the transfer of crude oil from rail car to pipeline or stored in an onsite tank. The site is to be accessed via the extension of the north-south railroad roadway to the site.

The county's Transportation & Traffic Operations Division analyzed the impacts on area roads from trips generated by potential use of the parcel. The analysis estimated the impacted road segments of Highway 97A and 99A would all maintain their adopted levels of service established in Comprehensive Plan Policy Mobility Element (MOB)1.1.2 and would meet the test for concurrency prescribed by Land Development Code (LDC) Section 5.12.00.

**SUMMARY:** Test for concurrency and allocation for capacity on roadways, potable water, wastewater, solid waste, stormwater shall be determined at the time of site plan review.

### **Impact on Wellheads, Historically Significant Sites and the Natural Environment:**

#### **Wellheads:**

***CON 1.4.1 Wellhead Protection.*** Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

The Escambia County GIS maps did not indicate any wellheads sites near the subject parcel.

#### **Historically Significant Sites:**

***FLU 1.2.1 State Assistance.*** Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

The agent's analysis indicated no historical significance for the amendment site, a statement from Wetland Sciences, Inc. indicates after reviewing the Master Site File, TRS Search performed by the Florida of Historical Resources, there was one previously recorded archaeological site, found over a mile north of the subject parcel.

**Wetlands:**

**CON 1.1.2 Wetland and Habitat Indicators.** *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

There appear to be no environmentally sensitive lands on the subject parcel. The proposed development shall be reviewed for compliance with the all the federal, state and local regulations prior to the issuance of any site plan approval.

**Comprehensive Plan Consistency and Relevant Policies:**

**FLU 1.3 Future Land Use Map Designations:**

*"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."*

**Industrial Future Land Use Category:**

**FLU 1.3.1** *states that the Industrial FLU "is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.*

New industrial uses in the I-Industrial category may be permitted provided such use conforms to the permitted uses listed in the ID-2 zoning category. The adjacent and nearby properties are currently zoned village agricultural or village rural and are being utilized for agriculture which is not compatible with the requested Industrial Future Land Use. If this amendment is granted, the agent must submit an application for the quasi-judicial rezoning process prior to receiving a development order.

**FLU 1.5.3 New Development and Redevelopment in Built Areas.** *To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban,*

*Commercial and Industrial Future Land Use districts categories (with the exception of residential development).*

The agent analysis states the activities on the site will not involve intensive or heavy industrial uses and the impact upon existing public roads, utilities and service infrastructures will be minimal.

### Summary

County staff understands that industrial uses are a tremendous economic factor as it generates jobs and provides goods and services for consumers. Industrial uses are a vast minority throughout Escambia County and there is a need for the economic viability; however a change from lowest to highest intensity of uses would allow any of the permitted uses in ID-2 zoning, such as steel mills, salvage yards, asphalt plants, refineries. These uses may be offensive or incompatible with the surrounding agricultural areas currently having a Future Land Use designation of Agricultural or Rural Community and may impact the area in regards to noise or increased traffic.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Small Scale Amendment Ordinance

Date: 4/5/12

Date requested back by: 4/13/12 for 5/14 PB & 5/17 BCC

Requested by: allyson cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: *May 7, 2012*

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

*See my email of April 16, 2012.*

## Allyson Cain

---

**From:** Stephen G. West  
**Sent:** Monday, April 16, 2012 9:29 AM  
**To:** Allyson Cain  
**Cc:** Brenda J. Spencer  
**Subject:** File: A12-00171 Ordinance - Small Scale Amendment for Highway 97-A  
**Attachments:** 00008117.DOC

**CyAutold:** 2265890  
**CycomPath:** C:\cycomsql\  
**CyMatterId:** 2264804  
**CyMultiRecMemos:** N  
**CyStaffId:** SGW

Allyson:

I modified Section 3. Please let me know if you have any questions.

\*\* Attached file(s):  
Ordinance.Small Scale Amendment.Highway 97-A (00008117.DOC)

ORDINANCE NO. 2012-\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 11, TOWNSHIP 4N, RANGE 33W, PARCEL NUMBER 4100-000-000, TOTALING 9.98 (+/-) ACRES, LOCATED ON HIGHWAY 97-A, FROM AGRICULTURE (AG) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

1 **Section 1. Purpose and Intent**

2  
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the  
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,  
5 Florida Statutes.  
6

7  
8 **Section 2. Title of Comprehensive Plan Amendment**

9  
10 This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment  
11 2012-01."  
12

13  
14 **Section 3. Changes to the 2030 Future Land Use Map**

15  
16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the  
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:  
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all  
19 notations, references and information shown thereon, is further amended to include the  
20 following future land use change:  
21

22  
23 A portion of Parcel Identification Number 11-4N-33-4100-000-000 totaling  
24 9.98 (+/-) acres, as more particularly described by E. Wayne Parker,  
25 Professional Land Surveyor, Merrill Parker Shaw, Inc., in the description  
26 dated March 30, 2012, attached as Exhibit A, from Agricultural (AG) to  
27 Industrial (I).  
28

29  
30 **Section 4. Severability**

31  
32 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
33 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
34 the validity of the remaining portions of this Ordinance.  
35

36  
37 **Section 5. Inclusion in the Code**

38  
39 It is the intention of the Board of County Commissioners that the provisions of this  
40 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that  
41 the sections, subsections and other provisions of this Ordinance may be renumbered or  
42 relettered and the word "ordinance" may be changed to "section," "article," or such other  
43 appropriate word or phrase in order to accomplish such intentions.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

**Section 6. Effective Date**

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



**Ordinance  
Clean Copy**

ORDINANCE NO. 2012-\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 11, TOWNSHIP 4N, RANGE 33W, PARCEL NUMBER 4100-000-000, TOTALING 9.98 (+/-) ACRES, LOCATED ON HIGHWAY 97-A, FROM AGRICULTURE (AG) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

**Section 1. Purpose and Intent**

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

## **Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2012-01."

## **Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

A portion of Parcel Identification Number 11-4N-33-4100-000-000 totaling 9.98 (+/-) acres, as more particularly described by E. Wayne Parker, Professional Land Surveyor, Merrill Parker Shaw, Inc., in the description dated March 30, 2012, attached as Exhibit A, from Agricultural (AG) to Industrial (I).

## **Section 4. Severability**

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

## **Section 5. Inclusion in the Code**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 6. Effective Date**

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



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

**AI-1899**

**Growth Management Report 12. 4.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 05/17/2012

**Issue:** 5:47 p.m. -Adoption Hearing - Comprehensive Plan Text Amendment

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

**Organization:** Development Services

---

**RECOMMENDATION:**

5:47 p.m. Public Hearing Concerning the Review and Adoption of an Ordinance Amending the 2030 Escambia County Comprehensive Plan

That the Board of County Commissioners (BCC) review and adopt an Ordinance to remove all references to Florida Rule 9J-5; to remove all references to Department of Community Affairs and replace with Florida Department of Economic Opportunity (FDEO); to remove all references to Florida Statute 163.3101 and replace with Florida Statute 163.3161.

**BACKGROUND:**

Pursuant to adoption of the new "Community Planning Act", Chapter 163, Florida Statutes, changes and deletions to the Comprehensive Plan attached to and incorporated in this ordinance are consistent with the Florida Statutes. The purpose and intent of this ordinance is to adopt changes to the Comprehensive Plan to fulfill the requirements of the newly enacted "Community Planning Act", Chapter 163, Florida Statutes.

At the January 9, 2012 Planning Board meeting, the board reviewed and recommended that the BCC approve the transmittal of the ordinance. At the March 1, 2012 BCC meeting the board approved the transmittal of the packet to be forwarded to the Department of Economic Opportunity (DEO). The Development Services Department received a letter of compliance from DEO on April 11, 2012. The Ordinance will become effective 31 days after the Board adopts the Ordinance.

**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:**

Once adopted, implementation of this Ordinance will consist of a text 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**

Ordinance with Legal Sign Off

Comp Plan Draft and Clean Copy

DEO and other Agency letters

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Comprehensive Plan Amendment

Date: 21 November 2011

Date requested back by: \_\_\_\_\_

Requested by: Juan C. Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by 

Date Received: Dec 7, 2011

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

ORDINANCE NO. 2012-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030 CONSISTENT WITH CHAPTER 2011-139, LAWS OF FLORIDA; REMOVING REFERENCES TO RULE 9J-5, FLORIDA ADMINISTRATIVE CODE; REMOVING AND REPLACING REFERENCES TO THE DEPARTMENT OF COMMUNITY AFFAIRS WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY; CORRECTING REFERENCES TO CODIFIED SECTIONS OF THE FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (Comprehensive Plan) on January 20, 2011; and

WHEREAS, Chapter 2011-139, Laws of Florida, which was enacted on June 2, 2011, significantly revised the laws governing local government comprehensive planning; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan consistent with Chapter 2011-139, Laws of Florida;

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

**Section 1. Purpose.**

The purpose of this ordinance is to amend the Escambia County Comprehensive Plan: 2030 consistent with Chapter 2011-139, Laws of Florida, removing references to Rule 9J-5, Florida Administrative Code, removing and replacing references to the Department of Community Affairs with the Department of Economic Opportunity and correcting references to codified sections of Chapter 163, Florida Statutes.

**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



1 the validity of the remaining portions of this ordinance.

2  
3 **Section 4. Inclusion in the code.**

4  
5 The Board of County Commissioners intends that the provisions of this ordinance  
6 will be codified as required by Section 125.68, Florida Statutes, and that the sections of  
7 this ordinance may be renumbered or relettered and the word "ordinance" may be  
8 changed to "section," "article," or such other appropriate word or phrase in order to  
9 accomplish its intentions.

10  
11 **Section 5. Effective date.**

12  
13 Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not  
14 become effective until 31 days after the Department of Economic Opportunity notifies  
15 Escambia County that the plan amendment package is complete. If timely challenged,  
16 this ordinance shall not become effective until the Department of Economic Opportunity  
17 or the Administration Commission enters a final order determining the ordinance to be in  
18 compliance.

19  
20 DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

21  
22 BOARD OF COUNTY COMMISSIONERS  
23 ESCAMBIA COUNTY, FLORIDA

24  
25  
26 By: \_\_\_\_\_

27 ATTEST: Ernie Lee Magaha  
28 Clerk of the Circuit Court

Wilson B. Robertson, Chairman

29  
30 By: \_\_\_\_\_ Date Executed: \_\_\_\_\_

31 Deputy Clerk

32  
33 (SEAL)

34  
35 ENACTED:

36  
37 FILED WITH THE DEPARTMENT OF STATE:

38  
39 EFFECTIVE DATE:

40  
41  
42 ATTACHMENTS: Escambia County Comprehensive Plan: 2030

**Ordinance  
Clean Copy**

ORDINANCE NO. 2012-\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 11, TOWNSHIP 4N, RANGE 33W, PARCEL NUMBER 4100-000-000, TOTALING 9.98 (+/-) ACRES, LOCATED ON HIGHWAY 97-A, FROM AGRICULTURE (AG) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

**Section 1. Purpose and Intent**

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

## **Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2012-01."

## **Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

A portion of Parcel Identification Number 11-4N-33-4100-000-000 totaling 9.98 (+/-) acres, as more particularly described by E. Wayne Parker, Professional Land Surveyor, Merrill Parker Shaw, Inc., in the description dated March 30, 2012, attached as Exhibit A, from Agricultural (AG) to Industrial (I).

## **Section 4. Severability**

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

## **Section 5. Inclusion in the Code**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

1 | **Table of Contents**

Formatted: Numbering: Restart each page

2  
3 Part II of the Escambia County Code of Ordinances (1999), the Escambia County  
4 Comprehensive Plan, as amended, is further amended to read as set forth on the  
5 following pages attached hereto, which includes the following chapters:

- 6
- 7 Chapter 1: Legal
- 8 Chapter 2: Administration
- 9 Chapter 3: Definitions
- 10 Chapter 4: Public Participation
- 11 Chapter 5: General Requirements
- 12 Chapter 6: Concurrency Management System
- 13 Chapter 7: Future Land Use
- 14 Chapter 8: Mobility
- 15 Chapter 9: Housing
- 16 Chapter 10: Infrastructure
- 17 Chapter 11: Coastal Management
- 18 Chapter 12: Conservation
- 19 Chapter 13: Recreation and Open Space
- 20 Chapter 14: Intergovernmental Coordination Element;
- 21 Chapter 15: Capital Improvement Element;
- 22 Chapter 16: Public Schools Facilities Element

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1 **Chapter 1 Legal.**

2  
3 **Section 1.01 Title.**

4 This ordinance shall be known as the "Escambia County Comprehensive Plan:  
5 2030".

6  
7 **Section 1.02 Jurisdiction.**

8 The lands subject to this ordinance shall include all unincorporated areas of  
9 Escambia County.

10  
11 **Section 1.03 Intent.**

12 It is the intent of this ordinance to provide orderly growth management for those  
13 areas identified in section 1.02 above. This ordinance is not intended to terminate  
14 growth but rather to provide mechanisms for growth management in order to  
15 serve the citizens, visitors and property owners of Escambia County.  
16 Implementation of this ordinance is designed to maintain and improve the quality  
17 of life for all citizens of the county.

18  
19 The Board of County Commissioners of Escambia County finds that the goals,  
20 objectives, policies and regulations set forth hereunder are a necessary and  
21 proper means for planning and regulating the development and use of land in the  
22 county and for otherwise protecting and promoting the public health, safety, and  
23 general welfare of its citizens. It is the intent of this ordinance that the  
24 comprehensive plan sets general guidelines and principles concerning its  
25 purposes and contents and that this ordinance shall be construed broadly to  
26 accomplish its stated purposes and objective.

27  
28 **Section 1.04 Effect on previous plan.**

29 This ordinance/comprehensive plan supersedes and replaces the Escambia  
30 County Comprehensive Plan, which was adopted by the Board of County  
31 Commissioners on October 20, 1993, as amended.

32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1 **Chapter 2 Administration.**

2  
3 **Section 2.01 Local planning agency.**

4 (1) The Escambia County Planning Board is hereby established by the Board of  
5 County Commissioners (BCC) of Escambia County as the Local Planning  
6 Agency (LPA).

7  
8 (2) Duties: The duties of the LPA shall be as specified in Section 163.3174,  
9 Florida Statutes, and include:

- 10  
11 a. Be responsible for the preparation of the Escambia County  
12 Comprehensive Plan and make recommendations to the BCC  
13 regarding the adoption of the plan;  
14 b. Monitor the effectiveness and status of implementation of the  
15 comprehensive plan and recommend to the BCC any changes in  
16 the plan as may, from time to time, be required;  
17 c. Monitor, review and prepare periodic reports required by Section  
18 163.3191, Florida Statutes, including regular assessments of the  
19 plan and preparation of the evaluation and appraisal report on the  
20 plan;  
21 d. Review any proposed land development regulations, codes or  
22 amendments thereto and make recommendations to the BCC as to  
23 the consistency of proposed regulations, codes or amendments  
24 with the comprehensive plan;  
25 e. Perform any other function, duty or responsibility assigned to it by  
26 the Escambia County BCC or by general or special law; and,  
27 f. Additional duties and responsibilities may be placed upon the LPA  
28 by inclusion of such duties and responsibilities within the Land  
29 Development Code (LDC).  
30

31 (3) Resources: The LPA may utilize any resources provided it by the BCC in  
32 furtherance of the duties and responsibilities of the LPA. These resources may  
33 include, but are not limited to, facilities and equipment of the County, temporary  
34 assignment of employees, utilization of County committees, boards or authorities,  
35 consultants, persons or entities to prepare or assist in the preparation of the plan,  
36 amendments thereto or any other land development regulation, proposed or  
37 existing, as it may deem appropriate.  
38

39 **Section 2.02 Administration.**

40 The Escambia County Administrator shall administer this ordinance with the  
41 assistance of other personnel within the County, as necessary. Policy direction  
42 and guidance shall be provided by the LPA and the BCC. In addition, assistance  
43 may be provided pursuant to Section 2.01(3) above.  
44

45 **Section 2.03 Public participation and notices.**

46 Refer to Chapter 4 for public participation and notices.

1 **Chapter 3 Definitions.**

2  
3 **Section 3.01 Definitions.**

4 The definitions listed here are hereby adopted. In addition, any words not defined  
5 here shall be defined as found in Chapter 163, pt. II, Florida Statutes, and Rule  
6 ~~9J-5, Florida Administrative Code,~~ which ~~are~~<sup>is</sup> hereby adopted by reference.  
7 There may be other definitions contained in the chapters (elements) of this  
8 ordinance and such definitions are not "in conflict" with the definitions in rule or  
9 law. Also, the additional definitions, if any, relate to terms or phrases not  
10 otherwise defined.

11  
12 **Section 3.02 Germane definitions.**

13 The Escambia County Land Development Code (land development regulations)  
14 will contain specific definitions germane to any items within the Land  
15 Development Code (LDC).

16  
17 **Section 3.03 Singular and plural terms; gender; general interpretation.**

18 Unless the context clearly indicates otherwise, singular words include the plural,  
19 person or man includes both genders and words not otherwise defined shall have  
20 those meanings commonly and customarily ascribed to them and as can be  
21 found in any standard dictionary reference books.

22  
23 **Section 3.04 Definitions.**

24  
25 **Avigation easement:** An easement that gives a clear property right to maintain  
26 flight operations in the airspace above the property.

27  
28 **Buffer:** A designated area with natural and/or manmade features functioning to  
29 minimize or eliminate adverse impacts on adjoining land uses, or wetlands as  
30 defined by Section 373.019(22) Florida Statutes.

31  
32 **Commercial use:** Any nonresidential use that is typically carried out for the  
33 purpose of monetary gain, including, but not limited to, any business use or  
34 activity at a scale greater than a home occupation.

35  
36 **Compact development:** A development pattern typically featuring narrow  
37 streets, multifunction structures (such as residential over retail), multifamily  
38 housing, front porches, small lots, wide sidewalks, neighborhood parks,  
39 community landscaping, easily walkable distances from residences to local  
40 commercial uses, places of employment and schools.

41  
42 **Concurrency:** The condition or circumstance that at the time new demands are  
43 placed on public facilities, facility capacities will meet or exceed the adopted level  
44 of service (LOS) standards established by the Comprehensive Plan.

45



1 **Conservation:** The act of preserving, guarding, or protecting; keeping in a safe  
2 or entire state; preservation.

3  
4 **Conservation subdivision:** A form of residential subdivision characterized by  
5 clustered compact lots, common open space and natural features, used to  
6 protect agricultural lands, open space or other natural or historical resources  
7 while allowing for the maximum number of dwellings under applicable zoning and  
8 subdivision regulations.

9  
10 **Deficiencies:** Inadequacies, insufficiencies, or the falling short of a prescribed  
11 norm.

12  
13 **Density:** The number of dwelling units per acre of land.

14  
15 **Development:** The carrying out of any building activity or mining operation, the  
16 making of any material change in the use or appearance of any structure or land,  
17 or the dividing of land into three or more parcels. Specific activities or uses  
18 involving or excluded from development are defined in Section 380.04, Florida  
19 Statutes.

20  
21 **Enhance:** To make greater, as in value, beauty, or effectiveness; to augment.

22  
23 **Environmentally sensitive lands:** Those areas of land or water that are  
24 determined by the BCC as being necessary to conserve or protect natural  
25 habitats and ecological systems. The following classifications are those that have  
26 been determined by Escambia County to be environmentally sensitive:

- 27  
28 a. Wetlands as defined herein, and wetlands as defined by the U.S. Army  
29 Corps of Engineers.  
30 b. Shoreline Protection Zones.  
31 c. Aquatic preserves and the Escambia River Management Area.  
32 d. Outstanding Florida Waters as defined by Rule 62.302.700 Florida  
33 Administrative Code and as defined and approved by the Florida  
34 Legislature.  
35 e. Habitats of threatened or endangered species as defined by the U.S.  
36 Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife  
37 Conservation Commission (FWC) or other state or federal agencies.  
38 f. Essential fishery habitat (EFH), including seagrasses.  
39 g. Floodplain areas defined on the FEMA Flood Insurance Rate Map  
40 (FIRM) as areas of special flood hazard subject to a one percent annual  
41 chance of flooding.  
42 h. Potable water wells, cones of influence, and potable water well fields.

43  
44 **Existing communities:** Established residential or mixed-use areas; developed  
45 land that contains homes, businesses, and/or other civic and community uses.

46

1 **Farm worker:** A person who works on, but does not own, a farm; an agricultural  
2 laborer (may be permanent or temporary).  
3

4 **Financial feasibility:** The ability of a proposed land use or change of land use to  
5 justify itself from an economic point of view.  
6

7 **Floodway:** The channel of a river or other watercourse and the adjacent land  
8 areas that must be reserved to discharge the base flood without cumulatively  
9 increasing the water surface elevation more than one foot.  
10

11 **Floor Area Ratio (FAR):** A standard measure of the intensity of non-residential  
12 land use, calculated by dividing the total gross floor area of all structures on a lot  
13 by the total area of the lot.  
14

15 **Group home/group home facility:** An occupied residence, licensed by the  
16 State of Florida, in which a family living environment is provided for six or fewer  
17 unrelated residents with developmental disabilities, as defined in Section  
18 393.063, Florida Statutes, including such supervision and care by support staff  
19 as may be necessary to meet the physical, emotional, and social needs of its  
20 residents.  
21

22 **Hazardous material:** A poison, corrosive agent, flammable substance,  
23 explosive, radioactive chemical, or any other material that can endanger human  
24 or animal health or well-being if handled improperly.  
25

26 **Hazardous waste:** Material or a combination of materials that require special  
27 management techniques because of their acute and/or chronic effects on air and  
28 water quality; on fish, wildlife, or other biota; or on the health and welfare of the  
29 public. Such materials include, but are not limited to, volatile, chemical,  
30 biological, explosive, flammable, radioactive and toxic materials regulated  
31 pursuant to Chapter 62-730, Florida Administrative Code.  
32

33 **Historic/cultural resource:** Any prehistoric or historic district, site, building,  
34 object, or other real or personal property of historical, architectural, or  
35 archaeological value, and folk life resources. These properties or resources may  
36 include, but are not limited to, monuments, memorials, Indian habitations,  
37 ceremonial sites, abandoned settlements, sunken or abandoned ships,  
38 engineering works, treasure trove, artifacts, or other objects with intrinsic  
39 historical or archaeological value, or any part thereof, relating to the history,  
40 government, and culture of the state.  
41

42 **Impervious surface:** Any surface that does not allow, or minimally allows, the  
43 penetration of water, and is highly resistant to infiltration by water.  
44

1 **Impervious Surface Ratio:** A standard measure of the intensity of land use  
2 calculated by dividing the total area of all impervious surfaces within a lot by the  
3 total area of the lot.

4  
5 **Incompatible/compatible development:** Incompatible development is new  
6 development proposed to be constructed next to existing development where the  
7 proximity of the two kinds of development each would diminish the usefulness of  
8 the other, or be detrimental to existing operations. The incompatibility can arise  
9 from either land use or structure size and design. Compatible development is  
10 new development proposed to be constructed next to existing development  
11 where proximity of the two kinds of development each would complement or  
12 enhance the usefulness of the other.

13  
14 **Infill development:** The development of new housing or other land uses on  
15 vacant or underutilized land in existing developed areas; focuses on the reuse  
16 and repositioning of obsolete or underutilized buildings and sites.

17  
18 **Infrastructure:** Facilities and services needed to sustain land use activities,  
19 including but not limited to roads, potable water service, wastewater service,  
20 solid waste facilities, stormwater management facilities, power grids,  
21 telecommunication facilities, and public schools.

22  
23 **Invasive species:** A non-indigenous or exotic species that is not native to the  
24 ecosystem under consideration and that has the ability to establish self-  
25 sustaining, expanding, free-living populations that may cause economic and/or  
26 environmental harm, or harm to human health.

27  
28 **Low-impact landscaping:** Landscape design practices that apply Florida-  
29 Friendly landscaping principles to reduce water consumption, use of horticultural  
30 chemicals, loss of native vegetation and wildlife habitat, stormwater runoff, and  
31 other negative environmental impacts.

32  
33 **Mitigation:** Methods used to alleviate or lessen the impact of development.

34  
35 **Mixed-use:** Any use that includes both residential and nonresidential uses.

36  
37 **Mobile/manufactured home:** A complete, factory-built, single-family dwelling,  
38 constructed in accordance with the federal Manufactured Housing Construction  
39 and Safety Standards (the HUD Code) and transportable in one or more sections  
40 on a permanent chassis for site installation with or without a permanent  
41 foundation. Mobile home is the term used for manufactured homes built prior to  
42 June 15, 1976 when the HUD Code became effective.

43  
44 **Multi-family development:** Residential development containing multi-family  
45 dwellings exclusively or predominantly.

46

1 **Multi-modal:** A transportation system that involves multiple methods of  
2 transporting people and/or goods; may include pedestrian activity, bicycling,  
3 transit (buses and/or rail), and the automobile.  
4

5 **Native vegetation:** Vegetation that exists naturally, without intervention by  
6 humans, in a specific geographic area.  
7

8 **Natural Resources:** Resources provided by the natural environment, including  
9 air, water, soils, wetlands, beaches, flood plains, forests, fisheries, wildlife, and  
10 any other such environmental resource identified by Florida Statute for  
11 conservation and protection.  
12

13 **Non-conforming use:** Any lawfully established use of a structure, land, or water,  
14 in any combination that does not conform to the land use regulations of the  
15 zoning district or future land use category in which the use is located.  
16

17 **Non-residential use:** A use characterized by the absence of residences and the  
18 presence of primary land uses that include retail, commercial, office, industrial,  
19 civic or recreation uses.  
20

21 **Open space:** Land or portions of land preserved and protected, whether public  
22 or privately owned and perpetually maintained and retained for active or passive  
23 recreation, for resource protection, or to meet lot coverage requirements. The  
24 term includes, but is not limited to, required yards, developed recreation areas  
25 and improved recreation facilities, natural and landscaped areas, and common  
26 areas.  
27

28 **Paratransit system:** A form of public transportation service characterized by the  
29 flexible routing and scheduling of small vehicles such as taxis, vans and small  
30 buses, to provide shared-occupancy, doorstep or curbside personalized  
31 transportation service.  
32

33 **Performance-oriented controls:** A set of criteria or limits relating to certain  
34 characteristics that a particular use or process may not exceed; regulations are  
35 based upon the intensity and impacts of an activity, rather than land use.  
36

37 **Preserve:** To protect natural resources and/or historic and cultural resources  
38 from the negative impacts of human activity, including land development or  
39 natural resource extraction, such as mining or logging. Preservation may include  
40 permanently protecting land, structures and/or wetlands and water bodies via  
41 purchase, conservation easement, regulations, or other methods, and may  
42 include the restoration and management of natural or historic resources.  
43

44 **Primary dune:** The first natural or manmade dune located landward of the beach  
45 with sufficient vegetation, height, continuity, and configuration to offer protective

1 value. The landward extent occurs at the point where there is a distinct change  
2 from a relatively steep slope to a relatively mild slope.

3

4 **Redevelopment:** The removal and replacement, rehabilitation or adaptive reuse  
5 of an existing structure or structures, or of land from which previous  
6 improvements have been removed.

7

8 **Residential use:** Any use for residences, domiciles, or dwellings, including, but  
9 not limited to, single-family houses, townhouses, condominiums, and apartments.

10

11 **Restoration:** The act of repairing damage to a site with the aim of restoring the  
12 site as closely as possible to its natural condition before it was disturbed.

13

14 **Revitalization:** The renewal and improvement of older commercial and  
15 residential areas through any of a series of actions or programs that encourage  
16 and facilitate private and public investment.

17

18 **Rural:** A sparsely developed area, where the land is primarily used for  
19 agricultural purposes.

20

21 **Shoreline, Natural:** Undeveloped or restored areas of shoreline fronting the  
22 waters of marine, estuarine, or riverine systems such as bays, bayous, rivers,  
23 and streams.

24

25 **Sprawl:** Haphazard growth of dispersed, leap-frog and strip development in  
26 suburbs and rural areas and along highways; typically automobile-dependent,  
27 single use, resource-consuming and low-density development in previously rural  
28 areas and disconnected from existing development and infrastructure.

29

30 **Street, collector:** A street providing service that is of relatively moderate traffic  
31 volume, moderate trip length, and moderate operating speed, and which  
32 distributes traffic between local streets or arterial streets.

33

34 **Street, major arterial:** A street providing service that is relatively continuous and  
35 of relatively high traffic volume, long trip length, and high operating speed. Note:  
36 Every United States numbered highway is an arterial street.

37

38 **Street, minor arterial:** A street providing connections between major activity  
39 centers of the county, which augments the major arterial system for local and  
40 inter-county traffic by feeding traffic from collector and local street systems onto  
41 major arterials.

42

43 **Suburban area:** A predominantly low-density residential area located  
44 immediately outside of an urban area or a city and associated with it physically  
45 and socioeconomically.

46

1 **Threatened and endangered species habitat.** An area that contains, or shows  
2 factual evidence of, a species that is listed as "threatened", "endangered", or  
3 "species of special concern", including all such areas that are classified as  
4 "critical habitat" by the Florida Fish and Wildlife Conservation Commission  
5 (FWC).

6  
7 **Urban area:** A highly developed area that contains a variety of industrial,  
8 commercial, residential, and cultural uses.

9  
10 **Urban forest:** Collectively, the trees and other vegetation within and around the  
11 developed areas of the county.

12  
13 **Water-dependent uses:** Uses that require access to water bodies, such as  
14 commercial boating or fishing operations.

15  
16 **Water-related uses:** Uses that do not require a waterfront location to function,  
17 but are often essential to the efficient functioning of water-dependent uses and  
18 can be essential to their economic viability, such as shops, restaurants, parking,  
19 boat sales, or fish processing plants.

20  
21 **Wetlands:** Areas that are inundated or saturated by surface water or  
22 groundwater at a frequency and duration sufficient to support, and that under  
23 normal circumstances does or would support, a prevalence of vegetation typically  
24 adapted for life in saturated soils. Soils present in wetlands generally are  
25 classified as hydric or alluvial, or possess characteristics that are associated with  
26 reducing soil conditions. The prevalent vegetation in wetlands generally consists  
27 of facultative or obligate hydrophytic macrophytes that are typically adapted to  
28 areas having soil conditions described above. These species, due to  
29 morphological, physiological, or reproductive adaptations, have the ability to  
30 grow, reproduce or persist in aquatic environments or anaerobic soil conditions.  
31 Florida wetlands generally include, but are not limited to, swamps, marshes,  
32 bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine  
33 swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps,  
34 and other similar areas.

35  
36 **Wildlife habitat:** An area that offers feeding, roosting, breeding, nesting, and  
37 refuge areas for a variety of existing and future native wildlife species.

38  
39  
40  
41  
42  
43  
44  
45  
46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**Chapter 4 Public Participation.**

**Section 4.01 Purpose.**

This chapter establishes procedures in accordance with Section 163.3181, Florida Statutes, to provide for broad dissemination of information regarding comprehensive plans and amendments, the planning process, the adoption or amendment of the Land Development Code (LDC) and other matters pertaining to the regulation or use of land or structures. In addition, it is the intent of this chapter to provide the public opportunity for written or verbal comments, processes for public hearings, provision for open discussion, communications programs, information services and consideration of and response to public comments.

**Section 4.02 Intent.**

It is the intent of this chapter that all citizens affected by comprehensive planning and land development regulation proposals are encouraged to participate and be afforded the opportunity for input throughout the preparation and enactment process. The provisions of this chapter apply to the formal adoption process of the comprehensive plan, amendments to the comprehensive plan, preparation or amendment of the LDC, including regulation of land subdivision, open space provisions, stormwater management, floodplain development, environmentally sensitive areas, signage, parking, innovative land development regulations, consideration of the Evaluation and Appraisal Report (EAR), and any other matters deemed appropriate by the Board of County Commissioners (BCC).

**Section 4.03 Public participation and affected parties.**

For the purposes of this chapter the terms, "citizen participation" and "public participation" are synonymous and apply to affected persons, substantially affected persons and aggrieved or adversely affected parties, as defined in current state statute.

**Section 4.04 Public notice.**

(1) So as to notify property owners, interested citizens and affected parties, Escambia County will advertise in a newspaper of general circulation within the County that a public hearing will be held to consider any of the matters described in section 4.02 above. The advertisement will include an identification of who is holding the hearing, as well as the date, time, place and general subject of the hearing and the location where copies of the proposed matter may be reviewed. The advertisement will encourage the public to provide written and/or verbal comments on the matters under consideration.

(2) All public hearings shall be held at approximately the time specified in the advertisement and shall be conducted Monday through Thursday.

1  
2 (3) Escambia County will conform to the applicable notice requirements for  
3 adoption or amendment of the comprehensive plan or land development code as  
4 prescribed in Sections 125.66, 163.3184, and 163.3187, Florida Statutes.  
5

6 **Section 4.05 Workshops.**

7 (1) Whenever possible, workshops shall be advertised to notify the public and  
8 interested parties that a workshop meeting is scheduled to discuss the subjects  
9 of the scheduled workshop. However, workshops may be held without  
10 advertising, provided a public announcement is made at a public meeting of the  
11 BCC or LPA and a notice of the workshop is posted in the County courthouse  
12 and other public places as appropriate.  
13

14 (2) Workshops may be held at any time deemed appropriate to facilitate the  
15 timely exchange of information regarding the subject of the workshop.  
16

17 (3) County staff shall provide to the Local Planning Agency (LPA) the total  
18 number of citizens that attended the workshop meeting at the next publicly  
19 advertised LPA meeting.  
20

21 **Section 4.06 Notification and status reports.**

22 Escambia County will periodically provide notification to the media by  
23 announcements of public hearings and workshops at the regular public meetings  
24 of the BCC regarding the status of matters under consideration by the  
25 department or the LPA.  
26

27 **Section 4.07 Local Planning Agency.**

28 Prior to BCC approval, adoption and/or enactment of regulations, as appropriate,  
29 of any matter listed in section 4.02, the LPA shall hold at least one public hearing  
30 in conformance with the notice requirements described herein. The hearing may  
31 be continued to an announced time certain upon a majority vote of the members  
32 present.  
33

34 (1) The LPA public hearing shall afford members of the public reasonable  
35 opportunity to present their views on any matter under consideration. The  
36 chairman may, at his discretion, rule out-of-order public comments he deems  
37 repetitious or not germane to the matter under discussion.  
38

39 (2) The sequence of activities regarding the matters under consideration shall be  
40 as follows:  
41

- 42 a. Announcement of the matter for consideration by the chairman;
- 43 b. Presentation of staff reports/comments, if any, whether written or  
44 verbal;
- 45 c. Presentation by the applicant or principle proponent of the matter;
- 46 d. Comments from the proponents and opponents of the matter. All



- 1 speakers will be required to complete speaker request forms so that an  
2 accurate record of participants can be maintained;
- 3 e. Close public input except for direct questions as may be initiated by the
  - 4 members of the LPA; and
  - 5 f. LPA discussion, debate and recommendation by majority vote prior to
  - 6 considering the next matter, adjournment, or tabling for a time certain.

7  
8 (3) The LPA shall transmit its recommendation on each matter decided to the  
9 BCC at the public hearing held for each matter by the BCC.

10  
11 (4) The LPA shall not initiate consideration of agenda items later than 12:00  
12 midnight, unless agreement to do so is obtained by majority vote of the members  
13 present. Agenda items not considered due to time will be tabled until a time  
14 certain.

15  
16 **Section 4.08 Board of County Commissioners.**

17 As soon as practical after the LPA makes a recommendation regarding any  
18 matter described in section 4.02, the BCC shall hold at least one public hearing  
19 to consider the recommendation and pursuant to the notice requirements  
20 described herein (reference Section 4.04). The hearing may be continued to an  
21 announced time certain upon a majority vote of the commissioners present.

22  
23 (1) The BCC hearing shall afford members of the public reasonable opportunity  
24 to present their views on any matter under consideration. The chairman may, at  
25 his/her discretion rule out of order public comments he deems repetitious or not  
26 germane to the matter under discussion.

27  
28 (2) The sequence of activities regarding matters under consideration shall be as  
29 follows:

- 30 a. Announcement of the matter for consideration by the chairman;
- 31 b. Presentation of LPA and/or staff reports/comments, if any, whether
- 32 written or verbal;
- 33 c. Presentation by the applicant or principal proponent of the matter;
- 34 d. Comments from the proponents and opponents of the matter. All
- 35 speakers will be required to complete speaker request forms so that an
- 36 accurate record of participants can be maintained;
- 37 e. Close public input except for direct questions as may be initiated by
- 38 members of the BCC;
- 39 f. BCC discussion, debate and approval, adoption or enactment, as
- 40 appropriate for the specific matter, by majority vote prior to considering
- 41 the next matter, adjournment or tabling until a time certain; and
- 42 g. The BCC shall not initiate agenda items later than 11:00 p.m., unless
- 43 agreement to do so is obtained by majority vote of the members present.
- 44 Agenda items not considered due to time will be tabled until a time certain.
- 45
- 46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**Section 4.09 Advisory committees.**

The LPA and/or the BCC may, from time to time, appoint advisory committees to provide information and/or participate in the matters listed in section 4.02. Advisory committees shall be subject to the notice requirements described herein.

1  
2 **Chapter 5 General Requirements.**

3  
4 **Section 5.01 Format.**

5 The Comprehensive Plan meets the format requirements of Section Chapter 9J-5,  
6 Florida Administrative Code-Florida Statutes 163.3177, Florida Statutes.

7  
8 **Section 5.02 Combined elements.**

9 The traffic circulation element, the mass transit element, and the port, aviation  
10 and related facilities element have been combined into the Mobility Element to  
11 avoid repetition and provide clarity. The requirements of Sections 163.3177 and  
12 163.3178, Florida Statutes and Chapter 9J-5, Florida Administrative Code have  
13 been met within ~~these~~ this combined element.

14  
15 **Section 5.03 Support documents.**

16 Support data, analysis and documents are not adopted as part of this ordinance.  
17 Support data, analysis and documents will be available for public inspection while  
18 the comprehensive plan is being considered for adoption and while it is in effect  
19 at the offices of the Escambia County Planning Division and at the office of the  
20 County Clerk in the County Courthouse in Pensacola. Support data, analysis,  
21 and other documentation are found in the foundation documents.

22  
23 This ordinance contains references to various chapters, appendices or contents  
24 of the foundation documents. The references are included for clarity and ease of  
25 review by the reader. The reference is not to be construed as making the  
26 foundation document or causing the foundation document contents to be made  
27 part of this ordinance or the County's Comprehensive Plan.

28  
29 **Section 5.04 Preparation date.**

30 The preparation of this plan started in 1987 and has continued through  
31 December 2010 with public hearings and workshops. This ordinance is being  
32 transmitted to the Florida Department of ~~Community Affairs (FDCA)~~ Economic  
33 Development Opportunity (FDEO) for compliance review after a final public  
34 hearing.

35  
36 **Section 5.05 Name of preparer.**

37 This ordinance was prepared by the Escambia County Planning Board sitting as  
38 the Local Planning Agency (LPA) and the Escambia County Staff. Professional  
39 and technical assistance and production of this ordinance (plan) and the  
40 foundation documents have been provided by MSCW, Inc. Support information in  
41 the foundation documents have been taken from the data and analysis used to  
42 support the 2007 Evaluation and Appraisal Report (EAR) and supplemented,  
43 revised or replaced with information gathered, collected, analyzed or generated  
44 by MSCW, Inc. and County staff.

45  
46 **Section 5.06 Data and analysis.**

1 Copies or summaries of foundation and support data, analysis and adopted  
2 documents shall be submitted to ~~FDCA~~ FDEO after approval by the BCC.

3  
4 **Section 5.07 Population projections.**

5 This ordinance is based upon the Bureau of Economic and Business Research  
6 (BEBR), University of Florida, Mid-Range Projections. The population projections  
7 are included within the foundation documents supporting this plan. Population  
8 projections will be updated annually or the most current projections available.

9  
10 **Section 5.08 Level of service standards.**

11 Level of service (LOS) standards are as established in the elements contained  
12 within this ordinance for roads, mass transit, wastewater, solid waste,  
13 stormwater, potable water, public schools and recreation. The Concurrency  
14 Management Element provides a location listing for LOS standards.

15  
16 **Section 5.09 Planning time frame.**

17 The time frame for planning used in this ordinance is through the year 2030 with  
18 a five year time frame for the capital improvements element starting with the  
19 County budget year beginning October 1, 2009.

20  
21 **Section 5.10 Internal consistency.**

22 Each chapter (element) is consistent with the other chapters and this ordinance  
23 shall be construed in its entirety as the County's comprehensive plan. The Future  
24 Land Use Map (FLUM) included and adopted as part of this ordinance reflects  
25 goals, objectives and policies contained within this ordinance.

26  
27 The goals, objectives and policies of this ordinance are based on data contained  
28 within the foundation documents. Where data is relevant to several elements, the  
29 same data has been used to support said elements.

30  
31 **Section 5.11 Plan implementation.**

32 Among other means, this comprehensive plan shall be implemented by the  
33 adoption of land development regulations. In addition to the requirements in  
34 Section 163.3202, Florida Statutes, the Land Development Code (LDC) shall  
35 address regulations of specific items contained in the goals, objectives and  
36 policies of this ordinance.

37  
38 **Section 5.12 Monitoring and evaluation.**

39 An EAR shall be prepared at the end of each five-year time frame for the purpose  
40 of evaluating and appraising the implementation of this comprehensive plan. The  
41 EAR shall address items contained in ~~Section Rule 9J-5.005(7), Florida~~  
42 ~~Administrative Code, as amended~~ 163.3191, Florida Statutes. In addition,  
43 continuous monitoring shall be maintained by the concurrency management  
44 system. The Capital Improvements Element and various portions of this plan  
45 shall be reviewed on an annual basis pursuant to OBJ CIE 1.4.

46

1 The EAR Steering Committee appointed pursuant to Policy CIE 1.1.1 shall  
2 prepare a draft EAR for consideration by the LPA consistent with the time frames  
3 established by rule for submission of the EAR. The LPA shall promulgate its  
4 report (EAR) to the Board of County Commissioners (BCC) and the report shall  
5 address:

- 6
- 7 a. Citizen participation in the process;
- 8 b. Updating appropriate base line data;
- 9 c. The extent to which objectives within the plan have been accomplished  
10 (or not accomplished) in the first five-year period of the plan;
- 11 d. The expectations for accomplishing the objectives in the second five-  
12 year period covered by the plan;
- 13 e. Accomplishments in the first five-year period;
- 14 f. Identification of problems and opportunities for achieving the desired  
15 ends as expressed within the goals, objectives and policies of the plan;
- 16 g. Recommendations regarding any new goals, objectives or policies or  
17 modifications to existing goals, objectives and policies to correct  
18 unanticipated problems;
- 19 h. A detailed analysis of the effectiveness of the continuous monitoring  
20 and evaluation of the plan pursuant to the Concurrency Management  
21 Element; and
- 22 i. Any other matters deemed relevant or appropriate by the committee, the  
23 LPA or the BCC.
- 24

25 **Section 5.13 Procedural requirements.**

26 This Comprehensive Plan shall be considered, adopted and amended pursuant  
27 to the procedural requirements of Sections ~~163.3104~~ 163.3161--163.3215,  
28 Florida Statutes. Refer to Chapter 4, Public Participation, for notices and public  
29 hearings.

30

31 Any applicant requesting an amendment to this ordinance may be responsible for  
32 and pay all costs associated with the amendment including required Evaluation  
33 and Appraisal Reports.

34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

**Chapter 6 Concurrency Management.**

The purpose of the Concurrency Management System Element is to ensure that all necessary public facilities and services are available to support new development. The Concurrency Management System Element must establish Levels of Service standards for public services and facilities, and delineate a system for the implementation of concurrency, in a way that is timely, fair, and cost-efficient, pursuant to Rule 9J-5.0055, Florida Administrative Code.

**GOAL CMS 1 CONCURRENCY MANAGEMENT SYSTEM**

**Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.**

**OBJ CMS 1.1 Level of Service Standards**

**Ensure that Escambia County’s adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.**

**POLICIES**

**CMS 1.1.1 Oversight.** The Escambia County planning staff shall be responsible for ensuring compliance with the Concurrency Management System and shall report on such compliance to the Local Planning Agency (LPA) and Board of County Commissioners (BCC) on an annual basis, in accordance with the Capital Improvements Element.

**CMS 1.1.2 Primary Tasks.** The County Administrator, or designee, shall be responsible for the five primary tasks described below:

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
- b. Determining concurrency of proposed development that does not require BCC approval;
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and

1 e. Administering the Proportionate Fair Share Program as outlined in the  
2 Land Development Code (LDC) and the Escambia County Concurrency  
3 Management System Procedure Manual, if the County CMS-1 and an  
4 applicant choose to utilize this program to mitigate transportation impacts  
5 on transportation facilities found to have deficient capacity during the  
6 process of testing for concurrency.  
7

8 **CMS 1.1.3 Information and Data.** Escambia County will collect and make  
9 available to the public information regarding various public facilities. The  
10 information shall be updated on an annual basis consistent with the reports  
11 required by the Capital Improvements Element. The information will contain data  
12 such as:

- 13
- 14 a. design capacity for roadways and roadway types;
- 15 b. existing and adopted LOS for all roadways;
- 16 c. programmed roadway system improvements in the current year by the  
17 County and improvements to be made to the roadway system by the  
18 private sector;
- 19 d. design capacity of potable water and wastewater facilities and the  
20 identification of any deficiencies within such systems;
- 21 e. the existing and adopted LOS standards for water and wastewater  
22 systems;
- 23 f. programmed potable water and wastewater facility improvements;
- 24 g. design capacity for solid waste facilities including transfer stations and  
25 landfills;
- 26 h. existing and proposed LOS standards for stormwater management  
27 systems;
- 28 i. existing and proposed provisions of recreation and open space  
29 facilities by the County or the private sector; and
- 30 j. the School Board Educational Facilities Report which contains  
31 information detailing existing facilities, their locations, and projected  
32 needs. The report also contains the School Board's financially feasible  
33 Five-Year District Facilities Work Program.

34  
35 **OBJ CMS 1.2 Coordination and Timing of Concurrency Determination**

36  
37 **Coordinate establishing LOS standards for the above-named facilities with**  
38 **state, regional or local entities having operational and maintenance**  
39 **responsibility for such facilities, ~~in accordance with Rule 9J-5.015(3)(b)3,~~**  
40 **~~Florida Administrative Code.~~**

41  
42 **POLICIES**

43  
44 **CMS 1.2.1 Concurrency Determination.** The test for concurrency shall be met  
45 and the determination of concurrency shall be made prior to the approval of an  
46 application for a development order or permit that contains a specific plan for

1 development, including the densities and intensities of the proposed  
2 development. If an applicant fails concurrency, he/she may apply to satisfy the  
3 requirements of the concurrency management system through the proportionate  
4 fair share program. For applicants participating in the proportionate fair share  
5 program, the BCC must approve a proportionate fair share agreement before a  
6 certificate of concurrency can be issued. A multi-use Development of Regional  
7 Impact (DRI) may satisfy the transportation concurrency requirements of the  
8 concurrency management system and of Section 380.06, Florida Statutes, by  
9 payment of a proportionate share contribution in accordance with the terms of  
10 Section 163.3180(12), Florida Statutes.

11  
12 **CMS 1.2.2 Allocation of Capacity.** Capacity shall be allocated upon issuance of  
13 a development order for a preliminary plat, site plan, or Planned Unit  
14 Development (PUD); or phased or longer term project; or DRI. The allocation of  
15 capacity, however, shall be subject to the following sunset provisions:

- 16  
17 a. Capacity approved and assigned to a preliminary plat and construction  
18 plan will remain allocated for a period of two years from the date of  
19 issuance of the development order or as extended by the BCC.  
20 b. Capacity approved and assigned to a site plan shall remain allocated  
21 for a period of 18 months from the date of the issuance of the  
22 development order or as extended by the BCC.  
23 c. Capacity approved and assigned to longer term projects or DRI will  
24 remain allocated for a period as established in an enforceable  
25 development agreement.  
26 d. Capacity approved and assigned to a development order subject to the  
27 condition that the applicant will satisfy all transportation concurrency  
28 requirements through a proportionate fair share agreement shall  
29 remain allocated for a period of 12 months from the date of the  
30 conditional development order. The applicant will be required to  
31 adhere to the timeframes detailed in the concurrency management  
32 provisions of the LDC or the conditional development order will be  
33 considered null and void and the capacity will be revoked. Once the  
34 proportionate fair share agreement is approved, the allocation of capacity  
35 will be subject to the applicable conditions of items (a) through (c)  
36 above.

37  
38 **OBJ CMS 1.3 Standards**  
39  
40 **Establish concurrency management system requirements and LOS**  
41 **standards.**

42  
43 **POLICIES**  
44  
45 **CMS 1.3.1 Consistency with Comprehensive Plan.** No development activity  
46 may be approved unless it is found that the development is consistent with the



1 Escambia County Comprehensive Plan and that the provision of the facilities  
2 enumerated in CMS 1.2.2 will be available at prescribed LOS concurrent with the  
3 impact of the development on those facilities.

4  
5 CMS 1.3.2 **Minimum Requirements.** At a minimum, the Concurrency  
6 Management System shall ensure that at least one of the following standards will  
7 be met prior to issuance of a development permit or order:

- 8  
9 a. The necessary facilities and services are in place at the time a  
10 development permit is issued; or  
11 b. A development permit is issued subject to the condition that the  
12 necessary facilities and services will be in place and available to serve  
13 the new development at the time of the issuance of a certificate of  
14 occupancy; or  
15 c. The necessary facilities are under construction at the time a permit is  
16 issued. This provision only relates to parks and recreation facilities and  
17 roads; or  
18 d. The necessary facilities and services are the subject of a binding  
19 executed contract for the construction of the facilities or the provision of  
20 services at the time the development permit is issued. This provision only  
21 relates to parks and recreation facilities. The LDC will include a  
22 requirement that the provision or construction of the facility or service must  
23 commence within one year of the issuance of the development order or  
24 permit; or  
25 e. The necessary facilities and services are guaranteed in an enforceable  
26 development agreement. An enforceable development agreement may  
27 include, but is not limited to, development agreements pursuant to Section  
28 163.3220, Florida Statutes, or an agreement or development order issued  
29 pursuant to Chapter 380, Florida Statutes. For transportation facilities, all  
30 in-kind improvements detailed in a proportionate fair share agreement  
31 must be completed in compliance with the requirements of the LDC. For  
32 potable water, wastewater, solid waste, stormwater and public school  
33 facilities, any such agreement will guarantee the necessary facilities and  
34 services to be in place and available to serve the new development at the  
35 time of the issuance of a certificate of occupancy; or  
36 f. The necessary facilities needed to serve new developments are included  
37 in the first three years of the applicable Five-Year Florida Department of  
38 Transportation (FDOT) Work Program or in place or under actual  
39 construction no more than three years after the issuance, by the County,  
40 of a development order or permit. This provision only relates to roads. The  
41 Five-Year FDOT Work Program is attached herein to this ordinance as  
42 Exhibit A.  
43 g. The necessary concurrency standards for public school facilities shall  
44 be consistent with Chapter 16, Public School Facilities Element.

1 CMS 1.3.3 **LOS During Construction.** The provisions of CMS 1.3.2 above  
2 notwithstanding, the prescribed LOS for any system or systems may be  
3 downgraded during construction of new facilities if, upon completion of the new  
4 facilities, the prescribed LOS will be met and maintained.

5  
6 CMS 1.3.4 **LOS Standards.** The adopted LOS standards in this ordinance are as  
7 indicated in the following policies:

8	9	10	11	12	13	14	15	16	17	18	19	20	21
	<b>LOS</b>												
	Roads												
	Mass Transit												
	Wastewater												
	Solid Waste												
	Stormwater Management												
	Potable Water												
	Recreation/Open Space												
	Public Schools												

22 CMS 1.3.5 **Phased construction.** The construction of any development project  
23 may be phased or staged so as to coincide with the phased or staged  
24 construction of infrastructure facilities so that the LOS for such facilities are  
25 maintained upon completion of each phase or stage of the development project.

26  
27 **OBJ CMS 1.4 Methods**

28  
29 **Establish the quantitative methods for determining LOS compliance and**  
30 **maintaining LOS standards.**

31  
32 **POLICIES**

33  
34 CMS 1.4.1 **Responsibility.** The LDC shall designate responsibility within the  
35 Escambia County government for determining prior to the issuance of a  
36 development order or building permit whether LOS standards are met and will be  
37 maintained. The LDC may place the burden of demonstrating compliance upon  
38 the developer or applicant. To be approved, applications for development  
39 approval shall provide sufficient information showing compliance with LOS  
40 standards.

41  
42 CMS 1.4.2 **Quantitative Methods.** The LDC shall include quantitative methods  
43 for determining LOS that may be impacted by any particular development  
44 application. In addition, the LDC will fully describe the process for a finding of  
45 compliance with LOS.

46

1 CMS 1.4.3 **Impact Calculation.** The LDC shall include standardized quantitative  
2 methods to be used in determining the impact of any proposed development  
3 upon the public facilities and services within the County (roads, stormwater,  
4 potable water, wastewater, solid waste, recreation and open space, and public  
5 schools).

6  
7 Applications for development approval shall include the projected impact upon  
8 public facilities and services upon occupancy or use of the proposed  
9 development. Any deviation from the standardized methods within the LDC must  
10 have the prior approval of the BCC before such data may be used for  
11 determining or projecting impacts of the proposed development.

12  
13 CMS 1.4.4 **Exemption to concurrency requirement.** For the purpose of issuing  
14 a development order or permit, a proposed development may be deemed to have  
15 a de minimis impact and may not be subject to the concurrency requirements of  
16 ~~Rule 9J-5.0055(3)(c) 1-4, Florida Administrative Code,~~ only if all of the conditions  
17 specified in Section 163.3180(6), Florida Statutes, are met.

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**Chapter 7 Future Land Use Element.**

The purpose and intent of the Future Land Use Element is to establish future land patterns that support and encourage compact, mixed-use urban development, support transit, reduce vehicle miles traveled and reduce greenhouse gases. The Future Land Use Element shall also provide a clear separation between urban, suburban and rural areas and provide protection for existing agricultural areas.

**GOAL FLU 1 FUTURE DEVELOPMENT PATTERN**

**Escambia County shall implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.**

**OBJ FLU 1.1 Growth Strategies**

**Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.**

**POLICIES**

**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). The 2030 FLUM is attached herein to this ordinance as Exhibit B.

**FLU 1.1.2 Land Development Code.** Escambia County shall adopt and maintain within a Land Development Code (LDC) those specific and detailed provisions necessary and desirable to implement goals, objectives, and policies of the Comprehensive Plan. The provisions shall include regulations for use of land and water, subdivision of land, flood-prone areas, on-site vehicular use, stormwater drainage, signage, and concurrency of infrastructure and services. LDC regulations shall also provide for open space, compatibility of adjacent uses, correction of nonconforming uses and structures, and protection of potable water sources, environmentally sensitive lands, and other natural resources. Additionally, the LDC shall document the administrative processes necessary to implement its regulations, including development approval and permitting, rezoning, appeal of administrative decisions, variances or exceptions to

1 standards, and public notification of those processes. Other policies within the  
2 Comprehensive Plan may prescribe more specific LDC content.

3

4 **FLU 1.1.3 Principles and Methodologies.** Escambia County shall ensure that  
5 all future development is consistent with accepted planning principles and  
6 professionally accepted methodologies.

7

8 **FLU 1.1.4 Zoning Districts.** Escambia County shall, through LDC provisions,  
9 utilize various zoning districts to implement land use, density, intensity, and other  
10 development standards consistent with accepted planning principles and the  
11 designated future land use categories of the Comprehensive Plan and FLUM.  
12 Within a given future land use category there shall be one or more implementing  
13 zoning districts, and development standards for each parcel shall be those of the  
14 applicable zoning district. Additionally, the County shall adopt and maintain  
15 parcel-based zoning district maps, and the LDC shall contain provisions for map  
16 amendments (rezoning), including the minimum criteria necessary for approval of  
17 an amendment.

18

19 **FLU 1.1.5 Density Clustering:** The LDC shall include provisions for density  
20 clustering outside of the site areas intended for preservation and within the site  
21 areas intended for development.

22

23 **FLU 1.1.6 Subdivision Regulations.** Escambia County shall, through LDC  
24 provisions, apply uniform subdivision regulations, including requirements to  
25 provide paved roads and stormwater management.

26

27 **FLU 1.1.7 Performance-oriented Controls.** The LDC shall include performance  
28 oriented land development controls. These are intended to protect and preserve  
29 important natural resources; provide incentives for design improvements to  
30 existing subdivisions and neighborhoods and encourage better design for newly  
31 proposed subdivisions or neighborhoods; provide incentives for minimizing  
32 adverse impacts on adjacent lands or uses; and encourage a mix of housing  
33 types.

34

35 **FLU 1.1.8 Planned Unit Development.** Escambia County shall, through LDC  
36 provisions, promote and encourage the use of the Planned Unit Development  
37 (PUD) process that will allow expansion of uses, increased site specific densities,  
38 clustering, or other incentives to achieve innovative land use design superior to  
39 that produced by the strict application of standard development regulations.  
40 Generally, the PUD process shall be limited to a development that is planned,  
41 developed, and considered as a single project. The LDC shall establish minimum  
42 PUD design criteria, including minimum site area and open space.

43

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

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

4  
5 **FLU 1.1.10 Locational Criteria.** The LDC shall include locational criteria for  
6 broad categories of proposed non-residential land uses. The site criteria for such  
7 uses shall address the transportation classification of, and access to, adjoining  
8 streets, the proximity of street intersections and large daily trip generators (i.e.  
9 college or university), the surrounding land uses, the ability of a site to  
10 accommodate the proposed use while adequately protecting adjoining uses and  
11 resources, and other criteria that may be appropriate to those categories of uses.

12  
13 **FLU 1.1.11 Public Schools.** Escambia County shall coordinate with the  
14 Escambia County School Board to plan the siting and development of public  
15 schools, consistent with the Intergovernmental Coordination and Public Schools  
16 Facilities Elements. Schools shall be collocated with parks or other civic uses  
17 such as public libraries where possible, to promote joint use of facilities and  
18 encourage compact land use patterns. Schools shall be located in close  
19 proximity to residential areas and accessible by various modes of transportation.

20  
21 **FLU 1.1.12 Family Conveyance Exception.** Escambia County shall, through  
22 LDC provisions, continue to allow property owners to convey parcels of property  
23 to a grandparent, parent, step-parent, adopted parent, sibling, child, step-child,  
24 adopted child or grandchild for use solely as a homestead by that individual  
25 without regard to maximum residential densities established in the applicable  
26 zoning districts. However, the LDC may impose other limitations. The family  
27 conveyance provision shall apply only once to any individual.

28  
29 **FLU 1.1.13 Administrative Appeal Procedure.** Consolidation of future land use  
30 categories and zoning districts on the 2030 FLUM and associated Zoning Map is  
31 intended to simplify administration while respecting private property rights. Any  
32 property owner contending that a parcel of land had greater development rights  
33 under the future land use and zoning in place prior to the adoption of the 2030  
34 FLUM and associated Zoning Map may submit a written request to the County  
35 for a determination under the vested rights provisions of the LDC.

36  
37 **OBJ FLU 1.2 Historic Resources**

38  
39 **Protect and preserve Escambia County's historical resources.**

40  
41 **POLICIES**

42  
43 **FLU 1.2.1 State Assistance.** Escambia County shall utilize all available  
44 resources of the Florida Department of State, Division of Historical Resources in  
45 the identification of archeological and/or historic sites or structures within the  
46 County. The County will utilize guidance, direction and technical assistance

1 received from this agency to develop provisions and regulations for the  
 2 preservation and protection of such sites and structures. In addition, the County  
 3 will utilize assistance from this agency together with other sources, such as the  
 4 University of West Florida, in identifying newly discovered historic or  
 5 archaeological resources. The identification will include an analysis to determine  
 6 the significance of the resource.

7  
 8 **FLU 1.2.2 LDC Provisions.** Escambia County shall include provisions in the  
 9 LDC that require identification and preservation of significant archeological  
 10 and/or historic sites or structures within the County. The provisions will include  
 11 protection for all sites listed on the Florida Master Site File and will be developed  
 12 in cooperation with the Department of State, Division of Historical Resources.  
 13 The provisions also will include requirements that provide for the cessation of  
 14 land disturbing activities any time artifacts with potential historical significance  
 15 are revealed during construction activities on any site with potential historical  
 16 significance. The purpose of the cessation is to allow time to determine the  
 17 significance of any artifact or historical evidence found on the site. Normally,  
 18 determinations will be made by those approved to make such determinations by  
 19 the Division of Historical Resources.

20  
 21 **FLU 1.2.3 Density Clustering.** Escambia County shall include density clustering  
 22 provisions in the LDC to protect significant historical or archaeological sites. The  
 23 density clustering provisions will allow for historical or archaeological areas within  
 24 a larger site to remain intact and an appropriate proportion of the density that  
 25 may otherwise have been permitted within those areas to be clustered on a non-  
 26 sensitive portion of the site.

27  
 28 **OBJ FLU 1.3 Future Land Use Map Designations**

29  
 30 Designate land uses on the FLUM to discourage urban sprawl, promote mixed  
 31 use, compact development in urban areas, and support development compatible  
 32 with the protection and preservation of rural areas.

33  
 34 **POLICIES**

35  
 36 **FLU 1.3.1 Future Land Use Categories.** General descriptions, range of  
 37 allowable uses and residential densities and non-residential intensities for all  
 38 future land use categories in Escambia County are outlined in Table 1.

39  
 40

<b>FLUM Designation</b>	<b>General Descriptions</b>	<b>Range of Allowable Uses</b>	<b>Standards</b>
Agriculture (AG)	Intended for routine agricultural and silvicultural related activities and very low density residential	<ul style="list-style-type: none"> <li>• Agriculture</li> <li>• Silviculture</li> <li>• Residential</li> <li>• Recreational</li> </ul>	<b>Residential</b> Minimum Density: None  Maximum Density: 1

	uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.	<ul style="list-style-type: none"> <li>• Public and Civic</li> <li>• Limited Ancillary or Supportive Commercial</li> </ul>	du/20 acres  <b>Non-Residential</b> Minimum Intensity: None  Maximum Intensity: 0.25 Floor Area Ratio (FAR)
Rural Community (RC)	Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.	<ul style="list-style-type: none"> <li>• Agriculture</li> <li>• Silviculture</li> <li>• Residential</li> <li>• Recreational Facilities</li> <li>• Public and Civic</li> <li>• Compact, traditional neighborhood supportive commercial</li> </ul>	<b>Residential</b> Minimum Density: None  Maximum Density: 2 du/acre  <b>Non-Residential</b> Minimum Intensity: None  Maximum Intensity: 0.25 Floor Area Ratio (FAR)
Mixed-Use Suburban (MU-S)	Intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses.	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Retail and Services</li> <li>• Professional Office</li> <li>• Recreational Facilities</li> <li>• Public and Civic</li> </ul>	<b>Residential</b> Minimum Density: 2 du/acre  Maximum Density: 10 du/acre  <b>Non-Residential</b> Minimum Intensity: None  Maximum Intensity: 1.0 Floor Area Ratio (FAR)  Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:



			<p>a) Residential – 8% to 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>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 Urban (MU-U)	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.	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Retail and Services</li> <li>• Professional Office</li> <li>• Light Industrial</li> <li>• Recreational Facilities</li> <li>• Public and Civic</li> </ul>	<p><b>Residential</b> Minimum Density: 3.5 du/acre</p> <p>Maximum Density: 25 du/acre</p> <p><b>Non-Residential</b> Minimum Intensity: 0.25 Floor Area Ratio (FAR)</p> <p>Maximum Intensity: 2.0 Floor Area Ratio (FAR)</p> <p>Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways</p>

			<p>or transit corridors by 2030:</p> <p>a) Residential – 8% to 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>
<p>Mixed-Use Perdido Key (MU-PK)</p>	<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</p>	<p><b>Residential</b></p> <p>Minimum Density: None</p> <p>Maximum Density: <del>5</del> <u>25</u> 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>commercial uses allowed will be strictly controlled pursuant to the Perdido Key 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><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: 1.1 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>
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	The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is	Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation.

	<p>encourage innovative land development types and arrangements.</p> <p>Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units.</p>	<p>included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida.</p> <p>Other allowable uses include public utilities and facilities, religious and educational facilities and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or commercial development of a specified parcel within this category. Further, provisions within the Land Utilization Plan provide that environmental studies be completed prior to approving any development or use of the specified parcel.</p>	<p>Also, densities may be increased, decreased or transferred on any particular parcel to provide protection to important natural resources, accommodate the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community.</p> <p>Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.</p>
Commercial (C)	Intended for professional office, retail, wholesale, service and general business trade. Residential development may be	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Retail and Services</li> <li>• Professional Office</li> <li>• Light Industrial</li> <li>• Recreational Facilities</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: 25 du/acre</p>

	permitted only if secondary to a primary commercial development.	<ul style="list-style-type: none"> <li>Public and Civic</li> </ul>	<p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>
Industrial (I)	Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.	<ul style="list-style-type: none"> <li>Light to Intensive Industrial</li> <li>Ancillary Retail and Office</li> <li>No new residential development is allowed</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: None</p> <p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>
Conservation (CON)	Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.	<ul style="list-style-type: none"> <li>Passive parks and trails</li> <li>Preservation lands</li> <li>Educational uses that use natural amenities for public benefit</li> <li>No new residential development is allowed</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: None</p> <p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: None</p>
Recreation (REC)	Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.	<ul style="list-style-type: none"> <li>Active and passive recreation activities and amenities</li> <li>Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields</li> <li>Meeting halls and the like</li> <li>No new residential development is allowed</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: None</p> <p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: 0.5 Floor Area Ration (FAR)</p>

Public (P)	Provides for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies.	<ul style="list-style-type: none"> <li>• Public Parks</li> <li>• Local, Regional, State or Federal Facilities</li> <li>• Public structures or lands</li> <li>• Quasi-public Facilities providing public services</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: None</p> <p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: None</p>
------------	---	---	---

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

**OBJ FLU 1.4 Protect Existing Communities**

**Escambia County shall protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.**

**POLICIES**

**FLU 1.4.1 Nonconformity.** Escambia County shall prohibit expansion of nonconforming land uses or structures within the County. The LDC shall restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

**FLU 1.4.2 Code Enforcement.** Escambia County shall conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations; this process shall continue to use a hearing examiner (code enforcement special magistrate) when appropriate.

**OBJ FLU 1.5 Sustainable and Energy Efficient Development**

**Escambia County shall promote sustainable and energy efficient development by encouraging compact, mixed- and multi-use land use patterns.**

**POLICIES**

**FLU 1.5.1 Reduction of Green House Gases and Single Occupant Vehicle Trips.** The County will direct growth toward lands designated for higher intensity, mixed use development, especially the Mid-West Sector Plan Overlay area and major transportation corridors in the Mixed Use Urban Future Land Use category, to encourage compact, mixed or multiple use developments that are walkable and can be served by public transportation, thereby establishing opportunities for

1 reduced reliance on single occupant vehicle trips and reduction in automobile  
2 generated greenhouse gas emissions.

3  
4 **FLU 1.5.2 Use of Planned Unit Development.** Escambia County shall support  
5 the use of the Planned Unit Development process to create developments that  
6 incorporate sustainable development practices, including:

- 7  
8 a. A variety of nonresidential uses in close proximity to residential uses;  
9 b. A variety of uses mixed as compact vertical or horizontal development;  
10 c. Active first floor retail and service uses in multi story buildings;  
11 d. Convenient access to typical daily needs;  
12 e. A system of streets that are attractive and safe for pedestrians and  
13 bicycle use;  
14 f. Walking/bicycling trails and wide pedestrian sidewalks as referenced in  
15 Chapter 8, Mobility Element and the Safe Routes to Schools Program;  
16 g. Greenspaces, such as pocket parks, trails, greenbelts and natural  
17 areas; and  
18 h. Travel mode choice, including walking, bicycling, bus/transit and  
19 automobile.  
20

21 **FLU 1.5.3 New Development and Redevelopment in Built Areas.** To promote  
22 the efficient use of existing public roads, utilities and service infrastructure, the  
23 County will encourage redevelopment in underutilized properties to maximize  
24 development densities and intensities located in the Mixed Use-Suburban, Mixed  
25 Use-Urban, Commercial and Industrial Future Land Use districts categories (with  
26 the exception of residential development).  
27

28 **FLU 1.5.4 Compact Development and Maximum Densities and Intensities.**  
29 To ensure developments are designed to be compact and to accommodate travel  
30 mode choice, especially for short, local trips, the County will require minimum  
31 densities in the Mixed-Use-Suburban Future Land Use category and encourage  
32 the maximum densities and intensities in the Mixed Use-Urban Future Land Use  
33 category.  
34

## 35 **GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES**

36  
37 **Escambia County shall promote urban strategies for compact**  
38 **development, efficient provision of infrastructure and urban services, and**  
39 **the protection of natural resources. Urban strategies shall include infill**  
40 **development, mixed-use development and coordinated land use and**  
41 **transportation planning.**  
42

### 43 **OBJ FLU 2.1 Urban Development**

44  
45 **Direct growth toward those areas where infrastructure and services exist to**  
46 **support development at approved densities and intensities.**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**POLICIES**

**FLU 2.1.1 Infrastructure Capacities.** Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

**FLU 2.1.2 Compact Development.** To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

**FLU 2.1.3 CHHA Density.** Consistent with the goals, objectives and policies of the Coastal Management Element, Escambia County will not support rezonings and FLUM amendments to categories allowing higher densities within the Coastal High Hazard Area (CHHA).

**FLU 2.1.4 Residential Density and Non-residential Intensity Bonuses.** Through specific LDC criteria that implement the urban development objective, mixed use projects may be allowed to be developed above the maximum residential density and non-residential intensity permitted in the zoning district but not to exceed the FLU limits.

**OBJ FLU 2.2 Provision of Public Services**

**Promote orderly and balanced growth and development as a fiscal management technique to provide cost-efficient public services and facilities.**

**POLICIES**

**FLU 2.2.1 Location.** Public facilities and services shall be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment and levels of efficiency shall be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the Emerald Coast Utilities Authority, other water and/or sewer providers and state or federal agencies with



1 facilities located in the County or with plans to expand existing facilities or create  
2 new facilities in the County. Among other things, it is the intent of this policy that  
3 public facilities and services are available to support the densities and intensities  
4 of uses provided by this plan and the FLUM and that there is adequate and  
5 suitable land available for such utility facilities.

6  
7 **FLU 2.2.2 Land Acquisition.** Escambia County shall include land acquisition  
8 within its Capital Improvements Element and its Capital Improvements Program  
9 (CIP) when necessary to provide for public lands for County owned facilities.

10  
11 **FLU 2.2.3 Right-of-way Dedication.** Escambia County shall continue to require  
12 dedication of adequate rights-of-way as approved by the County.

13  
14 **FLU 2.2.4 Existing Facilities.** Prior to embarking on the construction of new  
15 capital improvements, Escambia County will consider the feasibility of upgrading  
16 or rehabilitating existing facilities to determine if the rehabilitation of present  
17 facilities would be in the best interest of the County and its citizens.

18  
19 **OBJ FLU 2.3 Infill Development**

20  
21 **Encourage infill development in appropriate urbanized areas where**  
22 **infrastructure is sufficient to meet demands, such as in MU-U and MU-S.**

23  
24 **POLICIES**

25  
26 **FLU 2.3.1 Area Designation.** The Englewood and Brownsville Redevelopment  
27 Areas, as adopted by the BCC, are hereby designated as an Urban Infill and  
28 Redevelopment Area in conformance with Section 163.2514(2), Florida Statutes.  
29 The County shall pursue similar designation for the remaining adopted  
30 redevelopment areas.

31  
32 **FLU 2.3.2 Community Redevelopment Areas.** Escambia County shall use its  
33 fiscal resources to encourage infill residential, commercial and public  
34 development, particularly in the Community Redevelopment Areas.

35  
36 **OBJ FLU 2.4 Community Redevelopment**

37  
38 **The Community Redevelopment Agency (CRA) will continue to implement**  
39 **the recommendations of the 1995 Community Redevelopment Strategy, as**  
40 **may be updated from time to time.**

41  
42 **POLICIES**

43  
44 **FLU 2.4.1 Strategy.** The CRA and other County agencies shall implement the  
45 recommendations of the 1995 Community Redevelopment Strategy through the

1 Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment  
2 Plans, as may be updated from time to time.

3  
4 **FLU 2.4.2 Block Grants.** Escambia County shall direct its Community  
5 Development Block Grant (CDBG) efforts primarily to the Community  
6 Redevelopment Areas, but in any case, the program requirements promulgated  
7 by the U.S. Department of Housing and Urban Development (HUD) shall be met.

8  
9 **FLU 2.4.3 Unsafe Conditions.** Escambia County shall utilize and administer its  
10 provisions for removal or repair of structures that are unsafe or constitute a  
11 health hazard. Also, the County will continue to target CDBG funds primarily for  
12 improvement to areas or structures where unsafe or substandard conditions  
13 exist.

14  
15 **FLU 2.4.4 Needs Identification.** Escambia County shall identify neighborhoods  
16 showing initial signs of distress and evaluate the need for revitalization and  
17 enhancement, which is anticipated to be complete by December 2011.  
18 Distressed neighborhoods may be scheduled for targeted code enforcement and  
19 for supplemental public infrastructure and park improvements through the CIP.

20  
21 **GOAL FLU 3 RURAL STRATEGIES**

22  
23 **Escambia County shall promote rural strategies, including protecting**  
24 **agriculture, silviculture and related activities, protecting and preserving**  
25 **natural resources and guiding new development toward existing rural**  
26 **communities.**

27  
28 **OBJ FLU 3.1 Rural Development**

29  
30 **All new development within rural areas, including commercial**  
31 **development, that is compatible with the protection and preservation of**  
32 **rural areas, shall be directed to existing rural communities.**

33  
34 **POLICIES**

35  
36 **FLU 3.1.1 Infrastructure Expenditures.** Escambia County shall limit the  
37 expenditure of public funds for infrastructure improvements or extensions that  
38 would increase the capacity of those facilities beyond that necessary to support  
39 the densities and intensities of use established by this plan unless such  
40 expenditures are necessary to implement other policies of this plan.

41  
42 **FLU 3.1.2 Water Facility Extensions.** Escambia County shall coordinate with  
43 potable water providers on any extensions of potable water facilities in rural area.

44  
45 **FLU 3.1.3 FLUM Amendments.** During consideration of FLUM amendments,  
46 Escambia County shall consider the impacts of increased residential densities to

1 the agriculture and silviculture industries and public facility maintenance and  
2 operation expenditures (i.e. roads, water, sewer, schools,) needed to serve the  
3 proposed development.

4  
5 **FLU 3.1.4 Rezoning.** Escambia County shall protect agriculture and the rural  
6 lifestyle of northern Escambia County by permitting rezonings to districts allowing  
7 higher residential densities in the Rural Community (RC) future land use  
8 category.

9  
10 **FLU 3.1.5 New Rural Communities.** To protect silviculture, agriculture and  
11 agriculture-related activities Escambia County shall not support the  
12 establishment of new rural communities.

13  
14 **FLU 3.1.6 Residential Clustering.** Clustering of residential units in the  
15 Agriculture (AG) and Rural Community (RC) future land use categories shall only  
16 be permitted for subdivisions of 10 or more dwelling units, with preservation of at  
17 least 80 percent of the project site in a perpetual conservation easement as  
18 contemplated in, Section 704.06, F.S., and in conjunction with a PUD to ensure  
19 the project is compatible with surrounding properties and protects the rights of  
20 adjacent property owners. The minimum lot size shall be ¼ acre and the  
21 maximum residential density permitted in the future land use category shall not  
22 be exceeded.

23  
24 **FLU 3.1.7 Farm Worker Housing.** Group quarters, temporary housing, and  
25 other residential structures for the use of permanent and/or temporary farm  
26 workers may be permitted in areas of agricultural activity. Although, in no case  
27 shall such uses exceed the maximum intensity specified in the applicable future  
28 land use category or densities exceed 8 dwelling units per gross acre. This  
29 provision is intended to preserve and promote agricultural uses by making it  
30 possible for farm workers to both work and reside on or near property devoted to  
31 agricultural uses.

32  
33 **FLU 3.1.8 Conservation Subdivisions.** Escambia County shall, by December  
34 2012, review the appropriateness of allowing conservation subdivisions in the  
35 future land use categories.

36  
37 **GOAL FLU 4 MILITARY INSTALLATIONS**

38  
39 **Escambia County shall support the missions of local military installations.**

40  
41 **OBJ FLU 4.1 Compatibility and Encroachment.**

42  
43 **Recognize the economic and historical significance of retaining local**  
44 **military installations and address compatibility and encroachment issues**  
45 **through implementation of the recommendations of the 2003 Joint Land**  
46 **Use Study (JLUS).**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**POLICIES**

**FLU 4.1.1 Planning Objective.** Escambia County shall consider the protection of public health, safety and welfare as a principal objective of land use planning around military airfields.

**FLU 4.1.2 Airfield Influence Planning Districts.** Escambia County shall provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners, and protecting the health, safety and welfare of citizens living in close proximity to military airfields. The overlay districts shall require density and land use limitations, aviation easements, building sound attenuation, real estate disclosures, and Navy (including other military branches where appropriate) review of proposed development based on proximity to Clear Zones, Accident Potential Zones (APZs), aircraft noise contours, and other characteristics of the respective airfields. The districts and the recommended conditions for each are as follows:

- A. *Airfield Influence Planning District--1 (AIPD-1):* Includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield.
  - 1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
  - 2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
  - 3. Required dedication of aviation easements to the county for subdivision approval and building permit issuance; and
  - 4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
  - 5. Required disclosure for real estate transfers.

- B. *Airfield Influence Planning District--2 (AIPD-2):* Includes land that is outside of the AIPD -1 but close enough to the airfield that it may affect, or be affected by, airfield operations.
  - 1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
  - 2. Required dedication of aviation easements to the county for subdivision approval and building permit issuance; and
  - 3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and

- 1 4. Required disclosure for real estate transfers; and
- 2 5. No County support of property rezonings that result in
- 3 increased residential densities in excess of JLUS
- 4 recommendations.
- 5

6 The three installations in Escambia County - Naval Air Station Pensacola  
7 (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized  
8 differently. Therefore, the size and designations of the AIPD Overlays vary  
9 according to the mission of that particular installation. The Escambia County  
10 Land Development Code details and implements the recommendations. The  
11 AIPD Overlays Map is attached herein to this ordinance as Exhibit C.

12  
13 **FLU 4.1.3 Infrastructure Impacts.** Escambia County shall review, in  
14 coordination with other agencies or organizations that provide necessary  
15 infrastructure (i.e. streets and utilities), the possible growth-inducing impacts of  
16 service extensions into AIPD's.

17  
18 **FLU 4.1.4 Information Access.** Escambia County shall continue to maintain an  
19 interactive page on its website as a tool for all users to access information  
20 concerning airfield influence planning districts, noise zones and accident  
21 potential zones. The County is committed to continuous improvement and  
22 expansion of the website, with links to other information sources as needed.

23  
24 **FLU 4.1.5 Land Acquisition.** Escambia County shall seek dedicated sources of  
25 funds for acquiring the development rights or outright purchase of select lands for  
26 public purpose. The land acquisition program shall be designed to serve multiple,  
27 complementary goals, including the elimination of possible development from  
28 lands near airfields, the protection of the environment, the maintenance of  
29 agricultural uses, and the conservation of quality open spaces.

30  
31 **FLU 4.1.6 Supporting Infrastructure.** Section 288.980(4), Florida Statutes,  
32 creates the "Defense Infrastructure Grant Program" to support local infrastructure  
33 projects deemed to have a positive impact on the military value of installations  
34 within the state. Escambia County shall support and proceed with infrastructure  
35 projects that would have a positive impact on local military installations, pursuing  
36 all assistance available.

37  
38 **FLU 4.1.7 Military Representation.** Pursuant to Section 163.3175, Florida  
39 Statutes, a representative of the military installations located within Escambia  
40 County shall be placed on the Planning Board as an ex officio, nonvoting  
41 member. The selection of the representative will initially be by a Memorandum of  
42 Agreement between the Commanding Officers of Naval Air Station Pensacola  
43 and Naval Air Station Whiting Field. The Interlocal Agreement with the Navy  
44 details the procedures and responsibilities of both parties.

1 FLU 4.1.8 **JLUS Implementation.** The Local Planning Agency, the Planning  
2 Board, shall function as the JLUS Implementation Oversight Committee to guide  
3 the implementation of technically sound, community-based, collaborative  
4 planning. The duties of the JLUS Implementation Oversight Committee shall  
5 include, at a minimum, annual meetings, with others scheduled as necessary, to:

- 6
- 7 a. Monitor the timely completion of the implementation of the JLUS  
8 recommendations; and
- 9 b. Make policy decisions and recommendations concerning the JLUS  
10 implementation to the BCC; and
- 11 c. Monitor the effectiveness of the implemented recommendations in  
12 controlling encroachment; and
- 13 d. If necessary in the future, recommend additional measures to ensure  
14 compatible development in the AIPD's.

15  
16 **GOAL FLU 5 MID-WEST ESCAMBIA COUNTY OPTIONAL SECTOR PLAN**

17  
18 **Escambia County shall utilize the Optional Sector Plan process to**  
19 **encourage cohesive and sustainable development patterns within central**  
20 **Escambia County, emphasizing urban form and the protection of regional**  
21 **resources and facilities.**

22  
23 **OBJ FLU 5.1 Conceptual Long-term Build-out Overlay**

24  
25 **Adopt a conceptual long-term buildout overlay for the Mid-West Optional**  
26 **Sector Plan area as authorized by the Florida Department of Community**  
27 **Affairs.**

28  
29 **POLICIES**

30  
31 FLU 5.1.1 The Long-Range Conceptual Framework Map, attached and  
32 incorporated in this Ordinance as Exhibit D, identifies the location, type and  
33 extent of land uses, regionally significant public facilities, and regionally  
34 significant natural resources. This area shall be depicted on the Future Land Use  
35 Map as the Optional Sector Plan (OSP) and be evaluated in future statutorily  
36 required evaluation & appraisal reports.

37  
38 FLU 5.1.2 Development within the OSP area shall support and further the  
39 following general principles:

- 40 Economic Development
- 41 a. Promote economic development and job creation
- 42 b. Promote the fiscally efficient use of land and infrastructure
- 43 c. Provide adequate retail and service opportunities to meet the needs  
44 of the surrounding community
- 45
- 46

- 1           Transportation  
2           a. Create a highly interconnected, multi-modal transportation system  
3           that efficiently links housing to employment and retail opportunities  
4           b. Develop a hierarchy of transportation corridors that would increase  
5           mobility and accessibility within the OSP while respecting existing  
6           residential development  
7           c. Create an interconnected and accessible pedestrian and bicycle  
8           network  
9           d. Reduce vehicle trips (VT) and vehicle miles traveled (VMT) through  
10          the use of compact, mixed-use and transit-oriented development  
11          patterns

- 12  
13          Environment  
14          a. Establish a “green infrastructure” network of interconnected  
15          recreation areas and open space  
16          b. Identify, protect and when impacted by development restore key  
17          ecosystems  
18          c. Identify, protect and when impacted by development restore wildlife  
19          habitat and corridors  
20          d. Reduce greenhouse gas (GHG) emissions

- 21  
22          Community Design  
23          a. Create a hierarchy of place  
24          b. Promote compact neighborhood design  
25          c. Create neighborhoods that would provide a broad range of housing  
26          options varying in size, style, cost and type of ownership  
27          d. Provide neighborhood schools and parks within close proximity to  
28          housing consistent with Chapter 16, Public Schools Facilities  
29          Element.  
30          e. Construct resource-efficient homes and businesses

31  
32          FLU 5.1.3 The total maximum development scenario of the Mid-West Escambia  
33          County Optional Sector Plan shall be limited to 12,175,000 sq. ft. of non-  
34          residential development and 23,000 residential dwelling units. Any future  
35          amendments to this total shall result in a balanced jobs-to-housing ratio.

36  
37          **OBJ FLU 5.2 Economic Development**

38  
39          **Adopt development guidelines that implement the economic development**  
40          **principles of the Optional Sector Plan area.**

41  
42          **POLICIES**

43  
44          FLU 5.2.1 The OSP shall contain two Regional Employment Districts. The  
45          Northern Regional Employment District is intended to recognize and build upon  
46          the County’s pre-existing investment in the Central Commerce Park. The

1 Southern Regional Employment District is intended to create an immediate  
 2 opportunity for significant economic development and job creation proximate to  
 3 Interstate 10 and existing population centers.

4  
 5 The location of these districts shall be generally consistent with the conceptual  
 6 long-term buildout overlay. The intent of these districts is to support economic  
 7 development and improve the jobs-to-housing balance in central Escambia  
 8 County. These districts are intended to contain predominantly industrial,  
 9 distribution and office uses. Development within the Regional Employment  
 10 Districts shall be consistent with the following standards:

11  
 12 **Northern Regional Employment District**

13

<i>Development Standards</i>	
Maximum Size	400 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	2,500,000 sq. ft.

14 \*Net acres are to be defined as gross acreage less waterbodies  
 15 and wetlands.  
 16

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%
Recreation/Public	5%	No Maximum

17 \*Percentages apply to the Northern Regional Employment District  
 18 as a whole and not by individual parcel.  
 19

20 **Southern Regional Employment District**

21

<i>Development Standards</i>	
Maximum Size	1,600 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	8,000,000 sq. ft.

22 \*Net acres are to be defined as gross acreage less waterbodies  
 23 and wetlands.  
 24

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%
Recreation/Public	5%	No Maximum

25 \*Percentages apply to the Southern Regional Employment District  
 26 as a whole and not by individual parcel.



1  
2 FLU 5.2.2 In order to minimize public expenditures and maximize the efficient  
3 use of public infrastructure and services such as utilities and roads, development  
4 within the OSP shall be in the form of clustered, compact neighborhoods and  
5 centers.

6  
7 **OBJ FLU 5.3 Transportation**

8  
9 **Adopt development guidelines that implement the transportation principles**  
10 **of the Optional Sector Plan area.**

11  
12 **POLICIES**

13  
14 FLU 5.3.1 Transportation infrastructure within the OSP shall be designed as a  
15 network of hierarchical local, collector and arterial roadways that form a  
16 curvilinear grid pattern that respects the natural environment while providing a  
17 high degree of interconnectivity.

18  
19 FLU 5.3.2 Local and collector streets, sidewalks, bike lanes and multi-use paths  
20 shall contribute to a system of fully-connected and attractive routes from  
21 individual neighborhoods to neighborhood, village, town and employment  
22 centers. Their design should encourage pedestrian and bicycle use by being  
23 spatially defined by buildings, trees, and lighting; and by discouraging high speed  
24 vehicular traffic.

25  
26 FLU 5.3.3 Neighborhood, Village and Town Centers shall be transit-oriented and  
27 designed to accommodate current and future transit systems.

28  
29 FLU 5.3.4 Land uses adopted within the OSP shall result in an appropriate job to  
30 housing balance that reduces overall vehicle miles traveled (VMT) locating  
31 residential uses within close proximity to jobs.

32  
33 **OBJ FLU 5.4 Environment**

34  
35 **Adopt development guidelines that implement the environmental principles**  
36 **of the Optional Sector Plan area.**

37  
38 **POLICIES**

39  
40 FLU 5.4.1 "Green infrastructure" shall be defined as an interconnected network of  
41 preservation areas, open space, parks, greenbelts and other natural areas that  
42 support the function of natural systems, allow the natural management of  
43 stormwater, support wildlife migration patterns, and promote community access  
44 to recreational areas. Throughout the OSP these areas shall be constructed,  
45 restored and maintained to the greatest extent possible.

46

1 FLU 5.4.2 Wherever possible, the natural terrain, drainage and vegetation of the  
2 area shall be preserved.

3  
4 FLU 5.4.3 Environmentally sensitive areas shall be preserved in a way that will  
5 maintain their integrity as wildlife habitat consistent with the definition in Chapter  
6 3, Definitions. The County shall require mandatory clustering on the upland areas  
7 of properties that are impacted by environmentally sensitive areas; however, for  
8 those properties that lack an adequate amount of uplands, limited development  
9 in the OSP would be permitted if a taking would result.

10  
11 FLU 5.4.4 Key wildlife corridors shall be identified and protected from the impacts  
12 of development.

13  
14 FLU 5.4.5 Measures shall be implemented to reduce greenhouse gas (GHG)  
15 emissions consistent with the intent of Chapter 2008-191, Laws of Florida. The  
16 implementation of this policy shall include but not be limited to the following  
17 measures:

- 18 a. Reduction of vehicle miles traveled (VMT) by encouraging the  
19 design of compact, walkable, mixed-use, transit-oriented  
20 neighborhoods.
- 21 b. Creation of a highly interconnected, multi-modal transportation that  
22 incorporates facilities for current and future transit systems.
- 23 c. Promotion of alternative (non-fossil fuel) energy sources.

24  
25 **OBJ FLU 5.5 Community Design**

26  
27 **Adopt development guidelines that implement the community design**  
28 **principles of the Optional Sector Plan area.**

29  
30 **POLICIES**

31  
32 FLU 5.5.1 The OSP shall contain mixed-use town, village and neighborhood  
33 centers. The location of these centers shall be generally consistent with the  
34 conceptual long-term build-out overlay. The intent of these centers is to provide  
35 recreation, retail, service, and employment opportunities within close proximity to  
36 residential neighborhoods. These centers and the surrounding neighborhoods  
37 shall be linked by interconnected, multi-modal transportation corridors containing  
38 pedestrian, bicycle, public transit and auto facilities, thereby encouraging  
39 alternative forms of travel and reducing both Vehicle Trips (VT) and Vehicle Miles  
40 Traveled (VMT). Prior to site development a conceptual plan will be provided to  
41 the county to demonstrate these standards set forth below.

42  
43 **A. Town Center**

44 The Town Center is intended to be the retail center of the OSP and  
45 capture a market area approximately 5 to 15 miles in size. The design of  
46 the Town Center is intended to be compact, mixed-use and similar in

1 nature to traditional downtown cores. The Town Center shall be designed  
 2 to accommodate approximately 500,000 to 1,000,000 sq. ft. of non-  
 3 residential uses predominantly comprised of retail and office space. The  
 4 Town Center shall contain significant residential opportunities. Residential  
 5 uses shall be limited to multi-family units which may be located above  
 6 ground floor office or retail uses. In addition, higher density single-family  
 7 development may occur within ½ mile of the Town Center. Development  
 8 within the Town Center shall be consistent with the following standards:  
 9

<i>Development Standards</i>	
Maximum Size	500 net acres*
Maximum FAR	1.0
Maximum Gross Floor Area	1,200,000 sq. ft.
Minimum Residential Density	10.0 du. ac.

10 *\*Net acres are to be defined as gross acreage less*  
 11 *waterbodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	30%	50%
Office	20%	40%
Commercial	20%	40%
Industrial	Not Permitted	
Recreation/Public	15%	No Maximum

12 *\*Percentages shall be applied to the Town Center as a*  
 13 *whole and not by individual parcel.*

14 **B. Village Centers**

15 Village Centers are intended to be sub-area retail centers and capture a  
 16 market area approximately ½ to 2 miles in size. The design of Village  
 17 Centers shall be compact, mixed-use and similar in nature to traditional,  
 18 small town main streets. Village Centers shall be designed to  
 19 accommodate approximately 40,000 to 200,000 sq. ft. of non-residential  
 20 uses predominantly comprised of retail and office space. In addition,  
 21 Village Centers may contain centralized park and recreation, community  
 22 and educational facilities. Development within the Village Centers shall be  
 23 consistent with the following standards:  
 24  
 25  
 26  
 27

<i>Development Standards</i>	
Maximum Size	40 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	200,000 sq. ft.
Minimum Residential Density	7.0 du. ac.

28 *\*Net acres are to be defined as gross acreage less*  
 29 *waterbodies and wetlands.*  
 30

1

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	20%	40%
Office	10%	25%
Commercial	15%	30%
Industrial	Not Permitted	
Recreation/Public	10%	No Maximum

*\*Percentages shall be applied to each Village Center as a whole and not by individual parcel.*

*\*\*Residential uses shall be limited to multi-family and may be located above ground floor office or commercial.*

2  
3  
4  
5  
6

**C. Neighborhood Centers**

Neighborhood Centers are intended to provide small, neighborhood serving retail and service opportunities with a market area approximately ¼ to 1 mile in size. The design of Neighborhood Centers shall be compact and pedestrian oriented. Neighborhood Centers shall be designed to accommodate approximately 1,000 to 15,000 sq. ft. of non-residential uses. In addition, Neighborhood Centers may contain centralized park and recreation, community and educational facilities. Neighborhood Centers shall be generally located as indicated on the Optional Sector Plan long-range conceptual framework map. Additional neighborhood centers may be considered where market data and analysis demonstrate the trade area will support an additional center. Development within the Neighborhood Centers shall be consistent with the following standards:

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

<i>Development Standards</i>	
Maximum Size	5 net acres*
Maximum FAR	.25
Maximum Gross Floor Area	15,000 sq. ft.
Minimum Residential Density	5.0 du. ac.

*\*Net acres are to be defined as gross acreage less waterbodies and wetlands.*

22  
23  
24

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	-	-
Office	0%	20%
Commercial	0%	35%
Industrial	Not Permitted	
Recreation/Public	20%	No Maximum

*\*Percentages shall be applied to each Neighborhood Center as a whole and not by individual parcel. \*\*Residential uses shall be limited to multi-family and must be located above ground floor office or commercial.*

25  
26  
27  
28  
29

1 FLU 5.5.2 The OSP shall contain a mixture of residential neighborhoods that vary  
2 in regards to dwelling unit type and density. The location of these neighborhoods  
3 shall be generally consistent with the conceptual long-term build-out overlay. The  
4 intent of these neighborhoods is to provide a variety of housing options and  
5 within close proximity to schools and parks as well as retail, service, and  
6 employment opportunities. The location and design of new neighborhoods shall  
7 be such that they ensure the continued protection of natural resources and  
8 existing neighborhoods, promote a strong sense of community, and provide  
9 access to nearby recreational opportunities.

10

11 **A. Traditional/Urban Neighborhoods**

12 Traditional/Urban Neighborhoods are intended to be high density,  
13 compact communities adjacent to centralized retail and service  
14 opportunities. Traditional Urban Neighborhoods shall be designed in a  
15 manner that creates a strong sense of place through the layout of the  
16 streets, arrangements of open space, appearance of streetscapes and  
17 linkage of neighborhoods to supporting services. To allow the efficient use  
18 of land and infrastructure, increase walkability and support existing and  
19 future transit systems, Traditional/Urban Neighborhoods shall be located  
20 within ½ mile of Town, Village or Neighborhood centers and contain a  
21 variety of housing types ranging on average from 5 to 25 dwelling units  
22 per gross acre. Individual sites may have density greater than 25 units per  
23 gross acre provided the average density stays within the 5 to 25 dwelling  
24 units range.

25

26 **B. New Suburban Neighborhoods**

27 Residential development greater than ½ mile from Town, Village or  
28 Neighborhood centers shall be in the form of New Suburban  
29 Neighborhoods. These neighborhoods are intended to be medium density  
30 communities comprised of a highly interconnected transportation system  
31 including pedestrian, bicycle, and automobile networks. A variety of  
32 housing types ranging from 3 to 10 dwelling units per gross acre shall be  
33 permitted.

34

35 **C. Conservation Neighborhoods**

36 Residential neighborhoods greater than 1/2 mile from Town, Village or  
37 Neighborhood centers with a density less than 2.5 dwelling units per gross  
38 acre shall only be permitted as Conservation Neighborhoods.  
39 Conservation Neighborhoods are intended to replace typical suburban  
40 neighborhoods with a more efficient and environmentally protective  
41 development pattern. Conservation Neighborhoods shall be low density,  
42 clustered communities with a distinct “edge” consisting of interconnected  
43 open space. This open space shall serve to protect and preserve areas of  
44 significant natural resources and wildlife habitat while offering passive  
45 recreational opportunities to residents. Conservation Neighborhoods shall

1 be required to preserve a minimum of 50% open space. Open space shall  
2 be preserved in perpetuity through a conservation easement.

3  
4 FLU 5.5.3 Escambia County recognizes the number of pre-existing  
5 neighborhoods within the OSP. These neighborhoods range from loosely  
6 associated subdivisions of land to historical communities with a strong sense of  
7 place. Through the Detailed Specific Area Plan (DSAP) process, residents of  
8 existing neighborhoods will be asked to provide input regarding new  
9 development within the OSP. In addition, existing neighborhoods will be provided  
10 the opportunity to either redevelop or more strongly establish their existence  
11 through the use of organizing elements such as signage and designation of a  
12 community park or center.

13  
14 FLU 5.5.4 To reduce the impacts and costs of transportation and create a  
15 neighborhood focal point, the County shall encourage the location of schools,  
16 consistent with Chapter 16, Public Schools Facilities Element, within residential  
17 neighborhoods or adjacent to centers. Co-location with community parks shall  
18 be encouraged.

19  
20 FLU 5.5.5 Residential and non-residential construction within the OSP shall  
21 promote green building principles intended to reduce overall energy and water  
22 consumption.

## 23 24 **OBJ FLU 5.6 Specific Area Plans**

25  
26 **Adopt procedures and guidelines for the development and approval of**  
27 **detailed specific area plans.**

## 28 29 **POLICIES**

30  
31 FLU 5.6.1 Development within the OSP shall be subject to the adoption of  
32 Detailed Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000  
33 acres in size and developed in sufficient detail to allow evaluation of the  
34 interrelationship of its parts and establish consistency with principles and criteria  
35 contained in FLU 5.1.1-FLU 5.5.5. Until and unless a DSAP is approved by the  
36 Escambia County Board of County Commissioners and found in compliance by  
37 the Florida Department of ~~Community Affairs~~ Economic Opportunity, the property  
38 in the OSP shall maintain the underlying future land use category (e.g.  
39 Agricultural, Rural Community, Mixed-Use Suburban) and zoning district (e.g. the  
40 agricultural, the rural community, the mixed-use low density zonings or the  
41 equivalents), except for those projects that are vested.

42  
43 All applications for development approvals (i.e. lot splits, special exceptions,  
44 variances, etc.) on any property within the OSP shall be reviewed on a case-by-  
45 case basis for the effect of such development approval on adopted or future  
46 DSAPs and in compliance with the general principles established in FLU Policy

1 5.1.2. At a minimum, development of a DSAP must include the following  
2 information:

3  
4 **I. DSAP Boundary Determination Analysis**

5 Conduct a preliminary site analysis of the proposed DSAP area to  
6 determine appropriate boundaries. This analysis shall include the  
7 following:

- 8 1. Identification of the extent and location of natural resources.
- 9 2. Identification of the environmental opportunities and constraints to  
10 development within the area.
- 11 3. Identification of the net usable land area.
- 12 4. Determination of a maximum development scenario based upon  
13 the uses, densities and intensities identified in the Conceptual  
14 Long-term Build-out Overlay.
- 15 5. A Jobs-to-housing balance assessment consistent with policy FLU  
16 5.3.4 and utilizing a professionally acceptable methodology.
- 17 6. Identification of public facilities and services available to the area;  
18 available capacity; potential deficiencies; and an approximation of  
19 necessary improvements.

20  
21  
22  
23  
24  
25  
26  
27 If a DSAP contains areas designated as Anticipated Conservation Areas on the  
28 Long-Range Conceptual Framework Map, the boundaries of those Anticipated  
29 Conservation Areas shall be finalized during the DSAP process and designated  
30 as Conservation on the Future Land Use Map as part of the DSAP plan  
31 amendment. No development shall be permitted on lands designated  
32 Conservation within a DSAP except as specifically provided for in the DSAP.  
33 Prior to the commencement of any development within a DSAP, a perpetual  
34 conservation easement meeting the requirements of Section 704.06, Florida  
35 Statutes, shall be placed over all of the lands designated Conservation within that  
36 DSAP and shall be recorded in the public records of Escambia County. The total  
37 acreage of lands subject to the conservation easement shall be no less than the  
38 total acreage of lands designated Conservation within a DSAP. The conservation  
39 easement shall be granted to, and provide for enforcement rights by, the County,  
40 the Department of ~~Community Affairs~~ Economic Opportunity, and either the  
41 Department of Environmental Protection or a recognized statewide land trust.

42  
43 The final boundaries for a DSAP must be approved by Escambia County before  
44 initiating a conceptual DSAP as described in Section II below.  
45  
46

1 **II. Conceptual DSAP**

2 The intent of the Conceptual DSAP process is to prepare an initial plan for  
3 public review and comment. A Conceptual DSAP shall address the  
4 following:

- 5
- 6 1. The location of neighborhoods, centers and regional employment  
7 districts generally consistent with the conceptual long-term buildout  
8 overlay. For neighborhoods, a computation of density shall be  
9 provided along with the permitted uses and proposed lot sizes. For  
10 centers, a computation of density and intensity shall be provided,  
11 as well as the area and percentage of land use mix consistent with  
12 the categories found in FLU 5.5.1. For regional employment  
13 districts, a computation of the area, intensity and percentage of  
14 land use mix consistent with the categories found in FLU 5.2.1 shall  
15 be provided.
- 16
- 17 2. Circulation routes for pedestrians, bicycles, transit and automobiles,  
18 including consideration for connection with the surrounding area.  
19 For each facility to be included in the DSAP, design criteria should  
20 be included addressing:
- 21 • Roadway cross-sections
  - 22 • On street parking (if applicable)
  - 23 • Pedestrian, Bicycle and Transit facilities
  - 24 • Landscape and streetscape standards
- 25
- 26 3. Location and size/capacity of major infrastructure components  
27 including wastewater, water, re-use water, stormwater and solid  
28 waste.
- 29
- 30 4. Design criteria proposed for each land use category proposed for  
31 the DSAP including, but not limited to:
- 32 • Typical lot size
  - 33 • Setbacks
  - 34 • Height
  - 35 • Density
  - 36 • Floor Area Ratio (commercial)
  - 37 • Signage
- 38
- 39 5. Strategies for the integration of existing development.
- 40

41 The Conceptual DSAP shall be presented to the public at an information  
42 workshop. This workshop is to be advertised in a manner consistent with Chapter  
43 4, Public Participation. In addition, each property owner in the DSAP and each  
44 property owner within 1,000 feet of the boundary of the DSAP must be notified of  
45 the workshop. Substantial compliance with the provisions of this policy regarding  
46 the various methods for providing notice shall be sufficient to constitute notice to



1 all affected parties. Comments from the public must be documented and included  
2 in a report to Escambia County.

3  
4 **III. Preliminary DSAP.**

5 Based on the results of the informational workshop described in Section  
6 II., prepare a Preliminary DSAP shall be prepared. At a minimum, this plan  
7 shall consist of the following elements:

8  
9 1. Statement of the community goals and objectives to be  
10 accomplished by the DSAP.

11  
12 2. DSAP exhibits including:

13  
14 a. A detailed land use plan indicating the distribution, extent  
15 and location of future land uses, including the proposed  
16 locations for transportation facilities (auto, transit, bike,  
17 pedestrian), major community services (water and  
18 wastewater plants, fire and police substations, government  
19 buildings), neighborhood school(s), parks and any  
20 conservation areas.

21  
22 b. A detailed public facilities plan identifying regionally  
23 significant public facilities, including public facilities outside  
24 the jurisdiction of Escambia County, anticipated impacts of  
25 future land uses on these facilities and required  
26 improvements consistent with Chapter 9J-2, Florida  
27 Administrative Code. In addition, this plan shall include the  
28 following components:

29  
30 i. A transportation analysis consistent with Chapter 9J-  
31 2, indicating the general location of all arterial and  
32 collector roadways necessary to serve the DSAP,  
33 their right-of-way width, and design cross section. It  
34 should also address the proposed location of transit  
35 routes and the manner in which they can be  
36 integrated into the regional transportation system. The  
37 general location of all bikeways and pedestrian paths  
38 should demonstrate access to all schools, commercial  
39 and civic areas from any point in the DSAP. The  
40 transportation analysis should be accompanied by a  
41 report demonstrating the impact on transportation  
42 facilities and documenting the timing and estimated  
43 cost for transportation improvements required by  
44 development of the DSAP. Prior to initiation of any  
45 transportation analysis, the County shall consult with  
46 the Florida Department of Transportation (FDOT)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

regarding the analysis methodology in regards to impacts to the Florida Intrastate Highway System (FIHS). Each DSAP shall analyze the cumulative traffic impact of all previously approved DSAPs on the area road network, including the FIHS. Prior to approval of any DSAP, the Florida DOT shall have the opportunity to comment on the traffic analysis in regards to impacts to any State roads.

- ii. A public improvements analysis that identifies the location and size of the water and wastewater systems necessary to support development of the DSAP. The analysis shall address demand, the location and size of plants, major distribution and collection systems, the design performance standards that will be used in the review and approval of all development plans processed for the individual land use categories, the proposed source of funding, and the approximate timing for construction.
  
- c. A housing analysis addressing the need for affordable and workforce housing within the DSAP, the ability of the DSAP to provide a sustainable balance of housing units to employment opportunities, and potential impact of the proposed plan on existing neighborhoods and infill opportunities throughout the County.
  
- d. A detailed natural resource analysis that identifies specific measures to assure the protection of regionally significant natural resources and other important resources both within and outside the jurisdiction of Escambia County, including those resources identified in Chapter 9J-2, Florida Administrative Code.
  
- e. An energy efficiency analysis addressing the ability to reduce greenhouse gas emissions and improve energy efficiency within the DSAP.
  
- f. A land use need analysis addressing the amount of land necessary to accommodate both the projected population and future employment opportunities and promote sustainable development patterns.

The Preliminary DSAP shall be presented to the public at an informational workshop as per the requirements of Section II.

1 **IV. Final DSAP and Report**

2 Refinements to the Preliminary DSAP documents, based on the  
3 informational workshop described in IV, shall be prepared. The resulting  
4 Final DSAP shall be submitted to Escambia County for review and  
5 approval by the Planning Board and Board of County Commissioners.  
6 DSAP's prepared by an individual property owner or other venture must  
7 be presented through the County planning staff to the Board of County  
8 Commissioners. The DSAP will not be effective until approved by the  
9 Escambia County Board of County Commissioners, ~~and found in~~  
10 ~~compliance by the Florida Department of Community Affairs.~~

11  
12 **V. Changes to an Existing DSAP.**

13 Any addition or deletion of property or changes to the neighborhood,  
14 center or district boundaries in an approved DSAP shall ~~be processed as~~  
15 ~~an amendment to the Comprehensive Plan, following follow~~ the County's  
16 established processes. It shall include an evaluation and analysis of the  
17 impacts to the approved or planned land uses and the ability of the  
18 proposed amendment to meet the principles and guidelines outlined in this  
19 plan. Such additions or deletions shall not be designed to create remnant  
20 areas or fragmented DSAPs.

21  
22 FLU 5.6.2 Approval of zoning changes shall be based on consistency with the  
23 OSP principles and guidelines outlined in FLU 5.1.1-5.5.4. Specifically, such  
24 changes shall consider the impact on the overall DSAP in terms of the central  
25 focus of the land uses in the DSAP, with higher density in general proximity to  
26 Centers.

27  
28 FLU 5.6.3 Once a DSAP is adopted by the Board of County Commissioners, all  
29 applications for development approval (i.e., lot splits, special exceptions,  
30 variances) under the existing zoning shall be evaluated for compatibility with the  
31 adopted DSAP.

32  
33 FLU 5.6.4 Applications for a comprehensive plan amendment to establish a  
34 DSAP shall include an analysis matrix indicating compliance with the specific  
35 requirements of Sec. 163.3245, Florida Statutes.

36  
37 FLU 5.6.5 OSP design criteria shall be incorporated into the Land Development  
38 Code within one year of the adoption of the first DSAP. All development within  
39 the boundary of an adopted DSAP shall comply with the OSP design criteria and  
40 other applicable provisions of the LDC. Where OSP design criteria conflict with  
41 other LDC provisions, the OSP criteria shall govern.

42  
43 FLU 5.6.6 Should a development be proposed requiring an amendment to the  
44 OSP, which the County Local Planning Agency determines is contrary to the  
45 intent of the OSP planning concept and, therefore, should not be exempt from

1 the requirements of Section 380.06 Florida Statutes, the applicant may be  
2 required, with concurrence by the ~~FDCAFDEO~~, to be processed as a DRI.

3  
4 **OBJ FLU 5.7 Adequate Public Facilities and Services**

5  
6 **Adopt procedures and guidelines for the provision of adequate public**  
7 **facilities to serve the OSP and subsequent DSAPs.**

8  
9 **POLICIES**

10  
11 FLU 5.7.1 Each DSAP shall be evaluated to determine whether adequate public  
12 facilities and services exist or will be in existence to serve the identified needs of  
13 the DSAP.

14  
15 FLU 5.7.2 Prior to or in conjunction with the approval of an DSAP by the  
16 Escambia Board of County Commissioners, the land for the following public  
17 facilities shall be conveyed to Escambia County or a development agreement  
18 addressing the timely conveyance of such lands shall be approved by Escambia  
19 County.

- 20 • Land for identified schools sites, consistent with Chapter 16,  
21 Public Schools Facilities Element.
- 22 • Land for identified parks and recreation facilities
- 23 • Right-of-way for identified collector and arterial roadways  
24 necessary to serve the DSAP
- 25 • Land for identified potable water and wastewater treatment  
26 facilities
- 27 • Right-of-way for all utilities necessary to serve the DSAP

28  
29 FLU 5.7.3 Procedures and guidelines governing the provision of adequate public  
30 facilities and services shall not replace or supersede and provisions of the  
31 Escambia County concurrency management system.

32  
33 **OBJ FLU 5.8 Intergovernmental Coordination**

34  
35 **Adopt procedures to ensure intergovernmental coordination to address**  
36 **extrajurisdictional impacts.**

37  
38 FLU 5.8.1 To provide for intergovernmental coordination to address  
39 extrajurisdictional impacts within the jurisdiction of the Florida Department of  
40 ~~Community Affairs~~ Economic Opportunity under Chapter 9J-2, F.A.C., the County  
41 shall provide to adjacent municipalities and counties, other units of government  
42 providing services but not having regulatory authority over the use of land, state  
43 and regional regulatory agencies, and the Escambia County School Board,  
44 information and copies of appropriate material related to the applications for a  
45 DSAP. The material provided shall include information indicating issues of  
46 regional significance in the region, or containing regional policies. It shall include

1 material describing planning, permitting or review requirements of state, regional  
2 or local significance. It shall also include detailed identification of regionally  
3 significant public facilities, including public facilities outside the jurisdiction of  
4 Escambia County, anticipated impacts of future land uses on those facilities, and  
5 required improvements consistent with Chapter 9J-2, F.A.C. The adjacent  
6 municipalities, counties, other units of government and regulatory agencies shall  
7 have the opportunity to review and provide comments to the County, to ensure  
8 communication and coordination are used to minimize any potential adverse  
9 impacts.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1 **Chapter 8 Mobility Element.**

2

3 The purpose of the Mobility Element, serving as the Transportation Element, is to  
4 establish the desired and projected transportation system in Escambia County  
5 and to plan for future motorized and non-motorized traffic circulation systems.  
6 This element provides guidelines to prepare for and establish an effective multi-  
7 modal transportation system.

8

9 **GOAL MOB 1 TRANSPORTATION**

10

11 **Escambia County shall provide a safe, cost-effective and functional**  
12 **roadway and transportation system for all residents and visitors to**  
13 **Escambia County.**

14

15 **OBJ MOB 1.1 Transportation System**

16

17 **Continue to provide a safe, convenient, efficient and cost-effective**  
18 **multimodal transportation system and roadway network for present and**  
19 **future residents.**

20

21 **POLICIES**

22

23 **MOB 1.1.1 New Development.** Future developments will pay all costs and  
24 construct all roads within the development as well as existing and proposed  
25 access roads (internal and external) to Escambia County standards so that the  
26 roads, upon construction, may be accepted into Escambia County’s road system.  
27 Nothing in this policy shall be interpreted to preclude the County from requiring  
28 the development to pay all costs to the County associated with construction of  
29 any transportation improvement made necessary by the development.

30

31 **MOB 1.1.2 Level of Service (LOS) Standards.** Levels of Service (LOS) based  
32 on annualized p.m. peak hour conditions will be used to evaluate facility capacity  
33 and for issuance of development orders. LOS standards for all roadways are  
34 hereby established as shown below according to the functional classification of  
35 roadways identified on the 2005 Federal Functional Classifications Map. The  
36 Mobility Series is attached herein to this ordinance as Exhibit E. The Mobility  
37 Series includes the 2005 Federal Functional Classifications Map, the Number of  
38 Lanes – Escambia County Map, the FL-AL TPO Prioritized Bicycle & Pedestrian  
39 Projects Map, the Transportation Improvement Program FY 2010-2014 Major  
40 Projects Map, the Traffic Volume & Level of Service Report, and the FL-AL TPO  
41 Long Range Plan (future roadway). The FDOT LOS standards are also used for  
42 SIS facilities.

43

Roadway Functional Classification	Annualized P.M. Peak Hour Level of Service Standard
-----------------------------------	---

**Florida Intrastate System Roads**

Principal Arterial (SIS Rural)	B
Principal Arterial (SIS Urbanized)	C
<b>Transportation Regional Incentive Program and Emerging SIS Connector Funded Roads</b>	
Minor Arterial (Urbanized)	D
<b>Other State and Local Roads</b>	
Principal and Minor Arterial (Rural)	C
Principal and Minor Arterial (Urbanized)	D
Major and Minor Collector (Rural or Urbanized)	E

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

**MOB 1.1.3 On-site Facilities.** All new private developments, including but not limited to planned unit developments, shopping centers, multifamily residential projects and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, facilities for non-motorized transportation and sufficient vehicular parking to accommodate the needs of the development. This policy does not apply to residential subdivisions.

**MOB 1.1.4 Non-motorized Transportation.** All new public road construction projects in urban areas or community redevelopment areas shall accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

**MOB 1.1.5 Maintenance and Reconstruction Priorities.** Escambia County shall continue its practice of maintaining and/or reconstructing County roads on an “on-going” basis through implementation of the Capital Improvements Program (CIP) and Concurrency Management System. The County shall utilize CIE 1.2.2 together with any cost/benefit analysis, traffic analysis and analysis of the physical condition of the various roadways within the County. Said analyses may be performed by Escambia County or others.

**MOB 1.1.6 Participation in Transportation Planning Organization.** Escambia County will participate in and cooperate with the preparation of the Florida Alabama Transportation Planning Organization’s (TPO’s) Cost Feasible Plan and will continue its active participation with the TPO to ensure that the TPO recommendations and activities are consistent with this ordinance. In addition, the County will continue to encourage the TPO to request funding for the Florida Department of Transportation (FDOT) by the governor and the legislature.

**MOB 1.1.7 Planning for Major Commercial Use.** Applications for large-scale commercial development review shall address adequate traffic circulation, parking and access management measures that are necessary to minimize access to impacted State and County road segments, promote compatibility and functional relationship of adjacent land uses and provide adequate buffer and landscape requirements. Escambia County shall encourage joint access agreements with adjacent property owners, encourage a mix of land uses that place less traffic intensive land uses adjacent to arterial segments, provide

1 incentives for not platting commercial lots with direct access to arterial segments  
2 and apply density bonuses for converting commercial land uses to residential  
3 land uses.

4  
5 **MOB 1.1.8 Future Transportation Corridors.** Escambia County shall preserve  
6 future transportation corridors as identified in the TPO Fiscal year (FY) 2010-  
7 2014 Plan Maps MOB 2A-C. The TPO FY 2010-2014 Plan is attached herein to  
8 this ordinance as Exhibit F.

9  
10 **MOB 1.1.9 Access Management.** Escambia County shall promote access  
11 management by limiting the number of conflict points that a motorist experiences  
12 during travel; separating conflict points as much as possible when they cannot be  
13 eliminated; and control turning movements to facilitate traffic flow on affected  
14 roadways.

15  
16 **MOB 1.1.10 Commuter Assistance Programs.** Escambia County will support  
17 the TPO commuter assistance programs in order to reduce the number of vehicle  
18 miles traveled per capita in the community and region.

19  
20 **MOB 1.1.11 Cross-Access.** Escambia County will incorporate requirements for  
21 cross-access easements and connections for commercial sites in the LDC. The  
22 County will prioritize the implementation of this policy based on corridor planning  
23 efforts. The regulations will be implemented on private properties along roadways  
24 with proper connection spacing and an access management plan.

25  
26 **MOB 1.1.12 Ozone Task Force Recommendations.** Escambia County will  
27 implement the following recommendations of the 2001 Escambia County Ozone  
28 Task Force Report so as to modify peak hour demand and reduce the number of  
29 vehicle miles traveled per capita in the community and region.

- 30  
31 a. Implement flex work hours (i.e. extended hours, four-day work  
32 week) for government employees during peak ozone season June  
33 through September).  
34 b. Provide information about benefits of flex work hours to local  
35 industry and encourage use of such programs.  
36 c. Encourage mixed use development offering sidewalks and  
37 bicycle paths.  
38 d. Accelerate bicycle/pedestrian improvements.  
39 e. Promote telecommuting and teleconferencing.

40  
41 **MOB 1.1.13 Safe Routes to School.** Pursuant to Section 1006.23, Florida  
42 Statutes, Escambia County, the Escambia County School Board and the  
43 Community Traffic Safety Team shall coordinate to prepare a "Safe Routes to  
44 School" (SRTS) master plan for each public school, and then implement  
45 construction of improvements (e.g., sidewalks, shoulders) to encourage walking  
46 to school. SRTS improvements shall be focused to provide priority to  
47 improvements within the following radii:



1  
2 Elementary School – ½ mile radius  
3 Middle and High School – 1 mile radius  
4

5 **MOB 1.1.14 Required Bicycle and Pedestrian Facilities.** Escambia County  
6 shall, through LDC provisions, require the installation of sidewalks along the  
7 street frontage of new development to provide connectivity and utility for existing  
8 sidewalks in the vicinity of the development. New development along routes  
9 shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and  
10 Pedestrian Plan, or the SRTS Plan shall install sidewalks and/or bicycle facilities  
11 as specified by those plans for any street frontage of the development that  
12 coincides with those routes. New development in proximity to a school shall  
13 install sidewalks consistent with policies PSF 1.4.5 and PSF 1.4.6.  
14

15 **MOB 1.1.15 Coordination with School District.** Escambia County will  
16 coordinate with the Escambia County School District regarding new school siting  
17 and needs at existing schools when determining locations for improvements to  
18 pedestrian facilities.  
19

20 **MOB 1.1.16 Sidewalk Planning Participation.** Escambia County will seek  
21 public input from citizens, the School Board of Escambia County and the  
22 development community regarding sidewalk needs and priorities.  
23

24 **MOB 1.1.17 Intelligent Transportation System.** Escambia County will  
25 cooperate with FDOT studies now underway that address intelligent  
26 transportation system opportunities to improve system efficiency and enhance  
27 safety.  
28

29 **MOB 1.1.18 Roadway Improvement Recommendations.** Escambia County will  
30 study roadway segments that are estimated to exceed the adopted LOS standard  
31 and recommend specific improvements to address deficiencies. Those  
32 recommendations will be targeted toward short- and mid-range improvements.  
33 These projects will be identified in the County's CIP. The County will continue to  
34 work with the TPO to address long range improvements identified in the Cost  
35 Feasible Plan and County Transportation Plan.  
36

37 **MOB 1.1.19 Interregional and Intrastate Function Protection.** Escambia  
38 County will maintain adopted LOS standards on arterial and collector roadways  
39 that parallel the State's Strategic Intermodal System (SIS) and Florida Intrastate  
40 Highway System (FIHS) to protect the system's interregional and intrastate  
41 functions.  
42

43 **MOB 1.1.20 Interstate Interchange Additions.** Escambia County shall only  
44 promote the construction of additional interchanges on Interstate-10 and  
45 Interstate-110 if they protect the system's interregional and intrastate functions.  
46

1 MOB 1.1.21 **Interstate Crossing Additions.** Escambia County will work with the  
2 TPO to strengthen the local roadway network by providing additional north-south  
3 and east-west crossings of Interstate-10 and Interstate-110, thereby protecting  
4 the FIHS interregional and intrastate functions.  
5

6 MOB 1.1.22 **Road Improvement Funding Partnerships.** Escambia County will  
7 pursue partnerships with FDOT, the Federal Highway Administration (FHA) and  
8 private development entities to identify potential new revenue streams for  
9 roadway improvements and capacity enhancements at both the state and federal  
10 levels.  
11

12 MOB 1.1.23 **Public-private Partnerships.** Escambia County will consider public-  
13 private partnerships (P-3s) as a valid mechanism to obtain transportation funding  
14 from additional sources.  
15

16 **OBJ MOB 1.2 Transportation Concurrency Exception Areas**

17  
18 **Establish Transportation Concurrency Exception Areas (TCEAs) to**  
19 **promote and enhance:**  
20

- 21 a. Urban redevelopment,
- 22 b. Infill development,
- 23 c. A variety of transportation choices and opportunities
- 24 including automobile, pedestrian, bicycle and transit,
- 25 d. Escambia County's economic viability,
- 26 e. Desirable urban design and form,
- 27 f. A mix of residential and non-residential uses,
- 28 g. Streetscaping/landscaping of roadways within the County,
- 29 and
- 30 h. Pedestrian and bicyclist comfort, safety and convenience.

31  
32 **Consistent with Section 163.3180, Florida Statutes, a TCEA**  
33 **may be established within areas designated for:**  
34

- 35 a. Urban infill development;
- 36 b. Urban redevelopment;
- 37 c. Downtown revitalization;
- 38 d. Urban infill and redevelopment under Section 163.2517,
- 39 Florida Statutes; or
- 40 e. An urban service area that includes lands appropriate for
- 41 compact, contiguous urban development, which does not
- 42 exceed the amount of land needed to accommodate the
- 43 projected population growth at densities consistent with the
- 44 adopted comprehensive plan within the 10-year planning
- 45 period, and which is served or is planned to be served with

1 public facilities and services as provided by the Capital  
2 Improvements Element.  
3

4 **POLICIES**  
5

6 **MOB 1.2.1 TCEAs Established.** The following TCEAs are hereby established,  
7 and the TCEA Map is attached herein to this ordinance as Exhibit G:  
8

- 9 a. Warrington TCEA - That area coterminous with the area  
10 approved in 1995 as the Warrington Redevelopment Area and  
11 including the Sunset Avenue Corridor of Navy Point;  
12 b. Fairfield Drive TCEA - That area coterminous with the approved  
13 Englewood-Ebonwood and Palafox Redevelopment Areas and  
14 including a portion of the Brownsville Redevelopment Area.  
15

16 The Transportation Concurrency Exception Areas will continue to be reviewed  
17 annually to ensure they meet the TCEA requirements; results of this review will  
18 be reported in the County's Comprehensive Plan Implementation Annual Report.  
19

20 **MOB 1.2.2 LOS Exemptions.** All land uses and development located within the  
21 Warrington and Fairfield Drive TCEAs shall be exempted from transportation  
22 concurrency for roadway LOS standards. Developments outside of the TCEA  
23 that impact roadways within the TCEA shall be required to meet transportation  
24 concurrency standards.  
25

26 **MOB 1.2.3 Transportation Improvements.** Transportation concurrency  
27 exceptions granted within the TCEA shall not relieve development from being  
28 required to construct transportation improvements that are required due to traffic  
29 safety and/or operating conditions.  
30

31 **MOB 1.2.4 TCEA Proportionate Fair Share.** Within the TCEAs, development or  
32 redevelopment shall be required to mitigate transportation impacts proportional to  
33 those impacts based on trip generation (including all phases) by providing the  
34 following:  
35

- 36 a. Sidewalk connections from the development to existing and  
37 planned public sidewalk along the development frontage.  
38 b. Cross-access connections/easements or joint driveways, where  
39 available and economically feasible.  
40 c. Deeding of land or conveyance of required easements along the  
41 property frontage to the County, as needed, for the construction of  
42 public sidewalks, bus turn-out facilities, and/or bus shelters. Such  
43 deeding or conveyance of required easements, or a portion of  
44 same, shall not be required if it would render the property unusable  
45 for development. The placement of a bus shelter and related  
46 facilities on private property with an appropriate agreement with the

1 County may be used in lieu of deeding or conveyance of  
2 easements, if agreeable to the County.

3 d. Closure of existing excessive, duplicative, or unsafe curb cuts or  
4 narrowing of overly wide curb cuts at the development site, as  
5 defined in the Access Management portion of the LDC.

6 e. Provide safe and convenient on-site pedestrian circulation such  
7 as sidewalks and crosswalks connecting buildings and parking  
8 areas at the development site.

9 f. Funding of corridor assessments and TCEA mobility studies to  
10 ensure goals are maintained.

11  
12 **OBJ MOB 1.3 Transportation and Land Use**

13  
14 **Assure the continual coordination of land use decisions with the future**  
15 **traffic circulation system by coordinating traffic circulation improvements**  
16 **with the future land use maps and maintaining consistency between land**  
17 **use decisions and traffic circulation system improvements.**

18  
19 **POLICIES**

20  
21 MOB 1.3.1 **Consistency.** All plans and proposals for development and  
22 redevelopment and all land use decisions shall be reviewed for consistency with  
23 the Future Land Use Map (FLUM).

24  
25 MOB 1.3.2 **Non-motorized Transportation Facilities.** Escambia County shall  
26 provide or require the provision of non-motorized transportation facilities to link  
27 residential areas with recreational and commercial areas in a safe manner. This  
28 may include the construction of sidewalks, bike lanes, installation of signage,  
29 striping of roadways, or the like so as to accommodate non-motorized  
30 transportation facilities.

31  
32 **OBJ MOB 1.4 Coordinated Transportation Planning**

33  
34 **Continually coordinate Escambia County's decision-making process with**  
35 **the plans and programs of TPO and FDOT.**

36  
37 **POLICIES**

38  
39 MOB 1.4.1 **TPO Participation.** Escambia County will participate and cooperate  
40 with the preparation of the TPO's Cost Feasible Plan. The County's participation  
41 will continue to be the provision of representation on the TPO and its several  
42 committees, paying its fair share of the cost to operate the TPO, and assuring  
43 that projects required within Escambia County are included within the TPO and  
44 FDOT plans.

1 MOB 1.4.2 **Regional Priorities.** Escambia County will coordinate with the TPO  
2 and FDOT to ensure that regional priorities are included in County decision-  
3 making.

4  
5 MOB 1.4.3 **Interstate System Improvements.** In cooperation with the TPO and  
6 FDOT, Escambia County will support improvements to the federal interstate  
7 system located within the County. In addition the County shall support the  
8 construction of a new roadway segment that links Interstate- 10 with Interstate-  
9 65.

10  
11 MOB 1.4.4 **Transportation Improvement Plans.** Escambia County will  
12 participate in and review the annual updates of the TPO five-year Transportation  
13 Improvement Plan and FDOT five-year Work Program to ensure that activities of  
14 the County and the transportation improvement plans of other agencies are  
15 consistent.

16  
17 **OBJ MOB 1.5 Corridor Preservation**

18  
19 **Provide for the protection of existing and future rights-of-way from**  
20 **encroachment by including appropriate regulations within the LDC.**

21  
22 **POLICIES**

23  
24 MOB 1.5.1 **Standard Right-of-way.** Within any Project Development and  
25 Environmental Impact study for a capacity improvement project, standard right-  
26 of-way shall be considered as follows:

27  
28

Major Collectors	80'
Major Arterials	125'
Beltways	300'

29  
30  
31

32 MOB 1.5.2 **Setback Regulation.** Escambia County shall, through zoning district  
33 provisions in the LDC, apply setbacks that will aid in the protection of existing  
34 and future rights-of-way, including transportation corridors, from building  
35 encroachments.

36  
37 MOB 1.5.3 **Density and Intensity Regulation.** Escambia County shall regulate  
38 density and intensity within the existing or designated transportation corridor  
39 areas that may interfere with right-of-way needs.

40  
41 MOB 1.5.4 **Right-of-way Set Aside.** Escambia County may require the set aside  
42 of right-of-way necessary to comply with programmed roadway widening or, as  
43 necessary, for proposed transportation corridors.

44  
45 MOB 1.5.5 **Scenic Roadway Designation.** Because of their unique scenic  
46 character and related historic and tourist significance, Scenic Highway (SR-10A)

1 and Perdido Key Drive (SR 292) are designated “scenic roadways.” Parcels  
2 adjacent to these rights-of-way shall be the subject of specific sign controls in the  
3 LDC.

4  
5 **MOB 1.5.6 Proposed Transportation Corridors.** Escambia County shall make  
6 efforts to inform the public about the location of proposed transportation  
7 corridors. Such proposed transportation corridors are to be initially designated in  
8 this section, the adopted TPO’s “Cost Feasible Plan”, the proposed or adopted  
9 County Capital Improvement Plan or in any proposed or adopted Development of  
10 Regional Impact (DRI) or development plan. Transportation corridor protection  
11 regulations shall be incorporated in the LDC.

12  
13 The Beulah Expressway is designated as a proposed transportation corridor.  
14 Maps and descriptions of the proposed north/south corridor and the east/west  
15 connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

16  
17 **OBJ MOB 1.6 Automobile Use and Greenhouse Gas Reduction.**

18  
19 **Through encouraging compact, mixed and multi-use developments and**  
20 **alternative mode transportation strategies Escambia County shall strive to**  
21 **reduce average per capita Vehicle Miles Traveled (VMT) within the County,**  
22 **overall contributing to a reduction in automobile generated greenhouse**  
23 **gas (GHG) emissions, Reducing the County average annual per capita**  
24 **Vehicle Miles Traveled (VMT) by 2.0% annually starting in 2010 totaling a**  
25 **40% reduction by the year 2030, as compared to the FDOT 2008 baseline.**

26  
27 **Escambia Average Annual Per Capita Vehicle Miles Traveled (VMT)**

Year	Target Reductions
2010:	2008 Baseline (10,170 VMT)
2015:	10.0 percent decrease (9,150 VMT)
2020:	20.0 percent decrease (8,140 VMT)
2025:	30.0 percent decrease (7,120 VMT)
2030:	40.0 percent decrease (6,100 VMT)

34  
35 **POLICIES**

36  
37 **MOB 1.6.1 Funding Research for VMT Reduction.** Escambia County shall  
38 seek funding to support advocacy and research regarding VMT reduction,  
39 including establishing ongoing VMT modeling and monitoring on a County-wide  
40 basis and for development projects.

41  
42 **MOB 1.6.2 Vehicle Miles Traveled Reduction Strategies.** Through its Land  
43 Development Code, Escambia County shall implement the following  
44 transportation and travel mode strategies in a long term effort to reduce average  
45 per capita Vehicle Miles Traveled (VMT) within the County:

- a. Require developments of over 200 acres to provide a highly interconnected system of complete streets (for pedestrians, bicycles and vehicles) to encourage the reduction of automobile use, trips and trip lengths.
- b. Require developments of over 200 acres to provide a connected network of pedestrian and bicycle facilities to promote biking and walking within new developments and redeveloping areas.
- c. Support appropriately located compact, high density mixed-use development within the Mid-West Sector Plan Overlay, Mixed-Use Urban, Mixed-Use Suburban and Commercial future land use districts.
- d. Coordinate with the Florida Department of Transportation to improve traffic management on State roads to reduce the aggregate time spent at traffic signals.
- e. Provide expedited development review to developments that can show, at project build-out, a 20% increased automobile trip internal capture using accepted FDOT methodologies or an average annual per person VMT that is 20% less than the Escambia County average, based upon most recent FDOT data.

**GOAL MOB 2 TRANSIT**

**Escambia County shall encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to community needs, consistent with land use policies, is environmentally sound, and promotes economic opportunity and energy conservation.**

**OBJ MOB 2.1 Bus Fleet**

**Ensure safe and efficient operation of the bus fleet.**

**POLICIES**

**MOB 2.1.1 Fleet Replacement.** Escambia County Area Transit (ECAT) shall replace the bus fleet at 10 years or 500,000 miles, as recommended by the Federal Transit Administration. The ECAT Map Series is attached herein to this ordinance as Exhibit H.

**MOB 2.1.2 Preventative Maintenance.** ECAT shall conduct preventative maintenance of bus fleet according to the preventive maintenance plan.

**OBJ MOB 2.2 Mass Transit and Growth Patterns**

1 **Operate an efficient and accessible fixed route mass transportation service**  
2 **in support of the projected growth patterns of the service area while**  
3 **maintaining or increasing ECAT's operating ratio.**

4  
5 **POLICIES**

6  
7 **MOB 2.2.1 Route Modernization.** ECAT shall modernize service from the  
8 existing radial route system into a modified grid system to improve efficiency.

9  
10 **MOB 2.2.2 Service Area Adjustments.** ECAT shall realign or adjust existing  
11 routes to provide service to areas requiring service while at the same time  
12 reducing service to lower use areas in order to provide more efficient service to  
13 more riders at comparable cost.

14  
15 **MOB 2.2.3 LOS Standard.** ECAT shall establish and maintain a mass transit  
16 LOS standard as measured by a 60-minute maximum period of wait throughout  
17 the current areas and hours of service.

18  
19 **MOB 2.2.4 Transportation Development Plan.** ECAT shall consider and/or  
20 implement recommendations contained within the current transportation  
21 development plan.

22  
23 **MOB 2.2.5 Transportation Development Plan Implementation.** Upon  
24 completion of the TPO Transit Development Plan Update, Escambia County will  
25 amend the comprehensive plan to address (1) the establishment of land use and  
26 site design guidelines in public transit corridors, to assure the accessibility of new  
27 development to public transit; (2) the establishment of numerical indicators  
28 against which the achievement of mobility goals can be measured; and (3)  
29 coordination with the Future Land Use element, to encourage land uses that  
30 promote public transportation.

31  
32 **MOB 2.2.6 Marketing Strategy.** ECAT shall develop marketing strategies to  
33 maximize the advertisement program within fiscal constraints.

34  
35 **MOB 2.2.7 User Fee/Fare Policy.** ECAT shall develop a fare policy to provide  
36 for routing fare increases in order to ensure the transit riders pay a fair share of  
37 costs (user fee policy).

38  
39 **OBJ MOB 2.3 Annual Review of Transit System**

40  
41 **Provide for an efficient and safe transit system for all users.**

42  
43 **POLICIES**

44  
45 **MOB 2.3.1 Annual Operation Review.** ECAT shall annually review the  
46 operation (i.e., bus routes, maintenance procedures, etc.) of the normal mass



1 transit system and the paratransit system to identify and correct deficiencies of  
2 those operations.

3  
4 **MOB 2.3.2 Annual Facilities Review.** ECAT shall provide for annual review and  
5 maintenance of all mass transit and paratransit facilities, with the exception of the  
6 bus fleet, to ensure that buildings and other related facilities are in proper  
7 working order and are supporting the continued efficiency of the operations.

8  
9 **OBJ MOB 2.4 Mass Transit ROW**

10  
11 **Designate and protect future mass transit rights-of-way and corridors.**

12  
13 **POLICIES**

14  
15 **MOB 2.4.1 Consistency Review.** ECAT shall provide for the review of the future  
16 mass transit map prior to the issuance of any land use certificate to determine if  
17 development would conflict with any existing or future mass transit rights-of-way  
18 or corridors as approved by the Board of County Commissioners (BCC).

19  
20 **MOB 2.4.2 Special Review Process.** ECAT shall develop a special review and  
21 approval mechanism for any land use certificate that is found to be in conflict with  
22 existing or future mass transit rights-of-way or corridors approved by the BCC.

23  
24 **OBJ MOB 2.5 Handicapped Services**

25  
26 **Provide service to the handicapped as required by U.S. Department of**  
27 **Transportation Regulation 49 CFR Part 27 and to other transportation**  
28 **disadvantaged persons.**

29  
30 **POLICIES**

31  
32 **MOB 2.5.1 Paratransit System Support.** ECAT shall contract or otherwise  
33 provide for the coordinated paratransit system to fulfill the federal requirements  
34 for transporting handicapped passengers and shall contract or otherwise provide  
35 for the system to fulfill federal requirements for transporting handicapped  
36 passengers.

37  
38 **MOB 2.5.2 Vehicle Rehabilitation.** ECAT shall provide assistance to the  
39 coordinated system by rehabilitating vehicles or other similar programs that will  
40 support their efforts.

41  
42 **MOB 2.5.3 Service Improvements.** In order to continually improve services,  
43 education and individual transit training for disabled passengers and volunteer  
44 companions should be provided.

45  
46 **GOAL 3 PORTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**Escambia County shall advocate and promote the economic viability of port operations in Escambia County consistent with balanced utilization of transportation facilities, natural resources, and available waterfront land.**

**OBJ MOB 3.1 Port Facilities**

**Support the operation and expansion as necessary of port facilities through intergovernmental coordination and in a manner consistent with the goals, objectives and policies in the Future Land Use, Coastal Management and Conservation Elements of this plan.**

**POLICIES**

**MOB 3.1.1 Coordinated Support.** Escambia County shall support continued port operation and/or development coordination with appropriate agencies, both governmental and private, recognizing that port facilities in Escambia County are within the planning jurisdiction of the City of Pensacola.

**MOB 3.1.2 Consistency with Plan.** Escambia County shall support the activities of port facilities to the extent consistent with the goals, objectives, and policies contained in the Future Land Use, Coastal Management, Conservation, and Mobility Elements.

**MOB 3.1.3 Industrial Land Use Designation.** Escambia County shall consider port facilities in Escambia County to be water dependent or water related industrial land uses. Any such facilities located within the jurisdiction of Escambia County shall be considered as industrial land uses on the FLUM.

**MOB 3.1.4 Port and Navigation Projects.** Escambia County shall support projects, which serve to maintain or expand port operations or navigation to the extent that such projects meet all applicable permit requirements and standards, consistent with appropriate objectives and policies in the Future Land Use, Coastal Management and Conservation Elements. The County shall advocate federal and state public works programs and projects that provide funding for such projects.

**OBJ MOB 3.2 Access to Port Facilities**

**Ensure that surface transportation access to port facilities is properly integrated with the traffic circulation portion of this element and with other modes of surface and water transportation.**

1 **POLICIES**

2

3 **MOB 3.2.1 Public-Private Coordination.** Escambia County shall coordinate with  
4 appropriate public and private sector agencies to provide adequate access to  
5 port facilities.

6

7 **MOB 3.2.2 Coordinated Intermodal Transportation.** Escambia County shall  
8 encourage and support balanced intermodal management of surface and water  
9 transportation through coordination of roadway, rail, and port facilities.

10

11 **OBJ MOB 3.3 Coastal Conservation and Port Services**

12

13 **Promote balanced utilization of coastal areas and resources consistent**  
14 **with sound conservation principles and the need for continued provision of**  
15 **port services.**

16

17 **POLICIES**

18

19 **MOB 3.3.1 Resource Impact Mitigation.** Escambia County shall coordinate with  
20 the City of Pensacola to ensure mitigation of adverse structural and nonstructural  
21 impacts upon adjacent natural resources consistent with applicable permit  
22 requirements.

23

24 **MOB 3.3.2 Qualified County Support.** Escambia County shall advocate only  
25 those port maintenance and expansion projects that meet applicable permit  
26 requirements and environmental standards.

27

28 **GOAL MOB 4 AVIATION FACILITIES**

29

30 **Escambia County shall provide public aviation facility services sufficient to**  
31 **meet current and future economic development and passenger needs and**  
32 **protect naval aviation facilities.**

33

34 **OBJ MOB 4.1 Airport Master Plan**

35

36 **Support the implementation activities set forth in the adopted airport**  
37 **master plan for the Pensacola Gulf Coast Regional Airport as directed by**  
38 **the BCC.**

39

40

41 **POLICIES**

42

43 **MOB 4.1.1 Coordinated Land Uses.** Escambia County shall coordinate  
44 adjacent land uses with the City of Pensacola and the airport master plan to  
45 provide development patterns that are compatible with airport development.

46

1 MOB 4.1.2 **Incompatible Development.** Escambia County shall enforce  
2 adopted land development regulations that restrict the height, density and  
3 intensity of development in areas adjacent to the airport boundaries and clear  
4 zones to ensure that incompatible land uses will not be allowed to encroach on  
5 airport facilities and hinder airport activities.

6  
7 MOB 4.1.3 **County Review.** Escambia County shall review and comment on  
8 proposed airport development and/or expansion that may impact the County.

9  
10 MOB 4.1.4 **Stormwater Management.** Escambia County shall work with the City  
11 of Pensacola and Florida Department of Environmental Protection (FDEP) to  
12 ensure that adequate stormwater management techniques are provided for  
13 existing and future airport development.

14  
15 **OBJ MOB 4.2 Naval Aviation Facilities**

16  
17 **Evaluate development proposals for property located within the**  
18 **established Airfield Influence Planning District (AIPD) overlays of the**  
19 **existing Naval aviation facilities within Escambia County to ensure**  
20 **compatibility and to protect airfield facilities from encroachment of**  
21 **incompatible land uses. The Naval aviation facilities in Escambia County**  
22 **are of significant value to the County, and protecting these important**  
23 **economic resources requires the prevention of the development of airfield**  
24 **hazards and incompatible land uses.**

25  
26 **POLICIES**

27  
28 MOB 4.2.1 **Airfield Influence Planning Districts.** To promote an orderly  
29 transition and rational organization of land uses, protect the health, safety and  
30 welfare of the public, and maintain the mission of the military facilities, Escambia  
31 County establishes AIPD overlays over and around each of the military aviation  
32 facilities within Escambia County.

33  
34 MOB 4.2.2 **Development Plan Review.** The Navy shall designate a  
35 representative from NAS Pensacola and from NAS Whiting Field to function as  
36 ex officio members of the Escambia County Development Review Committee  
37 (DRC). As part of the regular DRC process, the County will forward the weekly  
38 DRC agenda to the Navy designee. When a development is proposed within the  
39 AIPD overlay areas, the County will include a copy of the submitted development  
40 plans. The Navy designee will review the development plans for land use  
41 compatibility with the Navy mission in relation to proposed structure height,  
42 density and intensity of land use and will submit comments to County staff to be  
43 forwarded to the applicant.

44  
45 MOB 4.2.3 **Military Representation.** Pursuant to Section 163.3175, Florida  
46 Statutes, a representative of the military installations located within Escambia

1 County shall be placed on the Planning Board as an ex officio, nonvoting  
2 member. The Navy's Planning Board representative shall coordinate with the  
3 Navy Base Commanding Officers to review and comment on all proposed  
4 Comprehensive Plan and LDC amendments that would affect the intensity,  
5 density or use of the land within the AIPDs. The comments shall address the  
6 impacts such proposed Comprehensive Plan or LDC changes may have on the  
7 mission of the military installations. They shall include:

- 8
- 9 a. Whether such proposed changes will be incompatible with the
- 10 safety and noise standards contained in the Air Installations
- 11 Compatible Use Zones (AICUZs) study adopted by the military
- 12 installation for that airfield or the AIPD adopted by the County for
- 13 that airfield;
- 14 b. Whether such changes are incompatible with the findings of the
- 15 Joint Land Use Study (JLUS) for the area;
- 16 c. Whether the military installation's mission will be adversely
- 17 affected by the proposed actions of the County.
- 18

19 **MOB 4.2.4 JLUS Amendment.** Needs of the Navy may be identified that require  
20 an amendment to the completed JLUS. When a determination is made that such  
21 an amendment is desirable, the Commanding Officer is encouraged to provide  
22 information concerning any community planning assistance grants that may be  
23 available to the County through the Department of Defense, Office of Economic  
24 Adjustment.

25  
26 **MOB 4.2.5 Interlocal Agreement.** An interlocal agreement to determine the  
27 details of the coordination between the Navy and Escambia County shall include,  
28 but not be limited to, the individual responsibilities of the County and the Navy;  
29 the method by which the Navy will appoint a Planning Board representative; the  
30 length of the term of appointment; the details of the coordination required to  
31 produce, receive and transmit any Navy comments to the State; establish who  
32 will be responsible for forwarding the comments; the method by which the Navy  
33 will apprise the County of any available grants and the details to be reported on  
34 the Annual Report on Comprehensive Plan Implementation. The Military  
35 Interlocal Agreement became effective September 2003.

36  
37 **MOB 4.2.6 County-Navy Coordination.** Escambia County shall coordinate with  
38 the Navy to effectively regulate land uses in areas covered by the AIPD overlays  
39 and the AICUZ to support the Navy's aviation mission while protecting the private  
40 property rights of the land owners.

41  
42 **MOB 4.2.7 Compliance Monitoring.** Escambia County shall monitor  
43 development in the AIPDs for compliance with the JLUS recommendations and  
44 AICUZ study requirements. Rezoning to a higher density will be discouraged.  
45 The compatibility requirements will be revised as the mission of the military  
46 facility changes or removed if the facility closes.

1  
2 MOB 4.2.8 **Encroachment Control Planning.** Escambia County shall utilize  
3 information provided by the Navy, such as the AICUZ Study Program Procedures  
4 and Guidelines (OPNAVINST 11010.36C) or approved successor and Aircraft  
5 Noise Survey, together with the recommendations of the JLUS when developing  
6 plans to control the encroachment of incompatible development in the vicinity of  
7 Naval Air Station Pensacola and Navy Outlying Landing Fields Saufley and Site  
8 8, to ensure protection of each installation's aviation mission.  
9

10 MOB 4.2.9 **Infrastructure Impact Report.** A formal information exchange  
11 between the County, FDOT, Emerald Coast Utilities Authority (ECUA) and other  
12 utility service providers in the area will be established to explore the growth  
13 inducing impacts of utility expansion and infrastructure improvements within the  
14 AIPD overlay areas in relation to the JLUS recommendations. Annual reporting of  
15 the status of the planned utility expansion and infrastructure improvements will  
16 be included in the Comprehensive Plan Implementation Annual Report.  
17

18 MOB 4.2.10 **Annual Assessment.** Pursuant to Section 163.3191(n) Florida  
19 Statutes, and beginning in Fiscal Year 2004/2005, the County shall conduct an  
20 annual assessment of the effectiveness of the criteria adopted pursuant to  
21 Section 163.3177(6)(a), Florida Statutes, in achieving compatibility with military  
22 installations in areas designated as AIPDs. This assessment shall be based on a  
23 compilation of data for the calendar year and shall compare the current years'  
24 development with the previous years' development relevant to the following in  
25 each AIPD:  
26

- 27 a. Single-family residential building permits in each AIPD area  
28 based on the number of permits issued, and broken down by  
29 Accident Potential Zone (APZ) and AIPD area.
- 30 b. Number of residential units (high density) approved and  
31 permitted.
- 32 c. Extension of sewer and water lines in the AIPD Overlay areas as  
33 reported by ECUA (or relevant potable water distributors).
- 34 d. Number of units approved in preliminary and final subdivision  
35 plats.
- 36 e. Number of site plans for commercial projects approved.
- 37 f. Number of communication towers approved.
- 38 g. Number of variances and/or conditional use requests and  
39 approvals.
- 40 h. Number of rezoning requests/approvals.
- 41 i. Number of future land use amendments.  
42

43 The intent is to measure the increase or decrease in residential development  
44 activity within the AIPDs to determine the effectiveness of the measures adopted  
45 to control residential density and encourage commercial development, as  
46 recommended by the JLUS. The County shall review the collected data to ensure

1 compliance with the intent of the JLUS recommendations. In addition, analysis of  
2 the collected data over a period of time will assist in determining what future  
3 changes may be required to enhance or improve the County's efforts to control  
4 encroachment on the military installations. The reports shall be included in the  
5 Annual Comprehensive Plan Implementation Report, and shall be further  
6 analyzed for inclusion in the Evaluation and Appraisal of the Comprehensive  
7 Plan required every seven years.  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

1 **Chapter 9 Housing Element.**

2

3 The purpose of the Housing Element is to provide guidance for the development  
4 of safe, sanitary and affordable housing for all residents of Escambia County. In  
5 particular, the goals, objectives and policies contained in this element are  
6 intended to identify and address current and future deficits in the provision of  
7 moderate, low and very-low income housing, group homes, foster care facilities  
8 and housing for those with special needs. In addition, this element is intended to  
9 provide guidance to public and private sector housing providers, as well as the  
10 residents of Escambia County, regarding redevelopment of existing  
11 neighborhoods, removal of substandard housing, relocation assistance and  
12 critical housing assistance programs.

13

14 **GOAL HOU 1 PROVISION OF HOUSING**

15

16 **Escambia County shall provide safe, sanitary and affordable housing**  
17 **for the current and future residents of the County.**

18

19 **OBJ HOU 1.1 Housing Delivery Process**

20

21 **Provide guidance and direction to both the public and private sectors to**  
22 **assist in the provision of adequate housing that varies in type, density,**  
23 **size, tenure, ownership, cost and location.**

24

25 **POLICIES**

26

27 **HOU 1.1.1 Residential Areas.** The Escambia County Future Land Use Map  
28 (FLUM) and Zoning maps shall identify areas suitable for residential development  
29 and/or redevelopment.

30

31 **HOU 1.1.2 Site Development Criteria.** The Escambia County Land  
32 Development Code (LDC) shall include site development criteria for all housing  
33 types including affordable and special needs housing.

34

35 **HOU 1.1.3 Permitting Process.** The LDC shall include an efficient and  
36 reasonable permitting process for residential development. This process shall  
37 include the use of checklists and referrals to appropriate regulatory agencies.

38

39 **HOU 1.1.4 Adequate Infrastructure.** To assure the sustainability of residential  
40 communities, Escambia County shall require new residential development to  
41 locate where adequate infrastructure is available.

42

43 **HOU 1.1.5 Mixed-use Development.** Escambia County shall encourage mixed-  
44 use development, which places housing within close proximity to nonresidential  
45 opportunities such as retail and employment centers.

46



1 HOU 1.1.6 **Ownership Types.** Escambia County shall recognize the need to  
2 provide a mix of ownership types, including for-sale and rental units, to meet the  
3 diverse needs of County residents.  
4

5 HOU 1.1.7 **Housing Types.** Escambia County's Future Land Use Element and  
6 LDC shall provide for a mix of housing types including, but not limited to, single-  
7 family residential, multi-family residential, mobile and manufactured homes, live-  
8 work units, accessory dwellings and other residential types that vary in density,  
9 size, cost and location.  
10

11 **OBJ HOU 1.2 Affordable Housing**

12  
13 **Assure the provision of safe, sanitary and affordable housing for moderate,**  
14 **low and very-low income residents.**  
15

16 **POLICIES**

17  
18 HOU 1.2.1 **Definition.** Escambia County shall define affordable housing as  
19 residential dwelling units with monthly rents or mortgage payments (including  
20 taxes and insurance) that do not exceed 30 percent of median annual gross  
21 income for the following households:  
22

- 23 a. Moderate Income Household: 81-120 percent of area median  
24 family income
- 25 b. Low Income Household: 51-80 percent of area median income
- 26 c. Very-Low Income Household: 0-50 percent of area median  
27 income  
28

29 HOU 1.2.2 **Location.** Escambia County shall allow the location of affordable  
30 housing in any residential FLUM category provided the housing is compatible  
31 with all applicable rules and regulations of the LDC.  
32

33 HOU 1.2.3 **Development Types.** Escambia County shall promote affordable  
34 housing opportunities by allowing cluster developments, zero-lot line  
35 developments, planned unit developments and other types of housing layouts  
36 that may reduce the cost of individual dwelling units.  
37

38 HOU 1.2.4 **Mobile or Manufactured Home Location.** Escambia County shall  
39 designate areas on both the FLUM and Zoning maps that are suitable for the  
40 location of mobile or manufactured homes.  
41

42 **OBJ HOU 1.3 Special Needs Housing**

43  
44 **Ensure adequate housing opportunities are available in residential areas or**  
45 **areas of residential character to accommodate citizens with special needs.**  
46

1 **POLICIES**

2  
3 HOU 1.3.1 **Location Criteria.** The LDC shall include criteria guiding the location  
4 of housing for group homes, foster care facilities and households with special  
5 needs.

6  
7 HOU 1.3.2 **Compatible Zoning.** Escambia County shall allow foster care  
8 facilities and group homes, housing six or fewer residents, in any residential  
9 zoning category. Group homes, housing seven or more residents, may be  
10 located in any medium density, high density or mixed-use category.

11  
12 HOU 1.3.3 **Senior Needs.** Escambia County shall encourage the development of  
13 accessible and affordable senior housing within close proximity to support  
14 services and public infrastructure.

15  
16 **OBJ HOU 1.4 Existing Neighborhoods and Redevelopment**

17  
18 **Protect the character of existing residential neighborhoods, provide**  
19 **opportunities for redevelopment and infill development and reduce the**  
20 **number of substandard housing units through the continued**  
21 **implementation of structural and aesthetic improvement programs.**

22  
23 **POLICIES**

24  
25 HOU 1.4.1 **Preservation and Infill.** The LDC shall include standards that  
26 maintain existing neighborhood character while allowing compatible infill  
27 development.

28  
29 HOU 1.4.2 **Regulation Enforcement.** Escambia County shall implement  
30 strategies that enhance enforcement of existing regulations (i.e., abandoned  
31 property regulations, litter regulations, sign regulations, etc.), which maintain the  
32 aesthetics of existing residential areas.

33  
34 HOU 1.4.3 **Construction Inspection.** The LDC shall contain provisions for  
35 inspection procedures during the construction and reconstruction of residential  
36 units.

37  
38 HOU 1.4.4 **Improvement Aid.** Escambia County shall continue to allocate loan  
39 and grant assistance to moderate, low and very-low income homeowners to aid  
40 in the improvement of substandard dwelling units.

41  
42 HOU 1.4.5 **Unsafe Building Abatement.** Escambia County shall enforce the  
43 Unsafe Building Abatement Ordinance, which requires the removal of housing  
44 stock with structural deficiencies.

45

1 HOU 1.4.6 **Substandard Home Removal.** Escambia County shall report  
2 annually the number of substandard homes removed as a result of code  
3 enforcement actions and Neighborhood Enterprise Foundation, Inc. (NEFI)  
4 programs.

5  
6 HOU 1.4.7 **Infrastructure Improvements.** Escambia County shall continue its  
7 efforts, through the Community Redevelopment Agency (CRA), to complete the  
8 activities necessary to improve the infrastructure in specified redevelopment  
9 neighborhoods.

10  
11 HOU 1.4.8 **Rental Units.** Escambia County shall support the acquisition,  
12 rehabilitation and/or development of rental units, by the private sector and local  
13 Community Housing Development Organizations (CHDOs), for occupancy by  
14 moderate, low and very-low income families meeting the occupancy criteria of  
15 Title 24 of the Code of Federal Regulations (CFR), Part 92.

16  
17 HOU 1.4.9 **Housing Stock Conservation/Rehabilitation.** Escambia County's  
18 housing agencies and the CRA shall continue to administer programs that further  
19 the conservation or rehabilitation of existing housing stock.

20  
21 **OBJ HOU 1.5 Relocation Assistance**

22  
23 **Provide housing assistance, including relocation housing, for persons**  
24 **displaced by public programs, projects or housing rehabilitation.**

25  
26 **POLICIES**

27  
28 HOU 1.5.1 **Grants.** Escambia County shall pursue grants to provide for  
29 relocating moderate, low and very-low income persons displaced during the  
30 housing rehabilitation process.

31  
32 HOU 1.5.2 **County Policy.** Escambia County shall utilize its "Relocation Policy"  
33 that was developed in compliance with Public Law 93-383 (The Housing and  
34 Community Development Act of 1974) and adopted by the Escambia County  
35 Board of County Commissioners (BCC) on November 28, 1988, including any  
36 revisions thereto.

37  
38 **OBJ HOU 1.6 Housing Programs**

39  
40 **Continue implementation of critical housing programs.**

41  
42 **POLICIES**

43  
44 HOU 1.6.1 **Program Information.** Escambia County shall continue its housing  
45 outreach program to assure dissemination of housing information.

46

1 HOU 1.6.2 **Non-discrimination.** Escambia County shall enforce its  
2 nondiscrimination policies and provisions so as to ensure access to housing  
3 opportunities by all segments of the County's population.  
4

5 HOU 1.6.3 **Low-Interest Mortgage Loans.** Escambia County shall cooperate  
6 with appropriate local, state and federal agencies to facilitate bond-backed low-  
7 interest mortgage loans for home purchase by qualified individuals or families.  
8

9 HOU 1.6.4 **Housing Finance Authority.** Escambia County shall participate with  
10 the Escambia County Housing Finance Authority (HFA) in the issuance of bonds  
11 to provide low interest mortgage loans for home purchases by qualified families.  
12

13 HOU 1.6.5 **Neighborhood Enterprise Foundation Reports.** Escambia County  
14 shall receive, review and respond to the annual reports produced by NEFI as  
15 such reports relate to this comprehensive plan and/or the provision of safe,  
16 sanitary and affordable housing for all citizens of Escambia County.  
17

18 HOU 1.6.6 **State and Federal Assistance.** Escambia County shall participate in  
19 the following programs or any replacement or supplemental programs, which  
20 may be developed by state, federal or other appropriate agencies:  
21

- 22 a. HUD Section 8 Rental Voucher Program existing housing
- 23 program, for rent supplements to qualified low-income families;
- 24 b. The Community Development Block Grant (CDBG) Program;
- 25 c. The Consolidated Plan pursuant to the Cranston-Gonzalez
- 26 National Affordable Housing Act;
- 27 d. The Home Investments Partnership Program (HOME); and
- 28 e. The State Housing Initiatives Partnership (SHIP) Program,
- 29 among others.  
30

31 HOU 1.6.7 **Neighborhood Enterprise Foundation.** Escambia County shall  
32 provide assistance, through NEFI to provide affordable homeownership  
33 opportunities for moderate, low and very-low income homebuyers.  
34

35 HOU 1.6.8 **SHIP Fund Initiatives.** Escambia County shall use SHIP funds to  
36 expand and/or enhance ongoing activities designed to develop new affordable  
37 housing initiatives conforming to the statutory requirements of Chapter 420,  
38 Florida Statutes. Such funds may be used to:  
39

- 40 a. Provide local cash match for federal or state housing programs
- 41 such as HOME, Housing Opportunities for People Everywhere
- 42 (HOPE), McKinney Act Programs, Florida Housing Finance
- 43 Corporation (FHFC) programs, etc.;
- 44 b. Provide down-payment assistance, construction subsidies,
- 45 mortgage reduction, mortgage interest rates subsidies, and/or

1 direct mortgage loans to moderate, low and very-low income  
2 families;  
3 c. Provide appropriately targeted grants and loans in support of  
4 moderate and substantial rehabilitation/preservation of substandard  
5 housing owned and/or occupied by low and very-low income  
6 families;  
7 d. Support the availability and enhancement of emergency home  
8 repair assistance for low and very-low income families;  
9 e. Provide assistance for construction or rehabilitation of housing  
10 designed to address families with special needs; and  
11 f. Utilize funds to supplement existing and future FHFC, Escambia  
12 County HFA, and/or Florida Department of ~~Community Affairs~~  
13 ~~(DCA) Economic Opportunity (FDEO)~~ affordable housing projects  
14 undertaken for the benefit of lower income families within the  
15 County.

16  
17 **HOU 1.6.9 County-Private Partnerships.** Escambia County shall seek  
18 partnerships with private and non-profit organizations in an effort to improve  
19 coordination among participants involved in housing production and delivery. In  
20 particular, the County shall continue its partnerships with nonprofit housing  
21 providers such as Community Enterprise Investments, Inc., Circle Inc. and  
22 Habitat for Humanity.

23  
24 **HOU 1.6.10 County-City Partnerships.** Escambia County, in partnership with  
25 the City of Pensacola, shall ensure the continued administration of the HUD  
26 Section 8 Rental Voucher Program, intended to aid eligible families and  
27 individuals in acquiring safe, sanitary and affordable housing.

28  
29 **HOU 1.6.11 Florida Housing Coalition.** Escambia County shall participate with  
30 the Florida Housing Coalition (FHC) so as to provide opportunities for low cost  
31 home ownership for families meeting eligibility requirements.

32  
33 **OBJ HOU 1.7 Data and Monitoring**

34  
35 **Escambia County shall continually monitor the success of its housing**  
36 **objectives and policies.**

37  
38 **POLICIES**

39  
40 **HOU 1.7.1 Housing Inventory.** Escambia County shall collect housing inventory  
41 data every five years during the update to the individual CRA plans.

42  
43 **HOU 1.7.2 Special Needs Housing.** Escambia County shall update inventories  
44 of providers of special needs housing (group and foster homes, facilities for the  
45 homeless, etc.) on an annual basis, including quantity and location.

1 HOU 1.7.3 **EAR Housing Review.** Escambia County shall review its regulatory  
2 and permitting process and evaluate changes necessary to improve the public  
3 and private sector housing delivery process. The review shall be concurrent with  
4 state-mandated Evaluation and Appraisal Reports (EARs). During each review,  
5 opportunities for involvement of the County with private sector providers shall be  
6 analyzed.

7  
8 HOU 1.7.4 **Annual Housing Review.** Escambia County shall examine its  
9 housing needs and implementation activities annually so as to maintain up-to-  
10 date information on the housing delivery process program and the success of  
11 prior activities.

12  
13 **OBJ HOU 1.8 Energy Efficient Housing.**

14  
15 **Escambia County shall encourage energy efficiency in the design and**  
16 **construction of new residential housing.**

17  
18 **POLICIES**

19  
20 HOU 1.8.1 **Energy Efficient Incentive Programs.** The County, by 2012, shall  
21 develop an incentive program to encourage residential construction that meets  
22 the energy efficiency criteria of the United States Green Building Council  
23 (USGBC) Leadership in Energy and Environmental Design (LEED) rating  
24 systems, Florida Green Building Coalition (FGBC) certification, US  
25 Environmental Protection Agency (EPA) Energy Star program, or a similar third-  
26 party green building certification. The incentive program may include educational  
27 materials, expedited permitting, and/or public recognition.

28  
29 HOU 1.8.2 **No Prohibition for Energy Conservation.** The County shall not  
30 prohibit the use of energy-efficient or alternative-energy practices for residences,  
31 such as photovoltaic panels, passive solar orientation of buildings, or strategic  
32 placement of landscaping materials to reduce energy consumption.

33  
34 HOU 1.8.3 **Energy Efficiency Enforcement.** The County shall continue to  
35 enforce the minimum energy efficiency requirements of the Florida Building  
36 Code.

37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1 **Chapter 10 Infrastructure Element.**

2  
3 The purpose of the Infrastructure Element is to provide guidance in the provision  
4 of services necessary to accommodate existing and future development in a way  
5 that is environmentally sensitive, efficient, and cost-effective. Included within this  
6 Element are goals, objectives and policies regarding potable water provision,  
7 wastewater treatment, solid waste disposal, stormwater management and aquifer  
8 protection. The adequate provision of these services is intended to promote  
9 orderly growth within areas best suited to accommodate development, protect  
10 sensitive natural resource systems and rural and agricultural areas, and preserve  
11 the public health, safety, and general welfare of Escambia County's citizens.

12  
13 **GOAL INF 1 WASTEWATER**

14  
15 **Escambia County shall ensure the provision of environmentally safe and**  
16 **efficient wastewater collection, treatment, and disposal concurrent with the**  
17 **demand for such services.**

18  
19 **OBJ INF 1.1 Provision of Wastewater Service**

20  
21 **Ensure the safe and efficient provision of wastewater services through**  
22 **coordination with service providers, maximized use of existing facilities,**  
23 **maintenance of appropriate levels of service, correction of existing**  
24 **deficiencies and protection of natural resources.**

25  
26 **POLICIES**

27  
28 **INF 1.1.1 Service Agreements.** Wastewater service shall be provided at  
29 established levels of service within Escambia County consistent with the  
30 Interlocal Agreement between the County and the Emerald Coast Utility Authority  
31 (ECUA), the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of  
32 Florida, and agreements with other wastewater providers.

33  
34 **INF 1.1.2 Provider Consistency with Plan.** Escambia County shall coordinate  
35 with ECUA and other providers relative to their capital improvements and  
36 program formulation to assure consistency with this Comprehensive Plan.

37  
38 **INF 1.1.3 Effluent Disposal.** Escambia County shall cooperate with and assist  
39 appropriate regulatory agencies and central sewer systems to provide for  
40 additional techniques and methods for effluent disposal so as to improve the  
41 ability of ECUA (and other providers) to obtain the requisite permits for treatment  
42 upgrades and capacity expansions as they become necessary.

43  
44 **INF 1.1.4 Required Septic Tank Retirement.** Escambia County shall, in  
45 coordination with the Escambia County Health Department and wastewater  
46 service providers, require all onsite sewage treatment and disposal system (i.e.,

1 septic tank) users to connect to an available central sewer system within the  
2 times prescribed by Section 381.00655, Florida Statutes. Sewer availability shall  
3 also be as defined in Florida Statutes.

4  
5 **INF 1.1.5 Service Location Principles.** Public wastewater services shall be  
6 located in a manner that minimizes their cost and negative impacts on the natural  
7 environment and maximizes their efficiency. Escambia County will cooperate,  
8 assist, and encourage the service providers to provide wastewater service within  
9 the urbanized areas, and to limit extensions of wastewater infrastructure into  
10 rural areas.

11  
12 **INF 1.1.6 Package Treatment Plants.** Escambia County shall encourage  
13 owners of package treatment plants not in compliance with Florida Department of  
14 Environmental Protection (FDEP) permit requirements to connect their systems  
15 to the ECUA regional system where available. Package plants will be permitted  
16 in rural areas when such plants are necessary to protect the health and safety of  
17 citizens or to preserve important resources.

18  
19 **INF 1.1.7 Coordination on System Expansions.** Escambia County shall  
20 coordinate with ECUA and other wastewater service providers on the extensions  
21 of sanitary sewer collection lines and the siting or increase in capacity of  
22 wastewater treatment facilities to meet future needs.

23  
24 **INF 1.1.8 Concurrency Management.** Escambia County shall ensure the  
25 maintenance of Level of Service (LOS) standards through implementation of the  
26 County's Concurrency Management System and consistency with the Capital  
27 Improvements Element.

28  
29 **INF 1.1.9 Level of Service (LOS) Standards.** Average LOS standard for  
30 wastewater service shall be 210 gallons per residential connection per day and  
31 the peak LOS shall be 350 gallons per residential connection per day. For  
32 nonresidential uses, the LOS requirements shall be based upon an Equivalent  
33 Residential Connection (ERC), as may be recalculated by the service provider  
34 from time to time, and on the size of the nonresidential water meter. Escambia  
35 County shall continue to work with the water providers to ensure adequate  
36 capacity is available.

37  
38 **INF 1.1.10 Facility Funding.** The construction, maintenance and operation of  
39 facilities will be the responsibility of ECUA or other service providers and funded  
40 by user fees, special assessments, developer contributions and state or federal  
41 grants or other means. Escambia County may consider additional funding  
42 mechanisms as appropriate.

43  
44 **INF 1.1.11 LOS Monitoring.** Escambia County shall monitor development to  
45 ensure that the LOS standards are maintained concurrent with development,  
46 consistent with the Capital Improvements Element.



1  
2 **INF 1.1.12 LOS Evaluation and Revision.** By December 2011, Escambia  
3 County shall develop a report evaluating the current Level of Service standard for  
4 wastewater service provision. This report shall examine alternative LOS  
5 standards and establish a five-year plan to achieve and maintain a LOS that is  
6 sufficient to meet the County's projected needs. Upon completion of this report,  
7 recommendations for revisions to adopted LOS standards and other related  
8 policies identified within this report shall be adopted as amendments to the  
9 Escambia County Comprehensive Plan within 18 months. The LOS will be  
10 maintained before, during and after study period. The purpose of the proposed  
11 study is to evaluate and, if necessary, revise the current LOS standards for  
12 potable water and wastewater.

13  
14 **INF 1.1.13 Required New Service Connection.** All new structures intended for  
15 human occupancy shall connect to the ECUA wastewater system unless ECUA  
16 has determined that it is not feasible to provide wastewater service to the  
17 proposed structures. Those structures not required to connect to the ECUA  
18 wastewater system shall not be issued a building permit until the applicant has  
19 obtained the appropriate permit from the Health Department.

20  
21 **GOAL INF 2 SOLID WASTE**

22  
23 **Escambia County shall ensure the provision of environmentally safe and**  
24 **cost effective solid waste collection and disposal concurrent with the**  
25 **demand for such services.**

26  
27 **OBJ INF 2.1 Provisions of Solid Waste Services**

28  
29 **Ensure the safe and efficient provision of solid waste services through**  
30 **coordination with service providers, maximized use of existing landfill**  
31 **facilities, maintenance of appropriate levels of service, promotion of**  
32 **recycling and reuse, and protection of natural resources.**

33  
34 **POLICIES**

35  
36 **INF 2.1.1 Facility Funding.** The construction, maintenance, and operation of  
37 solid waste facilities will be funded by user fees.

38  
39 **INF 2.1.2 Perdido Landfill Operation.** Escambia County shall provide and  
40 operate the Perdido Landfill so as to accommodate the municipal solid waste  
41 disposal needs of the entire County.

42  
43 **INF 2.1.3 Perdido Landfill Expansion.** Escambia County shall acquire property  
44 adjacent to the Perdido Landfill so as to accommodate the long-term expansion  
45 of the facility and provide solid waste disposal capacity for future generations.

46

1 **INF 2.1.4 Level of Service (LOS) Standards.** The LOS standard for solid waste  
2 disposal shall be 6 pounds per capita per day.

3  
4 **INF 2.1.5 Concurrency Management.** Escambia County shall continuously  
5 monitor growth and development to ensure that the LOS standard is maintained  
6 concurrent with development, consistent with the Capital Improvements Element.

7  
8 **INF 2.1.6 LOS Evaluation and Revision.** By December 2011, Escambia County  
9 shall develop a report evaluating the current LOS standard for solid waste  
10 service provision. This report shall examine alternative LOS standards and  
11 establish a five-year plan to achieve and maintain a LOS that is sufficient to meet  
12 the County's projected needs. Upon completion of this report, recommendations  
13 for revisions to adopted LOS standards and other related policies identified within  
14 this report shall be adopted as amendments to the Escambia County  
15 Comprehensive Plan within 18 months.

16  
17 **INF 2.1.7 Recycling Program.** Escambia County shall cooperate with ECUA,  
18 franchised haulers and other entities involved in the collection or generation of  
19 solid waste and recycling of waste products, in the continued development and  
20 implementation of a recycling program within the County. It is the goal of  
21 Escambia County to comply with the statewide goal of reducing the amount of  
22 recyclable solid waste disposed of in waste management facilities, landfills or  
23 incineration facilities by at least 75 percent by 2020.

24  
25 **INF 2.1.8 Recycling Education.** Escambia County shall continue its public  
26 education and information campaigns aimed at informing the general public and  
27 specific solid waste generators of the benefits of recycling and other techniques  
28 designed to improve the useful life of the municipal solid waste management  
29 facilities within the County.

30  
31 **GOAL INF 3 STORMWATER MANAGEMENT**

32  
33 **Escambia County shall ensure the provision of environmentally safe and**  
34 **efficient stormwater management concurrent with the demand for such**  
35 **services.**

36  
37 **OBJ INF 3.1 Provision of Stormwater Management**

38  
39 **Ensure the safe and efficient provision of stormwater management through**  
40 **maximized use of existing facilities, maintenance of appropriate levels of**  
41 **service, correction of existing deficiencies and protection of natural**  
42 **resources.**

43  
44  
45  
46

1 **POLICIES**

2  
3 INF 3.1.1 **Existing Deficiencies.** Escambia County shall not issue development  
4 permits for projects, which fail to meet the design and performance criteria for  
5 correcting existing deficiencies.

6  
7 INF 3.1.2 **County System Improvements.** Escambia County shall continue its  
8 practice of enhancing localized and regional drainage systems to increase the  
9 LOS associated with development prior to current stormwater management  
10 requirements.

11  
12 INF 3.1.3 **Maintenance and Inspection.** Escambia County shall continue its  
13 periodic inspection and maintenance program of stormwater control structures to  
14 insure the proper functioning of such structures.

15  
16 INF 3.1.4 **Stormwater Management Enforcement.** Escambia County shall  
17 continue enforcement of its stormwater management ordinance, consistent with  
18 the Capital Improvements Element and in cooperation with the municipalities and  
19 regulatory agencies, pursuant to the detailed guidance provided by Escambia  
20 County's stormwater management plan.

21  
22 INF 3.1.5 **Vegetated Drainage Swales.** Where soil conditions permit, Escambia  
23 County may allow the use of vegetated swales on all new roadways and  
24 drainage rights-of-way.

25  
26 INF 3.1.6 **Facility Improvement Planning.** Escambia County shall utilize the  
27 best available information contained in the 1994 Stormwater Management Plan  
28 and its subsequent updates to assist in the planning of capital stormwater  
29 projects. The goal of the project planning shall be to retrofit existing areas of the  
30 County to as near to current stormwater levels of service as possible. Updated  
31 information shall be added to the stormwater management plan as funding  
32 allows, to support development and allow planning staff to plan for the future and  
33 minimize or eliminate facility deficiencies.

34  
35 INF 3.1.7 **Concurrency Management.** Escambia County shall ensure the  
36 provision of stormwater management facilities concurrent with the demand for  
37 such facilities as created by development or redevelopment through  
38 implementation of the Concurrency Management System.

39  
40 INF 3.1.8 **Developer Responsibilities.** Installation of stormwater management  
41 facilities made necessary by new development shall be the responsibility of the  
42 developer.

43  
44 INF 3.1.9 **Level of Service (LOS) Standards.** Stormwater management LOS  
45 standards shall be considered met if the application includes a stormwater  
46 management plan certified by a registered and licensed professional engineer

1 documenting the project's design, and subsequent construction is in compliance  
2 with the adopted LOS standard and such plan has been reviewed, inspected and  
3 approved by the County Engineer or designee. The minimum standards to be  
4 certified are:

5  
6 a. The post development run-off rate shall not exceed the pre-  
7 development run-off rate for a 25-year storm event, up to and  
8 including an event with greatest intensity. However, the County  
9 Engineer may reduce detention/retention storage requirements for  
10 developments that provide a direct discharge of treated stormwater  
11 to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido  
12 Bay.

13 b. Compliance with environmental resource permitting and other  
14 stormwater design and performance standards of the Florida  
15 Department of Environmental Protection and Northwest Florida  
16 Water Management District as prescribed in the Florida  
17 Administrative Code.

18 c. The contribution of the new development to any existing,  
19 functioning area-wide drainage system shall not degrade the ability  
20 of the area-wide system to adequately retain/detain/store and  
21 control stormwater run-off.

22 d. The design and construction for all major channels of stormwater  
23 systems under arterial and collector roads shall be predicated  
24 upon, and designed to control stormwater from, at least a 100-year  
25 storm event.

26  
27 **INF 3.1.10 Natural Drainage Features.** Existing functioning drainage features  
28 shall be utilized whenever sufficient capacity is available within such features.  
29 Utilization of natural drainage features shall be required when such use does not  
30 impact sensitive natural resources. The Land Development Code (LDC) shall  
31 include land use regulations that require site specific development plans to  
32 protect natural drainage features and incorporate such features into the site  
33 planning and development process.

34  
35 **INF 3.1.11 Untreated Stormwater.** Channeling untreated run-off directly into  
36 receiving waters shall be prohibited. Thus, no new "direct" discharge of untreated  
37 stormwater shall be permitted. Note: For the purposes of this plan, adequate  
38 vegetative filtration of sheet flow from pervious surfaces may be considered  
39 "treatment".

#### 40 **GOAL INF 4 POTABLE WATER**

41  
42  
43 **Escambia County shall ensure provision of environmentally safe and**  
44 **efficient potable water procurement, treatment and distribution concurrent**  
45 **with the demand for such services.**  
46

1 **OBJ INF 4.1 Provision of Potable Water Service**

2  
3 **Ensure the safe and efficient provision of potable water services through**  
4 **coordination with service providers, maximized use of existing facilities,**  
5 **maintenance of appropriate levels of service, correction of existing**  
6 **deficiencies, water conservation and protection of natural resources.**

7  
8 **POLICIES**

9  
10 INF 4.1.1 **Service Agreements.** Potable water service shall be provided at  
11 established levels of service within Escambia County consistent with the  
12 Interlocal Agreement between the County and ECUA, the Escambia County  
13 Utilities Authority Act and franchise agreements between Escambia County and  
14 other water service providers that were in operation on August 1, 1981.

15  
16 INF 4.1.2 **Cooperation with Service Providers.** Escambia County shall  
17 cooperate with the various water service providers to provide for the timely and  
18 efficient provision of potable water facilities or to correct facility deficiencies.

19  
20 INF 4.1.3 **Existing Facility Utilization.** The LDC shall contain provisions,  
21 regulations and incentives to encourage new development to utilize existing  
22 potable water facilities and systems to serve the needs of the development.

23  
24 INF 4.1.4 **Concurrency Management.** Escambia County shall ensure the  
25 provision of potable water facilities concurrent with the demand for such facilities,  
26 but no later than the certificate of occupancy, as created by development or  
27 redevelopment through implementation of the Concurrency Management  
28 System.

29  
30 INF 4.1.5 **Facility Funding.** All costs for potable water facilities shall be the  
31 responsibility of the service providers and shall be funded by user fees, special  
32 assessments, developer contributions and state or federal grants or other means.  
33 Escambia County may consider additional funding mechanisms as appropriate.

34  
35 INF 4.1.6 **Developer Responsibility.** The cost of water line extensions made  
36 necessary by new development shall be the responsibility of the developer  
37 unless otherwise funded by the service provider.

38  
39 INF 4.1.7 **Level of Service (LOS) Standards.** The LOS standard for potable  
40 water service within Escambia County shall be 250 gallons per residential  
41 connection per day. For non-residential uses, the LOS requirements shall be  
42 based upon an Equivalent Residential Connection (ERC) to be calculated by the  
43 service provider at the time of application. Escambia County shall continue to  
44 work with the water providers to ensure adequate capacity is available.  
45

1 **INF 4.1.8 LOS Compliance Agreements.** Escambia County shall implement the  
2 Interlocal Agreement between Escambia County and the ECUA, and shall  
3 execute agreements with the other entities providing water service in the  
4 unincorporated areas of Escambia County, to establish procedures for assurance  
5 of compliance with LOS standards.

6  
7 **INF 4.1.9 LOS Evaluation and Revision.** By December 2011, Escambia County  
8 shall develop a report evaluating the current LOS standard for potable water  
9 service provision. This report shall examine alternative LOS standards and  
10 establish a five-year plan to achieve and maintain a LOS that is sufficient to meet  
11 the County's projected needs. Upon completion of this report, recommendations  
12 for revisions to adopted LOS standards and other related policies identified within  
13 this report shall be adopted as amendments to the Escambia County  
14 Comprehensive Plan within 18 months.

15  
16 **INF 4.1.10 Conservation and Monitoring.** Escambia County shall promote  
17 conservation of potable water resources and periodically monitor per capita water  
18 consumption to confirm decreases over the planning time frame.

19  
20 **INF 4.1.11 Mandated Conservation Measures.** Escambia County shall require  
21 compliance with all state and federal mandated water conservation measures.

22  
23 **INF 4.1.12 Area of Water Resource Concern.** An area of water resources  
24 concern may be established by the Northwest Florida Water Management District  
25 (NFWFMD) to protect the area's water resources from depletion, salt water  
26 intrusion, or contamination, or from any other activity, which may substantially  
27 affect the quality or quantity of the area's water resources. Within such area, the  
28 NFWFMD may establish lower permit thresholds, maximum and minimum  
29 levels, and stipulate any limiting conditions as necessary to monitor, manage,  
30 and control the use of water. Escambia County shall cooperate with the  
31 NFWFMD in its enforcement of regulations if an area of water resources  
32 concern is established within Escambia County.

33  
34 **INF 4.1.13 Additional Conservation Opportunities.** Escambia County shall  
35 implement water conservation measures for County owned and operated  
36 facilities. These measures may include, but not be limited to, the use of  
37 reclaimed water for irrigation and the use of drought tolerant landscaping. In  
38 addition, the County shall explore opportunities for establishing and coordinating  
39 water conservation programs with local potable water providers.

40  
41 **GOAL INF 5 AQUIFER RECHARGE PROTECTION**

42  
43 **Escambia County shall protect and provide for the rainfall recharge of the**  
44 **sand and gravel aquifer, the principal source of the County's potable water.**  
45  
46

1 **OBJ INF 5.1 Aquifer Protection**

2  
3 **Utilize LDC provisions, state funding, aquifer modeling, and other tools and**  
4 **resources to safeguard the long-term integrity of the sand and gravel**  
5 **aquifer.**

6  
7 **POLICIES**

8  
9 **INF 5.1.1 Groundwater Recharge Protection.** Escambia County shall, through  
10 LDC provisions, protect groundwater recharge quantity and quality by regulating  
11 lot coverage, extent of impervious surfaces, land uses, open space and  
12 stormwater management throughout the County.

13  
14 **INF 5.1.2 Abandoned Wells.** Escambia County shall cooperate with the  
15 NFWFMD to obtain state funding for an abandoned well plugging program,  
16 including requests to the legislature to fund the program. Further, Escambia  
17 County and its officials shall notify the NFWFMD anytime information becomes  
18 available to the County regarding the location, or possible location, of an  
19 abandoned well. County officials shall immediately communicate the location of  
20 any abandoned well to the NFWFMD so that the district may initiate appropriate  
21 actions.

22  
23 **INF 5.1.3 Wellhead Protection.** Wellhead protection zones shall be located  
24 based in part upon the most current NFWFMD three-dimensional sand and  
25 gravel aquifer computer model. Compliance with design and performance  
26 standards pursuant to Chapter 62.532 Florida Administrative Code, is required to  
27 adopt FDEP minimum wellhead protection standards. The Potable Wells  
28 Wellhead Protection Areas Map is attached herein to this ordinance as Exhibit I.

29  
30 **INF 5.1.4 Cooperation.** Escambia County shall cooperate with ECUA, the City of  
31 Pensacola and the NFWFMD in the use and application of the three-dimensional  
32 sand and gravel aquifer computer model and use the results of the model in the  
33 protection of public potable water wells and wellfields. The method of cooperation  
34 between Escambia County and the other agencies will be embodied within an  
35 Interlocal Agreement.

36  
37 **INF 5.1.5 Development Review.** Escambia County shall employ the three-  
38 dimensional sand and gravel aquifer computer model in reviewing applications  
39 for development approval in areas with public potable water system wells as  
40 defined by statute.

41  
42  
43  
44  
45  
46

1 **Chapter 11 Coastal Management Element.**

2

3 The purpose of the Coastal Management Element is to address both the natural  
4 hazards and the natural resources particular to Escambia County as a coastal  
5 county. The element establishes the necessary protection from hazards, including  
6 limiting public expenditures that subsidize development in areas subject to natural  
7 disasters. Additionally, the element ensures an orderly and balanced utilization of  
8 coastal zone resources that conserves and restores their quality.

9

10 **GOAL COA 1 HAZARD MITIGATION**

11

12 **Escambia County shall reduce the exposure of people and property to**  
13 **natural hazards and limit public expenditures in coastal areas subject to**  
14 **destruction by natural disaster.**

15

16 **OBJ COA 1.1 General Hazard Mitigation**

17

18 **Reduce the exposure of people and property to natural hazards.**

19

20 **POLICIES**

21

22 COA 1.1.1 **Building Code.** Escambia County shall, through adoption of the  
23 Florida Building Code, regulate the construction, alteration, use, maintenance  
24 and other aspects of buildings and structures to minimize the exposure to wind,  
25 flood, fire and other hazards.

26

27 COA 1.1.2 **Flood Hazard Maps.** Escambia County shall, through Land  
28 Development Code (LDC) provisions and adoption of the County Flood  
29 Insurance Study with accompanying Flood Insurance Rate Maps, regulate land  
30 use and development within areas of special flood hazard identified by the  
31 Federal Emergency Management Agency (FEMA).

32

33 COA 1.1.3 **Flood Elevation.** Escambia County shall, as supported by federal  
34 emergency management regulations (Title 44, Code of Federal Regulations  
35 (CFR) 60.1) and the County's experience of significant flood hazard events,  
36 require additional height above the base flood elevation to more effectively  
37 reduce the exposure of people and property to losses from flood hazards.

38

39 COA 1.1.4 **Beach and Dune Systems.** The County shall protect and enhance  
40 the primary dune system. The LDC shall contain provisions requiring dune  
41 protection and shall specifically require the planting of sea oats by new  
42 development in primary dune areas. dune enhancement projects shall through  
43 the local hazard mitigation strategy. Dune enhancement projects may include the  
44 planting of native salt tolerant dune vegetation, installation of sand fences,  
45 beach/dune renourishment, and other similar activities that assure the existence,  
46 integrity and function of dunes.



1  
2 COA 1.1.5 **Stormwater Management.** Escambia County shall, through LDC  
3 provisions and periodic drainage basin studies, improve existing public  
4 stormwater management systems and assure the provision of adequate drainage  
5 facilities concurrent with the demand for such facilities to reduce the exposure of  
6 people and property to flood hazards.

7  
8 COA 1.1.6 **Wastewater Systems.** Escambia County shall, through LDC  
9 provisions and coordination with sanitary sewer providers, expand  
10 environmentally safe and efficient wastewater collection, treatment and disposal  
11 systems, especially in developed areas where elimination of septic tanks may  
12 improve public health and safety through reduced contamination of surface water  
13 and groundwater resources.

14  
15 COA 1.1.7 **Future Land Use and Zoning.** Escambia County shall, through  
16 Future Land Use categories, zoning districts, and LDC provisions, regulate land  
17 use and development to reduce the exposure of people and property to natural  
18 hazards.

19  
20 COA 1.1.8 **Mitigation Strategy.** Escambia County shall, particularly through the  
21 Local Mitigation Strategy (LMS), coordinate with other local and regional  
22 governing and regulating authorities, private and civic organizations, and others  
23 with interest in mitigation strategies and initiatives, to reduce the exposure of  
24 people and property to natural hazards.

25  
26 COA 1.1.9 **Emergency Management.** Escambia County shall update and  
27 implement its Comprehensive Emergency Management Plan, utilizing best  
28 available information and data, including recommendations and guidance  
29 provided in the Northwest Florida Hurricane Study (U.S. Army Corps of  
30 Engineers, July 1999), the Escambia County Hurricane Evacuation Clearance  
31 Time Model prepared by PBS&J, subsequent revisions to these, and other  
32 appropriate sources as they become available.

33  
34 COA 1.1.10 **Report Recommendations.** Escambia County shall incorporate  
35 recommendations from various interagency hazard mitigation reports, as  
36 practical.

37  
38 **OBJ COA 1.2 Coastal High-Hazard Area**

39  
40 **Direct population concentrations away from coastal high-hazard areas,**  
41 **limiting development within those areas and any public expenditure that**  
42 **subsidizes development there.**

43  
44  
45  
46

1 **POLICIES**

2  
3 COA 1.2.1 **Establishment and Adoption.** The Coastal High-Hazard Area  
4 (CHHA) of Escambia County shall be established as “the area below the  
5 elevation of the Category 1 Storm Surge Line as established by a Sea, Lake, and  
6 Overland Surges from Hurricane (SLOSH) computerized storm surge model.”  
7 Escambia County adopted the Coastal High-Hazard Area Map as the delineation  
8 of the CHHA and will use the most current SLOSH model to maintain the map.  
9 The CHHA Map is attached herein to this ordinance as Exhibit J.

10  
11 COA 1.2.2 **Expenditure Limits.** Public expenditures within the CHHA shall be  
12 limited to the provision or support of recreation uses (i.e., parks), improvements  
13 required to increase public beach access, erosion control devices and  
14 infrastructure necessary to correct pre-existing deficiencies.

15  
16 COA 1.2.3 **Facilities Criteria.** Escambia County shall not place new public  
17 facilities within the CHHA unless the following criteria are met:

- 18  
19 a. The facility is necessary to protect human lives or preserve  
20 important natural resources; and  
21 b. The service provided by the facility cannot be provided at  
22 another location outside the CHHA; and  
23 c. The facility is designed to provide the minimum capacity  
24 necessary to meet Level of Service (LOS) standards for its service  
25 area and its sizing is consistent with the densities and intensities  
26 reflected on the future land use map.

27  
28 COA 1.2.4 **Infrastructure Inventory.** Escambia County shall maintain an  
29 inventory of infrastructure located within the CHHA. The 1995 report on coastal  
30 infrastructure shall be updated annually. The Comprehensive Plan  
31 Implementation Committee shall produce a report for consideration by the  
32 Escambia County Board of County Commissioners (BCC) that presents  
33 opportunities to relocate or replace such infrastructure.

34  
35 COA 1.2.5 **Prohibited Uses.** Escambia County shall, through LDC provisions,  
36 prohibit the location of new group homes, nursing homes, or other uses that have  
37 special evacuation requirements in the CHHA.

38  
39 COA 1.2.6 **Mobile Home Development.** The Escambia County shall, through  
40 LDC provisions, not allow new mobile home developments within the CHHA.

41  
42 COA 1.2.7 **Post-disaster Assessment.** Escambia County staff shall, as part of  
43 the post-disaster review of a hurricane or other major storm event, reassess the  
44 current and future populations within the CHHA and provide recommendations to  
45 the BCC within 12 months of the storm event.

1 **OBJ COA 1.3 Population Evacuation**

2  
3 **Maintain the capability to promptly and safely evacuate people from hazard**  
4 **prone areas in the event of an impending hurricane or other natural**  
5 **disaster.**

6  
7 **POLICIES**

8  
9 COA 1.3.1 **Evacuation Zones.** Escambia County shall establish and maintain  
10 hurricane evacuation zones based on storm intensity categories.

11  
12 COA 1.3.2 **Infrastructure Improvements.** Escambia County shall, by ordinance,  
13 provide for funding sources for infrastructure improvements necessary to meet  
14 hurricane evacuation standards including, but not limited to, the creation of tax  
15 increment financing districts. Following the adoption of any such ordinance, the  
16 Five-Year Schedule of Capital Improvements shall be amended to identify the tax  
17 increment, or other financing funds allocated and available for each infrastructure  
18 improvement. The identification and availability of such funding shall be a  
19 prerequisite to approval of any development that requires an increase or  
20 expansion of infrastructure.

21  
22 COA 1.3.3 **Roadway Clearance Times.** Escambia County shall maintain a 12-  
23 hour roadway clearance time for hurricane evacuation to the nearest shelter that  
24 is reasonably expected to accommodate existing residents, a percentage of  
25 tourists, and any new residents that are expected from development approvals or  
26 potential future land use amendments that increase density. Time to the nearest  
27 shelter with adequate capacity shall be assessed based upon a category five  
28 storm event as measured on the Saffir-Simpson scale.

29  
30 COA 1.3.4 **Transportation Planning.** Escambia County shall support critical  
31 roadway segment improvements through participation with the Florida-Alabama  
32 Transportation Planning Organization (TPO) and interaction with the Florida  
33 Department of Transportation (FDOT) to further reduce hurricane evacuation  
34 times. The Evacuation Routes / Evacuation Zones Map is attached herein to this  
35 ordinance as Exhibit K.

36  
37 COA 1.3.5 **Special Needs Evacuees.** Escambia County shall implement the  
38 evacuation procedures for special needs evacuees as outlined in the  
39 Comprehensive Emergency Management Plan. The Division of Emergency  
40 Management will maintain a voluntary register of people who need assistance  
41 during an evacuation as required by Chapter 252, Florida Statutes. The Division  
42 of Emergency Management will ensure that an annually updated list of special  
43 needs shelters is available and maintained at the emergency operations center.

44  
45 COA 1.3.6 **Interstate Highway Improvements.** Escambia County shall support  
46 improvements to the Interstate Highway System serving northwest Florida.

1 Specifically, the County shall support and encourage the construction of a new  
2 segment of interstate connecting I-10 and I-65; however, the County's support is  
3 contingent upon the location of the connecting segment being within or in close  
4 proximity to Escambia County so as to provide improved hurricane evacuation  
5 times from the County's coastal areas.

6  
7 **COA 1.3.7 Coordination with Alabama.** Escambia County will continue yearly  
8 intergovernmental coordination efforts with State of Alabama officials regarding  
9 hurricane evacuation.

10  
11 **COA 1.3.8 Development Impact Analysis.** The Comprehensive Plan  
12 Implementation Annual Report shall include an analysis of proposed and new  
13 developments' impact on hurricane evacuation times. The BCC, upon receipt of  
14 the report from the Local Planning Agency (LPA), will address any deficiencies  
15 identified in the report and take corrective measures as necessary. The report  
16 and recommendations will consider the actual development that has occurred  
17 during the evaluation period (preceding 12 months) as well as the projected  
18 development anticipated to be approved during the succeeding evaluation  
19 period. The needed corrective actions by the BCC will maintain or reduce the  
20 County's adopted roadway clearance time.

21  
22 **COA 1.3.9 Development Orders.** All development order applications that  
23 propose 50 or more dwelling and/or lodging units (on a one-time or cumulative  
24 basis) within the CHHA shall be evaluated for impact to roadway evacuation  
25 times to shelter. Additionally, through LDC provisions, the County may require  
26 such evaluation of other developments based on the number and location of new  
27 units proposed. Escambia County shall not issue a development order for a  
28 project if it is determined that the proposed development would cause the  
29 adopted roadway evacuation time for hurricane evacuation to shelter to be  
30 exceeded.

31  
32 Hurricane evacuation times shall be evaluated based on all existing and vested  
33 development in the County, including individual building permits for buildings that  
34 are not part of a larger development plan approval.

35  
36 **COA 1.3.10 Notifications.** Escambia County shall notify households of their  
37 need to evacuate at various threat levels. Hotels, motels and other similar  
38 facilities shall conspicuously post the need for evacuation, evacuation routes and  
39 shelter locations.

40  
41 **COA 1.3.11 Roadway Lane Changes.** Escambia County shall allow reverse  
42 laning on multi-lane roadways and evacuation routes during evacuation events in  
43 cooperation with public safety officials (Florida Highway Patrol, Escambia County  
44 Sheriff's Office, Gulf Breeze and Pensacola Police Departments, etc.).  
45

1 COA 1.3.12 **Shelter Locations.** The Escambia County Division of Emergency  
2 Management shall identify appropriate shelter locations for evacuees. The  
3 Division of Emergency Management shall work with the Escambia County School  
4 District, the University of West Florida, Pensacola Junior College, and the  
5 Northwest Florida Chapter of the American Red Cross (ARC) to identify  
6 additional shelter capacity, based on ARC 4496 structural criteria, through  
7 mitigation projects and the incorporation of enhanced hurricane protection areas  
8 into new construction projects. The County may establish a County-wide fee to  
9 pay for hurricane evacuation shelters and other necessary mitigation measures,  
10 operational capabilities, and infrastructure necessary to maintain the adopted  
11 hurricane evacuation LOS.

12  
13 COA 1.3.13 **Adopted Routes.** Escambia County’s Hurricane Evacuation Route  
14 Map identifies the adopted hurricane evacuation routes.

15  
16 COA 1.3.14 **Roadway Improvements.** Escambia County shall promote, to the  
17 greatest extent possible, roadway improvements identified by state and local  
18 transportation organizations as critical to hurricane evacuation.

19  
20 **OBJ COA 1.4 Redevelopment**  
21  
22 **Reduce or eliminate unsafe conditions and inappropriate land use through**  
23 **post-disaster redevelopment and as other opportunities occur.**

24  
25 **POLICIES**

26  
27 COA 1.4.1 **National Flood Insurance.** Escambia County shall participate in the  
28 National Flood Insurance Program (NFIP) in conformance with Public Law 93-  
29 288.

30  
31 COA 1.4.2 **Post-Disaster Plan.** Escambia County shall implement the Post  
32 Disaster Redevelopment Plan whose purpose is to reduce or eliminate the  
33 exposure of human life and public and private properties to natural hazards.  
34 Additionally, the plan distinguishes between immediate repair and cleanup  
35 actions needed to protect public health and safety and long-term repair and  
36 redevelopment activities. To assist with the implementation of this policy, the  
37 County shall maintain an inventory of areas that have experienced repeated  
38 damage from coastal storms. The County will use the inventory in guiding and  
39 directing redevelopment activities, including those activities associated with  
40 repairing or relocating infrastructure.

41  
42 COA 1.4.3 **Priority Recovery Actions.** Escambia County shall give permitting  
43 priority to immediate recovery actions needed to protect public health and safety  
44 following hurricane storm events or natural disasters. Such priority actions will  
45 include, but not be limited to, debris removal; roadway and infrastructure repair;  
46 water use restrictions, if necessary; access restrictions, if required to protect lives

1 or property; and other similar activities needed to assure the safe movement of  
2 people, goods and supplies within the impacted area. Long-term repair or  
3 recovery actions, such as relocating infrastructure, rebuilding of damaged  
4 structures and the like, will be distinguished from the short-term actions herein  
5 described.

6  
7 **COA 1.4.4 Structure Damage Criteria.** The Post Disaster Redevelopment Plan  
8 shall be re-evaluated within one (1) year of a disaster or a minimum of every five  
9 (5) years if no disasters occur. The Post Disaster Redevelopment Plan will  
10 provide a process and criteria for the relocation, removal or modification of  
11 damaged structures. The criteria will include, but not be limited to:

- 12
- 13 a. Compliance with national flood insurance minimum elevation and
- 14 construction standards;
- 15 b. Conformance with coastal construction standards pursuant to
- 16 Chapter 161, Florida Statutes;
- 17 c. Hazard mitigation sufficiency;
- 18 d. Extent of damage;
- 19 e. The impact the removal or modification of the structure would
- 20 have on:
  - 21 1. Important natural resources;
  - 22 2. Infrastructure;
  - 23 3. The need to protect lives and property;
  - 24 4. Financial feasibility; and
- 25 f. Consistency with the requests, recommendations or permits
- 26 issued by state or federal regulatory agencies.
- 27

28 **COA 1.4.5 Public Safety Recommendations.** The Escambia County Public  
29 Safety Official shall make recommendations to the BCC, as needed, regarding  
30 Comprehensive Plan and ordinance amendments to insure consistency with the  
31 Comprehensive Emergency Management Plan and applicable inter-agency  
32 hazard mitigation reports.

33  
34 **COA 1.4.6 Intergovernmental Task Force.** An Intergovernmental Task Force,  
35 as outlined in the Post Disaster Redevelopment Plan, shall foster cooperation  
36 between local governments during pre-disaster planning, post-disaster mitigation  
37 analysis, and redevelopment. Additionally, the task force will be activated and  
38 mobilized for a minimum of 60 days following a disaster declaration. The task  
39 force will make recommendations concerning predisaster planning, post-disaster  
40 mitigation analysis, and redevelopment for inclusion in the Comprehensive Plan  
41 Implementation Annual Report of every fiscal year during which it was mobilized.

42  
43 **COA 1.4.7 Local Mitigation Strategy.** Escambia County shall maintain and  
44 update the adopted LMS (approved by FEMA in 2004) at five-year intervals. The  
45 Planning Official shall ensure LMS coordination among the County's Emergency  
46 Management, the Emergency Medical Services, 911 Communication, Fire

1 Services, law enforcement agencies, ARC, civic groups, other local, state, and  
2 regional agencies and Escambia County planning staff to predict and assign  
3 future responsibilities for pre-disaster planning, response, recovery, and  
4 mitigation activities.

5

6 **OBJ COA 1.5 Levels of Service**

7

8 **Ensure that satisfactory LOS standards, consistent with Escambia County**  
9 **Concurrency Management System, are maintained within the coastal area.**

10

11 **POLICIES**

12

13 COA.1.5.1 **Concurrency Management.** Escambia County will ensure that  
14 required infrastructure is available to serve proposed development or  
15 redevelopment in the coastal areas by implementing the concurrency  
16 management system described in the Concurrency Management System  
17 Element and implemented through the Infrastructure, Mobility and Capital  
18 Improvement Elements.

19

20 COA 1.5.2 **Evacuation Requirements.** All proposed development or  
21 redevelopment within the coastal area shall be consistent with safe evacuation  
22 requirements established by this plan and the Escambia County LDC.

23

24 **GOAL COA 2 COASTAL RESOURCE PROTECTION**

25

26 **Escambia County shall maintain, restore, and enhance the overall quality of**  
27 **the coastal environment, utilizing and preserving all coastal resources**  
28 **consistent with sound conservation principles, including restricting**  
29 **development activities.**

30

31 **OBJ COA 2.1 General Coastal Resource Protection**

32

33 **Protect, conserve, and enhance coastal ecosystems, environmentally**  
34 **sensitive areas, water resources, living marine resources, remaining**  
35 **coastal barriers, wildlife habitats and other natural coastal resources.**

36

37 **POLICIES**

38

39 COA 2.1.1 **Consistency with Plan.** In addition to the provisions of the Coastal  
40 Management Element, the coastal ecosystems, environmentally sensitive areas,  
41 water resources, living marine resources, remaining coastal barriers, wildlife  
42 habitats, and other natural coastal resources of Escambia County shall be  
43 protected, conserved and enhanced consistent with the goals, objectives and  
44 policies of the Conservation Element of this plan.

45

1 COA 2.1.2 **Resource Monitoring.** Escambia County staff shall monitor the  
2 resources referenced in Objective COA 2.1 and provide recommendations to the  
3 BCC regarding their protection, conservation, and enhancement. Monitoring data  
4 and recommendations shall be included in the Comprehensive Plan  
5 Implementation Annual Report and shall include at least:

- 6
- 7 a. Changes in the total acreage of coastal wetlands and the extent
- 8 of coastal wetland communities;
- 9 b. Changes in the volume of the commercial fish catch and the
- 10 amount of fish and shellfish annually landed;
- 11 c. Changes in acreage of protected land on barrier islands; and
- 12 d. Changes in acreage of coastal lands held for conservation and
- 13 recreation use.
- 14

15 COA 2.1.3 **Development Impact Limits.** Escambia County shall, through LDC  
16 provisions and other measures, limit the specific and cumulative impacts of  
17 development or redevelopment upon the resources referenced in Objective COA  
18 2.1.

19

20 COA 2.1.4 **Habitat Conservation.** Escambia County shall protect the habitat of  
21 protected species on Perdido Key through the development and implementation  
22 of a comprehensive Habitat Conservation Plan in coordination with the U.S. Fish  
23 and Wildlife Services (FWS) and the Florida Fish and Wildlife Conservation  
24 Commission (FFWCC). Until the Habitat Conservation Plan becomes effective,  
25 the County shall implement an existing Intergovernmental Coordination  
26 Agreement that requires permit coordination and mitigation for any habitat of a  
27 listed species that is taken.

28

29 COA 2.1.5 **Interlocal Agreements.** Escambia County shall protect estuaries  
30 within the jurisdiction of the County and other local governments through  
31 Interlocal Agreements with the City of Pensacola, the City of Gulf Breeze, and  
32 Santa Rosa County. The agreements will establish procedures whereby each  
33 government will be afforded the opportunity to review development proposals  
34 that affect Escambia Bay, Santa Rosa Sound, East Bay or other water bodies  
35 deemed appropriate. The agreements shall ensure that adequate sites for water  
36 dependent uses are made available, estuarine pollution is prevented, surface  
37 water runoff is controlled, living marine resources are protected, exposure to  
38 natural hazards is reduced and public access to the shorelines is maintained.

39

40 **OBJ COA 2.2 Shoreline Use Protection**

41

42 **Preserve adequate shoreline for public access and recreational and**  
43 **commercial water-dependent and water-related uses.**

44

45

46



1 **POLICIES**

2  
3 COA 2.2.1 **Structure Setbacks.** Escambia County shall require natural  
4 shorelines wherever possible. Development shall be required to provide  
5 adequate setbacks for structures other than water-dependent/water-related and  
6 stormwater management. A minimum 15' setback is required for construction  
7 activities proposed along shorelines. The setback shall be measured from the  
8 mean high water line.  
9

10 Exemptions: Bulkheads, gazebos, docks, walkways, piers, and boathouses may  
11 be constructed within this setback.  
12

13 COA 2.2.2 **Shoreline Siting Priorities.** Escambia County shall, through zoning  
14 districts and LDC provisions, regulate shoreline land uses. Additionally, the uses  
15 shall be limited to the following, listed in descending order of priority:  
16

- 17 a. Conservation or recreation;
  - 18 b. Water-dependent commercial/industrial;
  - 19 c. Residential;
  - 20 d. Water-related commercial/industrial.
- 21

22 COA 2.2.3 **Waterfront Use Priorities.** Escambia County shall, through zoning  
23 districts and LDC provisions, regulate the siting of water-dependent and water-  
24 related commercial/industrial uses. Additionally, the uses shall be limited to the  
25 following, listed in descending order of priority:  
26

- 27 a. Public use marinas;
  - 28 b. Water-dependent utilities;
  - 29 c. Water-dependent industries and associated docking facilities;
  - 30 d. Docks for water-dependent industry;
  - 31 e. Water-related industries and associated docking facilities;
  - 32 f. Docks for water-related industry.
- 33

34 COA 2.2.4 **Marina Siting Regulations.** Escambia County shall, through LDC  
35 provisions, regulate the development of marinas and provide incentives to  
36 exceed minimum standards, to resist the impacts of natural disasters and  
37 minimize impacts to submerged aquatic vegetation and water quality.  
38

39 COA 2.2.5 **Public Access.** Escambia County shall enforce the public access  
40 requirements of the Coastal Zone Protection Act of 1985 and shall include such  
41 requirements within the LDC.  
42

43 COA 2.2.6 **County-Owned Sites.** Escambia County shall maintain County-  
44 owned shoreline or open space access sites and provide adequate parking  
45 facilities for each site.  
46

1 COA 2.2.7 **Federal and State Assistance.** Escambia County shall seek all  
2 available federal and state financial assistance to increase public access to the  
3 shoreline.

4  
5 COA 2.2.8 **Alternative Public Access.** Escambia County's development review  
6 process shall consider impacts of development or redevelopment on publicly  
7 established access ways to the beach. Developments that would preclude such  
8 access shall not be approved unless a comparable alternative access way is  
9 provided as a condition of development approval.

10  
11 COA 2.2.9 **Public Access Acquisition.** Escambia County shall continually  
12 coordinate with local real estate professionals to develop, prioritize and update a  
13 list of shoreline sites for potential public acquisition with the intent to obtain title,  
14 easements or other ownership interest in areas commonly used for public  
15 access.

16  
17 COA 2.2.10 **Public Access Inventory.** Escambia County shall maintain and  
18 update on a two-year cycle an inventory of public beach access facilities,  
19 including those in the coastal area, and periodically survey conditions at those  
20 sites.

21  
22 COA 2.2.11 **Publicly-Maintained Shoreline.** Escambia County shall provide  
23 public access to shoreline nourished at public expense. This access shall be  
24 provided at one-half mile intervals or less, as practical.

25  
26 **OBJ COA 2.3 Beach and Dune Protection**

27  
28 **Protect beaches and dunes and restore degraded beach and dune systems.**

29  
30 **POLICIES**

31  
32 COA 2.3.1 **Dune Protection and Enhancement.** Escambia County shall protect  
33 and enhance the primary dune and other dune systems as appropriate. The  
34 County will seek funding for dune enhancement projects through the LMS. Dune  
35 enhancement projects may include the planting of native salt tolerant vegetation,  
36 installation of sand fences, beach/dune nourishment, and other similar activities  
37 that assure the existence, integrity and function of dunes.

38  
39 COA 2.3.2 **Shoreline Protection Zones.** Escambia County shall establish  
40 shoreline protection zones and preserve beaches, dunes and other shoreline  
41 resources. For all gulf-front properties, the protection zone shall commence at  
42 the mean high water line and run landward to the 1975 Coastal Construction  
43 Control Line (CCCL). The County shall regulate within the zone by requiring a  
44 landward setback greater than or equal to the 1975 CCCL boundary for major  
45 structures, minor structures, and uninhabitable major structures. To prevent  
46 takings, Pensacola Beach gulf-front properties that have an insufficient building

1 area to rebuild or redevelop may request a variance to allow reconstruction of a  
2 similar structure provided that intrusion into Shoreline Protection Zone is reduced  
3 to the maximum extent possible.

4  
5 COA 2.3.3 **State and Federal Permits.** No new construction seaward of the  
6 CCCL will be allowed until the applicant for such construction has obtained all  
7 necessary permits and approvals from state or federal regulatory agencies.

8  
9 COA 2.3.4 **Beach and Shoreline Regulations.** Escambia County shall protect  
10 beach and shoreline systems. These regulating provisions shall be reviewed  
11 annually for the Comprehensive Plan Implementation Annual Report and  
12 updated as necessary to address concerns and issues including, but not limited  
13 to, the following:

- 14
- 15 a. "White Sand" regulations;
- 16 b. Shoreline protection zone;
- 17 c. CCCL-related regulations;
- 18 d. Dune replenishment, enhancement and re-vegetation programs;
- 19 and
- 20 e. Wetland and environmentally sensitive area regulations.

21  
22 COA 2.3.5 **Beach Nourishment Assistance.** Escambia County shall continue  
23 its practice of cooperating with, and encouraging, the U.S. Army Corps of  
24 Engineers (ACOE) and the Florida Department of Environmental Protection  
25 (FDEP) to nourish public beaches using white sand made available by  
26 maintenance dredging of Pensacola Pass, the bays, bayous and/or sound, or  
27 other water bodies within or near Escambia County.

28  
29 COA 2.3.6 **Beach Hardening Restrictions.** No hardening (seawalls, break  
30 waters, revetments, etc.) of gulf beaches shall be allowed unless such hardening  
31 has been determined to have an overriding public purpose. Such determination,  
32 by necessity, will be made cooperatively between all regulatory agencies having  
33 authority over the gulf beaches.

34  
35 COA 2.3.7 **State and Federal Funds.** Through the LMS, Escambia County shall  
36 jointly seek state or federal funding, for the development and establishment of a  
37 "Dune Restoration and Protection Program" that will be applicable to all County-  
38 owned shoreline areas.

39  
40 COA 2.3.8 **Conservation and Recreation Future Land Use.** Escambia County  
41 shall implement provisions applicable to the designated Recreation (REC) and  
42 Conservation (CON) future land use areas on Santa Rosa Island and Perdido  
43 Key that provide for public use and recreation while maintaining the important  
44 natural features, functions, and habitats of the areas. The provisions shall  
45 minimize the impacts of development on sensitive natural systems and will  
46 include:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

- a. Prevention of motor vehicle traffic on beaches and dune areas, excluding publicly authorized vehicles;
- b. Prevention of destruction of native vegetation from beach pedestrian traffic by providing boardwalks and dune walkover structures;
- c. Improvement of parking at high-use beach sites;
- d. Placement of secure bicycle racks at beach sites to encourage bicycle transportation;
- e. The preparation and implementation of techniques needed to protect established or identified nesting bird colonies, including restrictions on public access to such nesting areas; and
- f. Limitations on public access or the provision of alternate routes in environmentally sensitive beach dune areas (i.e., dunes undergoing restabilization).

1 **Chapter 12 Conservation Element.**

2  
3 The purpose of the Conservation Element is to ensure the protection of  
4 Escambia County's natural resources. The conservation and appropriate use of  
5 these resources is critical to maintaining a high quality of life for County residents  
6 and ensuring sustainable economic growth. The goals, objectives and policies of  
7 this element are intended to guide the management of air, water, soil, mineral,  
8 vegetative, wildlife and other natural resources in fulfillment of this purpose  
9 without County duplication of federal and state requirements.

10  
11 **GOAL CON 1 RESOURCE MANAGEMENT**

12  
13 **Escambia County shall conserve, protect and appropriately use all natural**  
14 **resources.**

15  
16 **OBJ CON 1.1 General Resource Management**

17  
18 **Effectively manage the natural resources of Escambia County through**  
19 **sound conservation principles.**

20  
21 **POLICIES**

22  
23 **CON 1.1.1 Environmentally Sensitive Lands.** Escambia County shall inventory  
24 the County's environmentally sensitive lands as defined in Chapter 3, Definitions.  
25 The Escambia County Wetlands Map and the Escambia County Special Flood  
26 Hazard Areas Map are attached to this ordinance as Exhibits L and M,  
27 respectively.

28  
29 **CON 1.1.2 Wetland and Habitat Indicators.** Escambia County has adopted and  
30 will use the National Wetlands Inventory Map, the Escambia County Soils  
31 Survey, and the Florida Fish and Wildlife Conservation Commission's (FWCC)  
32 LANDSAT imagery as indicators of the potential presence of wetlands or listed  
33 wildlife habitat in the review of applications for development approval. The  
34 Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.

35  
36 **CON 1.1.3 Resource Status Indicators.** Escambia County shall utilize surveys,  
37 sampling, and other available data sources to assess indicators of natural  
38 resource gains or losses.

39  
40 **CON 1.1.4 Species Diversity.** Escambia County shall maintain and enhance  
41 plant and animal species diversity and distribution within the County.

42  
43 **CON 1.1.5 Open Space Minimums.** Escambia County shall provide incentives  
44 to exceed minimum standards to preserve or establish minimum open space  
45 within developments to ensure public health, safety, and welfare, to provide

1 recreational and aesthetic benefits, and to accommodate groundwater recharge,  
2 tree canopy cover, wildlife habitat and other natural resource functions.

3

4 **CON 1.1.6 Natural Reservation Protection.** Escambia County shall protect  
5 existing natural reservations as identified in the Recreation and Open Space  
6 Element, or as may additionally be created by action of the federal, state or  
7 County government.

8

9 **CON 1.1.7 Habitat Management.** Escambia County shall require a habitat  
10 management plan for those lands identified as providing listed species habitat  
11 within its jurisdiction. The habitat management plan shall be submitted and  
12 approved by the wildlife agency or agencies having jurisdiction over the species  
13 prior to the approval of the site plan or functional equivalent.

14

15 **CON 1.1.8 Habitat Protection.** Escambia County shall coordinate with the  
16 FDEP, FFWCC and other state or federal agencies so as to provide the fullest  
17 protection to marine or wildlife habitats that may be impacted by existing or  
18 proposed development within the County. The County shall provide to the  
19 appropriate regulatory agencies copies of applications for development approval  
20 anytime it is deemed that such development may impact fisheries, fishery  
21 habitats, wildlife habitats and/or other regulated marine or wildlife resources.

22

23 **CON 1.1.9 Endangered Species.** Escambia County shall not approve a  
24 development permit if construction pursuant to the permit would threaten the life  
25 or habitat of any state or federal listed species unless an Incidental Take permit  
26 or other approval has been granted from those state and/or federal agencies  
27 having jurisdiction over the resource.

28

29 **CON 1.1.10 Public Land Acquisition.** Escambia County shall develop and  
30 maintain a list of recommended areas for public acquisition. Such areas will  
31 include, but not be limited to, habitat for protected species and parcels that would  
32 further the establishment of connected greenways.

33

34 **CON 1.1.11 Public Land Restoration and Enhancement.** Escambia County  
35 shall continually work to restore and/or enhance degraded natural areas within  
36 publicly owned lands. Restoration or enhancement may include such activities as  
37 removal of nonnative vegetation, reforestation, shoreline or dune restoration, or  
38 restoration of natural hydrology.

39

#### 40 **OBJ CON 1.2 Air Resources**

41

42 **Maintain or improve ambient air quality to protect public health and the**  
43 **environment.**

44

45

46

1 **POLICIES**

2  
3 **CON 1.2.1 State and Federal Regulation.** Escambia County shall, through LDC  
4 provisions, require any development with emissions that may degrade air quality  
5 to comply with all applicable federal and state regulations regarding emission  
6 control. New development with the potential to emit air pollutants will be required  
7 to obtain the necessary permits from FDEP and/or the U.S. Environmental  
8 Protection Agency (EPA) prior to emission of any regulated quantities of  
9 pollutants.

10  
11 **CON 1.2.2 County Enforcement Responsibilities.** Escambia County shall  
12 assist in the maintenance of air quality standards within its jurisdiction in  
13 conformance with state and federal air quality guidelines. The County shall notify  
14 the operator of any facility that is believed to be degrading air quality within the  
15 County of such degradation. In addition, the County shall notify the appropriate  
16 regulatory agency and encourage the agency to investigate the potential violation  
17 of air quality standards and guidelines.

18  
19 **CON 1.2.3 Industrial Use Impacts.** Industrial land uses shall minimize their  
20 negative impacts on air quality. When incompatible with neighboring or proximate  
21 residential, conservation, or environmentally sensitive areas, industrial land uses  
22 shall be directed to alternative sites where their impacts are minimized.

23  
24 **CON 1.2.4 County Vehicle Efficiency.** Escambia County shall establish a  
25 program to replace County-owned vehicles conventionally powered with gasoline  
26 or diesel fuel with higher efficiency hybrid vehicles or alternative fuel (i.e., natural  
27 gas) vehicles.

28  
29 **CON 1.2.5 Open Burning Education.** Escambia County shall develop and  
30 implement a program to educate the public regarding County and state laws  
31 regulating open burning.

32  
33 **CON 1.2.6 Transportation Alternatives.** Escambia County shall support and  
34 encourage carpooling, mass transit, non-motorized modes of transportation, and  
35 other efforts to reduce fuel consumption and motor vehicle miles traveled.

36  
37 **CON 1.2.7 Motor Vehicle Pollution Reduction.** Escambia County shall  
38 continually pursue measures to reduce air pollution from motor vehicles. This will  
39 include minimizing waiting times at traffic lights, improving public transportation,  
40 and other transportation demand management techniques as referenced in this  
41 plan.

42  
43 **OBJ CON 1.3 Surface Water Resources**

44  
45 **Protect and improve the quality, biological health, and natural function of**  
46 **all surface water systems to preserve their ecological and aesthetic values.**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

**POLICIES**

**CON 1.3.1 Stormwater Management.** Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

**CON 1.3.2 Agriculture Management Practices.** To minimize the potential for discharge of contaminants into water bodies designated as Outstanding Florida Waters and Aquatic Preserves, Escambia County shall coordinate with the Natural Resource Conservation Service (NRCS), or other agencies as deemed acceptable, to develop and implement best management practices (BMPs) for agricultural land uses and include provisions within the LDC that would require all agricultural land uses to implement these practices.

**CON 1.3.3 Silviculture Management Practices.** Escambia County shall allow silviculture and unimproved pastures within wetland areas provided the activities follow the BMPs as outlined in the current Silviculture Best Management Practices publications (Florida Department of Agriculture and Consumer Services, Division of Forestry).

**CON 1.3.4 Monitoring and Recommendations.** Escambia County shall utilize FDEP's annual water quality assessment and other sources to monitor surface water systems. Water quality ratings shall be monitored for the Escambia River, Pensacola Bay, Perdido Bay, and Perdido River basins and other locations as appropriate. Monitoring data and recommendations shall be included in the Comprehensive Plan Implementation Annual Report.

**CON 1.3.5 Studies and Programs.** Escambia County shall support existing studies and programs and the funding of future studies and programs that will determine water quality conditions, sediment conditions, sources of contamination, and necessary actions to improve conditions of surface water systems and their suitability for aquatic life. The County shall support actions necessary to improve and protect surface water systems.

**CON 1.3.6 Cooperative Cleanup Efforts.** Escambia County shall cooperate with federal, state and local agencies in their efforts to cleanup water bodies within and adjoining the County that have shown a documented decline in water quality and decreased suitability for indigenous aquatic life. Such cooperation shall include, but not be limited to, sharing of information and coordination with adjacent jurisdictions on applications for funding of cleanup and enhancement efforts in these areas.



1 **CON 1.3.7 Wetland Development Provisions.** Development in wetlands shall  
2 not be allowed unless sufficient uplands do not exist to avoid a taking. In this  
3 case, development in wetlands shall be restricted to allow residential density use  
4 at a maximum of one unit per five acres or to the density established by the  
5 future land use map containing the parcel, whichever is more restrictive, or one  
6 unit per lot of record if less than five acres in size. (For this policy, lots of record  
7 do not include contiguous multiple lots under single ownership.)  
8

9 a. Prior to construction in wetlands, all necessary permits must  
10 have been issued by the FDEP, and/or NFWFMD, as required by  
11 the agency or agencies having jurisdiction, and delivered to the  
12 County.  
13

14 b. With the exception of water-dependent uses, commercial and  
15 industrial land uses will not be located in wetlands that have a high  
16 degree of hydrological or biological significance, including the  
17 following types of wetlands:  
18

- 19 1. Wetlands that are contiguous to Class II or Outstanding  
20 Florida Waters;
- 21 2. Wetlands located in the FEMA Special Flood Hazard  
22 Areas;
- 23 3. Wetlands that have a high degree of biodiversity (three or  
24 more focal species) or habitat value based on maps  
25 prepared by the Florida Fish and Wildlife Conservation  
26 Commission or Florida Natural Areas Inventory (see  
27 attached maps adopted as part of the comprehensive plan),  
28 unless a site survey demonstrates that there are no listed  
29 plant or animal species on the site. The Escambia County  
30 Biodiversity Hot Spots Map and the Escambia County  
31 Critical Habitat Map are attached to this Ordinance as  
32 Exhibits O and P, respectively.  
33

34 **CON 1.3.8 Density Clustering.** Escambia County shall require buffers between  
35 development and environmentally sensitive areas including wetlands. The  
36 purpose of the buffer is to protect natural resources from the activities and  
37 impacts of development.  
38

39 a. The buffer shall function to provide protection to the natural resources  
40 from intrusive activities and negative impacts of development such as  
41 trespass, pets, visual impacts, vehicles, noise, lights, and stormwater.  
42 Incompatibility between the uses shall be minimized or eliminated so  
43 that the land uses can co-exist over time with the environmentally  
44 sensitive area.  
45

1 b. Buffer Types: The buffer may be a landscaped natural barrier, a natural  
2 barrier, or supplemented with fencing or other manmade barrier, so long  
3 as the function of the buffer and intent of the policy is fulfilled.  
4

5 Buffers for Wetlands as defined by the Florida Department of Environmental  
6 Protection: A minimum buffer of 25' measured landward of the jurisdictional line  
7 is required. Intrusion into the buffer by development activities may be allowed  
8 provided a minimum 15' buffer remains and an equal amount of square feet of  
9 buffer loss is provided within the development site along the impacted wetland  
10 complex (limited buffer averaging). Escambia County shall include density  
11 clustering provisions in the LDC to avoid development in environmentally  
12 sensitive lands, conservation and preservation areas, and, wherever feasible,  
13 airfield influence planning districts (AIPD).  
14

#### 15 **OBJ CON 1.4 Groundwater Resources**

16  
17 **Protect and conserve the quality and quantity of groundwater resources to**  
18 **ensure public health and safety, adequate potable water supplies.**  
19

#### 20 **POLICIES**

21  
22 **CON 1.4.1 Wellhead Protection.** Escambia County shall provide comprehensive  
23 wellhead protection from potential adverse impacts to current and future public  
24 water supplies. The provisions shall establish specific wellhead protection areas  
25 and address incompatible land uses, including prohibited activities and materials,  
26 within those areas.  
27

28 **CON 1.4.2 County Facilities Procedures.** Escambia County shall establish and  
29 implement standard operating procedures at all County-operated facilities that  
30 use, store, or dispose of materials that have the potential to contaminate  
31 groundwater if improperly handled.  
32

33 **CON 1.4.3 Coordinated Water Supply Protection.** Escambia County shall  
34 coordinate with the Emerald Coast Utilities Authority (ECUA) and other water  
35 suppliers, the City of Pensacola, NFWMD and the FDEP when implementing  
36 policies related to the protection of potable water resources.  
37

38 **CON 1.4.4 Emergency Water Conservation.** In cooperation with NFWMD,  
39 Escambia County shall implement any emergency water conservation plans  
40 necessary to protect the sand and gravel aquifer during periods of insufficient  
41 recharge.  
42

#### 43 **OBJ CON 1.5 Soil and Mineral Resources**

44  
45 **Regulate the extraction of soil and mineral resources and other land**  
46 **disturbance activities to ensure uses and activities are compatible with site**

1 conditions and to prevent adverse impacts to the quality of other  
2 resources, land uses, or activities.

3  
4 **POLICIES**

5  
6 **CON 1.5.1 Erosion Control.** Escambia County shall, through LDC provisions,  
7 address the use of appropriate erosion control measures during all construction  
8 and other land disturbance activities to minimize off-site migration of soil  
9 particles.

10  
11 **CON 1.5.2 Extraction and Reclamation Limitations.** Resource extraction and  
12 reclamation activities are considered unique non-residential uses due to their  
13 transient nature and the eventual restoration of affected lands to post mining land  
14 uses. However, through LDC provisions, Escambia County shall prohibit  
15 resource extraction activities within environmentally sensitive areas that cannot  
16 be completely restored, within wellhead protection areas, within the Coastal  
17 High-Hazard Area (CHHA), within one-half mile of aquatic preserves, Class II  
18 waters, Shoreline Protection Zone 1, or Outstanding Florida Waters, and within  
19 all future land use categories except Agriculture, Rural Community, Industrial,  
20 and Public. Additionally, resource extraction in the form of borrow pits shall be  
21 prohibited abutting state and federal parks, within floodplains, or near existing  
22 residential uses, residential zoning districts, or subdivisions intended primarily for  
23 residential use. Reclamation activities to restore previously mined lands to an  
24 intended post-mining land use may be allowed in any future land use category.

25  
26 **CON 1.5.3 Extraction and Reclamation Compatibility.** Escambia County shall  
27 permit extraction of soils and mineral resources and site reclamation only where  
28 compatible with adjacent land uses and where minimal resource degradation will  
29 occur. The determination of minimal degradation, if necessary, will be made in  
30 cooperation with the appropriate state or federal agencies regulating resource  
31 extraction and reclamation activities. The locations where these activities may be  
32 allowed, if not otherwise prohibited, shall be determined based on geological  
33 constraints and shall be regulated by the applicable zoning district and  
34 performance standards established for such activities within the LDC.

35  
36 **CON 1.5.4 Extraction and Reclamation Review.** Escambia County shall  
37 subject all new or expanded resource extraction and reclamation activities to a  
38 mandatory development review process to assess technical standards for public  
39 safety, environmental protection, and engineering design. The review shall  
40 require:

- 41  
42 a. Protection of public health;  
43 b. Compliance with all applicable state and federal policies and  
44 regulations;  
45 c. Enforcement of the County's environmental and solid waste  
46 regulations;

- d. A reclamation plan to restore affected lands within a reasonable timeframe to the intended post-mining land use consistent with the surrounding environment;
- e. Buffers between resource extraction or reclamation activities and adjacent existing or allowed future uses;
- f. Maintenance of level of service standards for commercial traffic on access roadways; and
- g. Prevention of soil erosion or adverse effects to the quality of air, groundwater, surface water, wildlife, or other natural resources.

**OBJ CON 1.6 Vegetation Resources**

**Require and encourage land development and landscaping practices that conserve, appropriately use, and protect native vegetation, and that maintain and enhance plant species diversity.**

**POLICIES**

**CON 1.6.1 Urban Forest Preservation.** Escambia County defines the trees and other vegetation within and around the developed areas of the County as an urban forest, and recognizes that a healthy, diverse, and well-managed urban forest is an important public asset. The County shall preserve, maintain, and support the urban forest, requiring the maximum practical preservation of existing native vegetation with all development.

**CON 1.6.2 Identification and Protection.** Escambia County shall ensure the identification and protection of vegetation through LDC provisions that require protected trees and unique vegetative communities to be accurately located and described on development plans submitted for approval. In addition, the plans must include implementation provisions, such as effective temporary construction barricades, for the protection and preservation of vegetation not approved for removal. Unique vegetative communities include, but are not limited to, wetlands.

**CON 1.6.3 Tree Protection.** Escambia County shall protect trees through LDC provisions, giving priority to native hardwood species and consideration to tree condition, size, maturity, wind resistance, drought tolerance, species diversity, uniqueness (i.e., Champion), and historic association. Specific criteria shall be provided for exemptions from protection, including size, species, invasiveness, condition, structure, and emergencies.

**CON 1.6.4 Urban Forest Management.** Escambia County shall, through LDC provisions and other measures, sustain and promote the urban forest by:

- a. Increasing tree age and species diversity for long-term forest stability,
- b. Requiring sufficient planting of trees to compensate for removals,

- 1 c. Increasing the proportion of wind-resistant trees to make future
- 2 storms less devastating,
- 3 d. Emphasizing the use of native species to reduce irrigation needs
- 4 and improve plant establishment, survival, and vitality,
- 5 e. Increasing tree canopy cover for effective shading, temperature
- 6 moderation, stormwater abatement, and other benefits,
- 7 f. Allowing or requiring appropriate removal of dying, diseased,
- 8 damaged, hazardous, and invasive trees.
- 9

10 **CON 1.6.5 Impact Mitigation.** Escambia County shall, through LDC provisions,  
11 require mitigation to adequately offset the removal of protected vegetation.  
12 Protected tree removal shall require replacements and code provisions shall  
13 address quantity, quality, size, species, and location requirements. Additionally,  
14 the provisions shall allow in-lieu payments to the County for support of general  
15 tree replacement and restoration of functional benefits provided by the urban  
16 forest when tree replacements cannot be reasonably accommodated within the  
17 removal parcel.

18  
19 **CON 1.6.6 Non-compliance Penalties.** Escambia County shall adopt monetary  
20 and other penalties to effectively discourage damage to, or removal of, protected  
21 trees and other vegetation without proper permitting.

22  
23 **CON 1.6.7 Invasive Species Management.** Escambia County shall, through  
24 LDC provisions, require removal and continued management of any invasive tree  
25 or shrub species identified within the development site.

26  
27 **CON 1.6.8 Florida-Friendly Landscaping.** Escambia County shall promote  
28 Florida friendly low-impact landscaping principles through LDC provisions and  
29 other measures to protect Florida's environment and preserve its natural  
30 resources.

31  
32 **CON 1.6.9 Professional Standards.** Escambia County shall, through LDC  
33 provisions, require the application of professional arboricultural (e.g.,  
34 International Society of Arboriculture) and horticultural standards and practices  
35 that provide for the protection and long-term survival of both existing and planted  
36 vegetation as part of an overall strategy to achieve landscape, habitat  
37 preservation, and open space objectives.

38  
39 **CON 1.6.10 County Facilities Standards.** Escambia County shall attempt to  
40 exceed minimum landscape and vegetation preservations standards for County  
41 owned facilities.

42  
43 **CON 1.6.11 Prescribed Burning.** Escambia County shall accommodate the use  
44 of prescribed burning as a tool to promote ecosystem health and wildfire  
45 prevention.

46

1 CON 1.6.12 **Intergovernmental Coordination.** Escambia County shall  
2 cooperate with adjacent local governments to conserve, appropriately use, and  
3 protect unique vegetative communities located within more than one local  
4 jurisdiction. Upon submission to the County, proposals for development that  
5 would impact unique vegetative communities located within more than one local  
6 government jurisdiction shall be provided to the affected local government by  
7 Escambia County.  
8

9 **OBJ CON 1.7 Hazardous Materials and Waste**

10  
11 **Ensure the proper storage, use, and disposal of all hazardous materials**  
12 **within Escambia County to eliminate or significantly minimize hazards to**  
13 **the general public and the potential for contamination of natural resources.**  
14

15 **POLICIES**

16  
17 CON 1.7.1 **Required Identification.** Escambia County shall require identification  
18 of any and all hazardous waste or materials used or stored by any licensed  
19 business within Escambia County.  
20

21 CON 1.7.2 **Handling, Storage, and Disposal.** Escambia County shall cooperate  
22 with appropriate regulatory agencies to develop plans and procedures for the  
23 handling, temporary storage, and disposal of hazardous wastes generated within  
24 Escambia County. Such plans and procedures will be provided to those  
25 industries and commercial operations within the County that generate hazardous  
26 wastes in order that they may properly handle and dispose of their hazardous  
27 waste products.  
28

29 CON 1.7.3 **Household Hazardous Waste.** Escambia County shall develop and  
30 implement a program to educate the public concerning the proper storage and  
31 disposal of household hazardous wastes.  
32

33 CON 1.7.4 **Petroleum Storage Tanks.** Escambia County shall rely upon the  
34 Escambia County Health Department, through its contracts with the FDEP for  
35 County compliance inspections and cleanup, to protect people and the  
36 environment from contamination risks associated with petroleum fuel storage  
37 tanks.  
38

39 CON 1.7.5 **Accident Procedures.** The Escambia County Comprehensive  
40 Emergency Management Plan shall include procedures for handling accidents  
41 involving hazardous materials and wastes.  
42

43 CON 1.7.6 **Locational Criteria.** New industry or businesses that produce  
44 hazardous materials in their processes shall not be allowed where surface and  
45 groundwater are particularly vulnerable to contamination from hazardous  
46 materials, in wellhead protection areas, where hydric soils are present, within

1 special flood-hazard areas, or coastal high-hazard areas. This policy does not  
2 apply to public utilities or public facilities.

3  
4 **CON 1.7.7 FLU Limitation.** Uses involving the production of hazardous  
5 materials shall be limited to the Industrial future land use category. Retail sale of  
6 products containing hazardous materials is not limited to the Industrial future land  
7 category.

8  
9 **CON 1.7.8 Disposal Assistance.** Escambia County shall provide assistance  
10 with disposal of hazardous waste generated by other than large quantity  
11 generators within Escambia County. This will include an Annual Amnesty Days  
12 program for Escambia County household generators.

13  
14 **OBJ CON 1.8 Water and Energy Conservation.**

15  
16 **The County shall promote water and energy conservation strategies to**  
17 **support the protection of the County's natural resources.**

18  
19 **POLICIES**

20  
21 **CON 1.8.1 Sustainable Community Development Practices.** The County shall  
22 encourage sustainable community development practices that conserve energy  
23 and water resources, reduce greenhouse gas emissions through innovative,  
24 energy-efficient building construction strategies consistent with recognized green  
25 building standards, and contribute to reducing the overall development footprint  
26 of the County. These strategies may include:

- 27  
28 a. Developing incentives for water conservation;  
29 b. Incorporating Florida Waterwise landscaping to reduce the use of  
30 potable water for irrigation of new building sites, including public building  
31 sites;  
32 c. Encouraging development on previously-used and under-developed  
33 sites where infrastructure already exists;  
34 d. Encouraging development adjacent to existing developed areas;  
35 e. Protecting and enhancing natural systems within the County; and  
36 f. Using surface waters, conservation lands and environmentally sensitive  
37 open space as visual amenities.

38  
39 **CON 1.8.2 Reduced Irrigation Needs.** Escambia County shall require the use of  
40 Florida Friendly Landscaping techniques and native or adapted plants in order to  
41 reduce potable water consumption for irrigation for new public buildings and  
42 private development of 5 acres or 20 residential units or more.

43  
44 **CON 1.8.3 Low Impact Development.** Escambia County shall promote the use  
45 of Low Impact Development (LID) techniques approved by the Northwest Florida  
46 Water Management District to protect the water resources of the County.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**CON 1.8.4 High Efficiency Appliances.** Escambia County shall promote the use of Energy Star or equivalent high-efficiency appliances and fixtures to reduce energy use in public and private buildings.

**CON 1.8.5 Carbon Sequestration.** Escambia County shall promote retention of agriculture and timber production, as these uses sequester carbon emissions, thereby improving the air quality of the County.



1 **Chapter 13 Recreation and Open Space Element.**

2

3 The purpose of the Recreation and Open Space Element is to ensure adequate  
4 recreational opportunities for the citizens of Escambia County through the provision  
5 of a comprehensive system of public and private park facilities. These facilities may  
6 include, but are not limited to, natural reservations, parks and playgrounds, trails,  
7 beaches and public access to beaches, open spaces and waterways. Guiding the  
8 planning and provision of these facilities are goals, objectives and policies intended  
9 to improve public awareness of existing recreational opportunities, ensure access to  
10 public facilities, encourage intergovernmental coordination, and establish Levels of  
11 Service (LOS) sufficient to meet the current and projected needs of Escambia  
12 County's citizens.

13

14 **GOAL REC 1**

15

16 **Escambia County shall create recreational opportunities for the citizens of**  
17 **Escambia County through the provision of County facilities and**  
18 **coordination with state and federal agencies and the private sector.**

19

20 **OBJ REC 1.1 Recreational Facilities Access**

21

22 **Continue to develop and improve public awareness of and physical access**  
23 **to all recreation facilities.**

24

25 **POLICIES**

26

27 **REC 1.1.1 Public Information.** Escambia County shall, in cooperation with the  
28 Tourist Development Council, make information available to the public  
29 concerning the location of recreational opportunities and available facilities.

30

31 **REC 1.1.2 Facility Signage.** Escambia County shall provide signage to identify  
32 County parks and to direct the public to these sites.

33

34 **REC 1.1.3 Physical Accessibility.** Escambia County shall provide physical  
35 access for disabled individuals to public recreational facilities and require  
36 compliance with the Americans with Disabilities Act (ADA) by developers, owners  
37 or operators of private recreational facilities. All new County facilities shall meet  
38 applicable local, state and federal accessibility requirements.

39

40 **REC 1.1.4 Use Policies and Procedures.** Escambia County shall develop  
41 standardized policies and procedures that allow for the use of County recreation  
42 facilities by private, public and non-profit groups and organizations. In addition,  
43 the County shall implement equitable procedures for reservation of facilities and  
44 evaluate usage fees every two years.

45

1 REC 1.1.5 **Facility Availability.** Escambia County shall maintain or increase the  
2 availability of County recreation facilities to civic and other semi-public and  
3 private organizations.

4  
5 REC 1.1.6 **Public-Private Cooperation.** Escambia County shall continue its  
6 cooperative efforts with private and nonprofit organizations (e.g., YMCA, Little  
7 League, civic groups, etc.) in the provision of recreational facilities/opportunities  
8 and open space areas.

9  
10 REC 1.1.7 **Annual Review and Report.** Escambia County shall annually review  
11 and report upon the cooperative efforts between the public and private sectors in  
12 the provision of recreational opportunities to assure that such efforts are  
13 coordinated. In even numbered years, the report will include an inventory of  
14 public beach access facilities, including those in the coastal area.

15  
16 REC 1.1.8 **Outdoor Facilities.** Escambia County shall provide for public use of  
17 those lands held in public ownership by ensuring the provision of facilities for  
18 outdoor recreation activities, including nature trails, boardwalks, waterway trails,  
19 interpretive displays, educational programs, wildlife observation areas, and picnic  
20 areas, whenever feasible.

21  
22 REC 1.1.9 **Multi-modal Residential Links.** Escambia County shall maintain and  
23 improve a multi-modal transportation system that links beach access points,  
24 open space and other recreational facilities with residential areas. Improvements  
25 shall include, but not be limited to, signage and construction of facilities (e.g.,  
26 sidewalks, bike racks, etc.) by both the public and private sectors.

27  
28 **OBJ REC 1.2 Intergovernmental Coordination**

29  
30 **Continue intergovernmental coordination between Escambia County and**  
31 **appropriate federal, state, and local agencies (i.e. Escambia County School**  
32 **District, Santa Rosa Island Authority, West Florida Regional Planning**  
33 **Council and Florida-Alabama Transportation Planning Organization) to**  
34 **address mutual concerns and enhance planning for recreation and beach**  
35 **access.**

36  
37 **POLICIES**

38  
39 REC 1.2.1 **Recreation and Beach Access.** Escambia County shall coordinate  
40 with appropriate federal, state and local government entities regarding beach  
41 access and recreation.

42  
43 REC 1.2.2 **Cooperation Agreements.** Escambia County shall promote interstate  
44 and interlocal cooperation through agreements intended to enhance recreation  
45 sites and facilities and public access to such sites and facilities.

46

1 REC 1.2.3 **Florida Boating Improvement Program.** Escambia County shall  
2 utilize the Florida Boating Improvement Program.

3  
4 The Escambia County Public Access Map Series is attached to this ordinance as  
5 Exhibit Q.

6  
7 **OBJ REC 1.3 Recreational Facilities Level of Service (LOS)**

8  
9 **Ensure the adequate provision of recreational facilities and open space**  
10 **through the implementation of level of service standards.**

11  
12 **POLICIES**

13  
14 REC 1.3.1 **LDC Definitions.** The Escambia County Land Development Code  
15 (LDC) shall include specific definitions for open space, parks and recreation  
16 facilities.

17  
18 REC1.3.2 **Open Space Requirements.** Escambia County shall require the  
19 provision of open space by private development when such development is a  
20 planned unit development, a multi-family development, a mixed use commercial  
21 area or other similar types of development where relatively large land areas are  
22 involved. The requirements shall be contained within the LDC. All development  
23 projects of five acres or more shall be required to provide open space within the  
24 development or contribute to a fund therefore. Nothing in this policy shall be  
25 interpreted to eliminate the provision of open space for all projects as required by  
26 County regulations.

27  
28 REC 1.3.3 **County Facilities Inventory.** Escambia County shall maintain a  
29 current inventory of all park facilities maintained by the County.

30  
31 REC 1.3.4 **County Facility Conversion.** Public park or recreation areas  
32 operated or maintained by Escambia County shall not be converted to other  
33 uses, except by determination of the Board of County Commissioners (BCC) that  
34 such a conversion is in the public interest. The Escambia County Parks and  
35 Recreation Department shall seek appropriate compensation or replacement  
36 land if such a conversion occurs.

37  
38 REC 1.3.5 **Established Service Districts.** Escambia County's four park and  
39 recreation service districts are established as follows: 1) Barrier Islands RSD; 2)  
40 Urban RSD; 3) Suburban RSD, and; 4) Rural RSD. These districts may from time  
41 to time be modified, added to, or deleted as necessary to address the recreation  
42 needs of the County.

43  
44 REC 1.3.6 **Level of Service (LOS) Standards.** Level of service (LOS) standards  
45 for recreation and open space facilities within the County are:

46

1 **LOS Standards for Parks & Recreational Facilities by Population**

2

<b>Park Categories</b>	
Neighborhood Parks	1 per 2,500
Regional Parks	1 per 50,000
Community Parks	1 per 15,000
Nature Parks	1 per 50,000
Boat Launch Areas	1 per 15,000
Beach / Water Access Areas	1 per 20,000
Community Centers	1 per 15,000
<b>Special Use Parks</b>	
Equestrian Center	1 per 500,000
Civic Center / Performing Art Center	1 per 500,000
Gun Firing Range	1 per 200,000
Multi-Purpose Use Field Stadium	1 per 250,000
<b>Park Amenities</b>	
Baseball Fields	1 per 2,000
Softball Fields	1 per 2,000
Football Fields	1 per 10,000
Soccer Fields	1 per 10,000
Basketball Courts	1 per 10,000
Tennis Courts	1 per 10,000
Swimming Pools	1 per 25,000
Playground Structures	1 per 5,000
Park Shelters	1 per 5,000
Nature Trails	1 per 15,000
Pedestrian / Bike Trails	1 per 15,000
<b>Park System Acreage:</b>	
Barrier Island RSD	1 ac. per 1,000
Urban RSD	1 ac. per 1,000
Suburban RSD	1 ac. per 1,000
Rural RSD	1 ac. per 1,000

3

4 **REC 1.3.7 County Open Space Acquisition.** Escambia County shall acquire  
 5 (through lease, purchase, or dedication) open space and natural areas to  
 6 maintain and improve the natural functions of open space, wetlands and other  
 7 sensitive lands, and recreational opportunities for all residents. The priority for  
 8 acquisition of open space and/or natural areas shall be:

9

- 10 a. Unique natural systems/environmentally sensitive lands;
- 11 b. Shoreline sites;
- 12 c. Sites within the urban or transitioning areas experiencing rapid
- 13 development; and
- 14 d. Sites that are historically or archaeologically significant.

15

1 Escambia County shall not accept the donation of land or recreation facilities,  
2 unless they meet the Escambia County Parks and Recreation Department's park  
3 planning and development standards and a management/funding source is in  
4 place.

5  
6 **REC 1.3.8 Areas within Private Development.** The LDC shall clearly articulate  
7 the provision of open space and recreation areas within private developments.

8  
9 **REC 1.3.9 Designated Natural Reservations.** The following are designated as  
10 natural reservations and are intended to provide open space and recreational  
11 uses of all types for the citizens of Escambia County:

- 12  
13 a. The Gulf Islands National Seashore;  
14 b. The Escambia River Wildlife Management Area;  
15 c. The Perdido River State canoe trail;  
16 d. Lake Stone Park and boat ramp;  
17 e. The improved county owned community, neighborhood and  
18 urban parks/tot lots;  
19 f. Wayside Park;  
20 g. Navy Point Park;  
21 h. Casino Beach Recreation Area;  
22 i. Ft. Pickens;  
23 j. Big Lagoon State Recreation Area;  
24 k. Jones Swamp Wetland Preserve and Southwest Greenway;  
25 l. Perdido River Walk;  
26 m. Perdido Key Parks;  
27 n. Tarkiln Bayou Preserve State Park;  
28 o. All publicly owned beach access ways.

29  
30 **REC 1.3.10 Vacant Property Evaluation.** All vacant property owned by  
31 Escambia County shall be evaluated for its potential as a park, recreational  
32 facility, designated open-space or other use. New vacant properties acquired by  
33 the County shall be added to the existing vacant properties inventory.

34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1 **Chapter 14 Intergovernmental Coordination Element.**

2  
3 The Intergovernmental Coordination Element seeks to establish and maintain  
4 efficient, effective procedures of coordinating planning efforts with adjacent  
5 counties and cities; the incorporated areas within Escambia County; regional,  
6 state, and federal agencies; and other agencies and entities that provide services  
7 but do not have regulatory authority over land. Through coordination and  
8 cooperation among the various entities affecting planning and land use,  
9 Escambia County can better serve its residents and ensure orderly and balanced  
10 growth and development, while protecting and enhancing the County's existing  
11 communities and natural resources.

12  
13 **GOAL ICE 1 COORDINATED APPROACH TO PLANNING**

14  
15 **Escambia County shall establish and maintain an efficient, effective**  
16 **program of intergovernmental coordination that achieves the maximum**  
17 **quality of life for residents and visitors and promotes a County-wide**  
18 **approach to planning.**

19  
20 **OBJ ICE 1.1 Coordinate with Federal, State and Local Agencies**

21  
22 **Coordinate with the City of Pensacola, Town of Century, City of Gulf**  
23 **Breeze, Santa Rosa County, the Emerald Coast Utilities Authority (ECUA),**  
24 **the Santa Rosa Island Authority, the United States Navy, and the Escambia**  
25 **County School Board to ensure consistency among the Escambia County**  
26 **Comprehensive Plan and the plans of adjacent counties and municipalities,**  
27 **and the plans of other agencies or entities affecting land use or providing**  
28 **services in Escambia County.**

29  
30 **POLICIES**

31  
32 **ICE 1.1.1 Large-Scale Future Land Use Map Amendments.** Escambia County  
33 shall submit a copy of any proposed large-scale Future Land Use Map (FLUM)  
34 amendment to adjacent municipalities and counties within the jurisdiction of the  
35 Florida Department of Community Affairs and other units of government  
36 providing services but not having regulatory authority over the use of land  
37 provided that those agencies have submitted a written request to Escambia  
38 County for such information as required by Section 163.3184(3)(a), Florida  
39 Statutes. Procedures for intergovernmental coordination with the Escambia  
40 County School Board shall be governed by the Interlocal Agreement for Public  
41 School Facility Planning and Objective 1.5 of the Public School Facilities  
42 Element.

43  
44 **ICE 1.1.2 Comprehensive Plan Amendments.** For proposed comprehensive  
45 plan amendments that could potentially impact adjacent jurisdictions, Escambia

1 County shall submit copies of the proposed amendment to the affected local  
2 government and invite their review and comment.

3  
4 **ICE 1.1.3 Joint Planning Initiatives.** By 2010 the Escambia County planning  
5 staff shall identify planning topics of concern between local governments who  
6 would benefit from joint planning efforts and initiate coordination accordingly.  
7 Such topics of concern should include infrastructure service areas and  
8 redevelopment initiatives. Upon approval by the Planning Board of the identified  
9 topics of concern, the Planning Official will meet with representatives from the  
10 affected local governments to develop specific procedures for implementation of  
11 the identified joint planning initiatives. Such implementation procedures should  
12 be established by 2011.

13  
14 **ICE 1.1.4 Interlocal Agreements.** Escambia County shall implement adopted  
15 interlocal agreements with the Escambia County School Board, the City of Milton,  
16 the City of Pensacola, the City of Gulf Breeze and Santa Rosa County so as to  
17 provide for coordination and evaluation of development proposals that affect the  
18 bays, bayous, sound or gulf (including estuaries and estuarine systems).

19  
20 **ICE 1.1.5 Mediation.** Escambia County may use the West Florida Regional  
21 Planning Council's informal mediation process, or other mediation processes, to  
22 attempt to resolve conflicts with other units of government that cannot be  
23 resolved through meetings between the governing bodies of the affected  
24 governments.

25  
26 **OBJ ICE 1.2 Level of Service Standards**

27  
28 **Coordinate with appropriate state, regional and local agencies and other**  
29 **entities that have operational and maintenance responsibility for public**  
30 **facilities in Escambia County, to achieve and maintain, adopted Level of**  
31 **Service (LOS) standards. As required by Section 163.3177(6)(h)2, F.S.,**  
32 **when such entity is another unit of local government, Escambia County**  
33 **shall enter into an interlocal agreement or other formal agreement which**  
34 **shall describe joint processes for collaborative planning and decision**  
35 **making on population projections, the location and extension of public**  
36 **facilities subject to concurrency, and siting facilities with County-wide**  
37 **significance, including locally unwanted land uses.**

38  
39 **POLICIES**

40  
41 **ICE 1.2.1 Public Facilities.** Escambia County will, through interlocal agreement  
42 or other formal agreement with public service providers, establish LOS standards  
43 for public facilities, identify actions that Escambia County will undertake to  
44 coordinate the location and extension of these facilities, as well as the siting of  
45 facilities with County-wide significance. Established LOS standards will be

1 maintained through implementation of Escambia County's Concurrency  
2 Management System.

3  
4 **ICE 1.2.2 Water and Wastewater Supply.** Escambia County shall adopt  
5 agreements with local water suppliers to establish LOS standards for water  
6 usage and identify strategies the County and water suppliers will undertake to  
7 address joint planning issues. The County will also coordinate planning efforts  
8 with the ECUA with regard to wastewater service.

9  
10 **OBJ ICE 1.3 Coordination with the Escambia County School Board**

11  
12 **Maintain cooperative relationships with the School Board and**  
13 **municipalities, and implement joint planning processes to coordinate land**  
14 **use planning with school facility planning.**

15  
16 **POLICIES**

17  
18 **ICE 1.3.1 Interlocal Agreement for Public School Facility Planning.** In  
19 cooperation with the School Board and the local governments within Escambia  
20 County, the County implemented the Interlocal Agreement for Public School  
21 Facility Planning dated on August, 7th, 2006 (herein Interlocal Agreement) that  
22 established procedures for coordination and sharing of information, planning  
23 processes, and school concurrency implementation. The Interlocal Agreement  
24 was updated on April 30<sup>th</sup>, 2009, and may be amended annually.

25  
26 **ICE 1.3.2 Annual School Board Report.** On an annual basis, the School Board  
27 shall provide information from their Tentative District Educational Facilities Plan  
28 to determine the need for additional school facilities. The School Board shall  
29 provide to the County, each year, a General Education Facilities Report. The  
30 Educational Facilities Report shall contain information detailing existing facilities,  
31 their locations, and projected needs. The report shall also contain the School  
32 Board's financially feasible Five-Year District Facilities Work Program.

33  
34 **ICE 1.3.3 Consistent Population and Enrollment Projections.** The staff  
35 working group established in Policy ICE 1.3.6 shall meet annually to coordinate  
36 and base their local government comprehensive plans and school facility plans  
37 on consistent projections. These projections shall include population projections  
38 developed in coordination with the Planning Board, and student enrollment  
39 projections (district-wide and by concurrency service area) developed by the  
40 School Board with the agreement of the Florida Office of Educational Facilities.  
41 The School Board's student enrollment projections shall consider the impacts of  
42 development trends as per the Interlocal Agreement. To accomplish this policy  
43 the County and the School Board agree to provide the information and follow the  
44 procedures specified in the Interlocal Agreement.

45



1 ICE 1.3.4 **Growth and Development Trends.** As per the Interlocal Agreement,  
2 the local governments will provide the School Board with their Comprehensive  
3 Plan Implementation Committee Annual Report on growth and development  
4 trends within their jurisdiction. To the extent feasible, the reports should be  
5 provided in geographic information system compatible format for the purpose of  
6 geo-referencing the information. This report will be in tabular, graphic, and textual  
7 formats and will include the following:

- 8
- 9 a. The type, number, and location of residential units that have
- 10 received zoning approval, final plat and site plan approval;
- 11 b. Information regarding FLUM amendments;
- 12 c. Building permits and certificate of occupancy data for residential
- 13 dwellings issued for the preceding year and their location;
- 14 d. Summary of vested rights determinations and other actions that
- 15 affect demands for public school facilities;
- 16 e. Information regarding the conversion or redevelopment of
- 17 housing or other structures into residential units that are likely to
- 18 generate new students and reflects the existing land use; and
- 19 f. The identification of any development orders issued.
- 20

21 ICE 1.3.5 **Elected Officials Joint Planning Workshops.** One or more  
22 representatives of the Escambia County Board of County Commissioners, the  
23 Pensacola City Council, the Century Town Council, and the School Board will  
24 meet on an as needed basis, but not less than annually, in joint workshop  
25 sessions. The workshop sessions will be opportunities for the representatives of  
26 the elected bodies to receive reports, discuss policy, and reach understandings  
27 on issues of mutual concern regarding coordination of land use and school  
28 facilities planning. Topics for such workshops may include, but are not limited to:  
29 student enrollment trends, growth and development trends, school needs, joint  
30 use opportunities, implementation of school concurrency, and performance of the  
31 adopted Interlocal Agreement. The workshops will take place in accordance with  
32 the procedures established in the Interlocal Agreement.

33  
34 ICE 1.3.6 **Staff Working Group.** A staff working group comprised of  
35 representatives from the County, School Board, City of Pensacola, Town of  
36 Century, and Local Planning Agency, or their appointees will meet on an as  
37 needed basis, but not less than semi-annually to discuss issues and formulate  
38 recommendations regarding coordination of land use and school facilities  
39 planning. The staff working group meetings will take place in accordance with the  
40 timeframes and procedures established in the Interlocal Agreement.

41  
42 ICE 1.3.7 **LPA Coordination with the Escambia County School Board.**  
43 Pursuant to Section 163.3174, Florida Statutes, a representative of the Escambia  
44 County School Board shall be appointed to the County Planning Board as an ex-  
45 officio, nonvoting member.  
46

1 **OBJ ICE 1.4 Coordination with Santa Rosa County School Board**

2

3 **Because the Santa Rosa County School Board provides educational**  
4 **opportunities for residents of Pensacola Beach, Escambia County shall**  
5 **execute an Interlocal Agreement with the Santa Rosa County School Board**  
6 **addressing the issues identified in the Interlocal Agreement with the**  
7 **Escambia County School Board as they relate to Pensacola Beach.**

8

9 **POLICIES**

10

11 **ICE 1.4.1 Interlocal Agreement with Santa Rosa County School Board.**  
12 Escambia County shall, by September 2012, execute an Interlocal Agreement  
13 with the Santa Rosa County School Board.

14

15 **OBJ ICE 1.5 Campus Master Plans**

16

17 **Escambia County agrees to recognize campus master plans of the state**  
18 **university system and to work with the board of regents in the development**  
19 **of a "campus development agreement" as the need arises.**

20

21 **POLICIES**

22

23 **ICE 1.5.1 Campus Development Agreement.** As required by Section 1013.30,  
24 Florida Statutes, Escambia County agrees to recognize campus master plans of  
25 the state university system and to work with the Board of Regents in the  
26 development of a "campus development agreement" as the need arises.

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

1 **Chapter 15 Capital Improvements Element.**

2  
3 The purpose of the Capital Improvements Element is to demonstrate how capital  
4 projects identified to maintain Levels of Service or accommodate new growth will be  
5 programmed and funded. The Capital Improvements Element must include  
6 estimates of the cost of improvements for which Escambia County has fiscal  
7 responsibility and analyze the ability to finance and construct those improvements.  
8 The Capital Improvements Element also outlines financial policies to guide the  
9 funding and construction of improvements in a manner necessary to ensure that  
10 capital improvements are provided when required based on needs identified in the  
11 Comprehensive Plan. Finally, the Capital Improvements Element requires that an  
12 adequate Concurrency Management System is implemented by the local  
13 government, pursuant to Section 163.3180, Florida Statutes. Rule 9J-5.0055, Florida  
14 Administrative Code.

15  
16 **GOAL CIE 1 CAPITAL FACILITIES**

17  
18 **The Capital Improvements Element shall be used to efficiently meet the**  
19 **needs of Escambia County for the construction, acquisition or**  
20 **development of capital facilities necessary to correct existing deficiencies,**  
21 **to accommodate desired future growth and to replace obsolete or worn out**  
22 **facilities.**

23  
24 **OBJ CIE 1.1 Capital Improvements Funding**

25  
26 **Manage the land development process to provide or require provision of**  
27 **needed improvements so that public facility needs created by previously**  
28 **issued development orders or future development do not exceed the ability**  
29 **of Escambia County to fund and provide or require provision of the needed**  
30 **capital improvements.**

31  
32 **POLICIES**

33  
34 **CIE 1.1.1 Comprehensive Plan Implementation Committee.** Escambia County  
35 shall convene a Comprehensive Plan Implementation Committee to review the  
36 development activities within Escambia County and to review the Level of  
37 Service (LOS) conditions for the County. The County Administrator shall  
38 designate those County officials that shall serve on the Committee and those  
39 responsible for providing other assistance to the Committee as circumstances  
40 and issues may require. The Committee shall maintain information on  
41 development activity, LOS conditions, de minimis impacts, and other data  
42 necessary to accurately evaluate the implementation of the County's  
43 Comprehensive Plan, including the annual Capital Improvements Element  
44 update.  
45

1 CIE 1.1.2 **LOS Standards.** Escambia County shall establish LOS standards for  
 2 concurrency-related public facilities that are within the jurisdiction of the County.  
 3 These standards shall be those found in the other Comprehensive Plan  
 4 Elements. The adopted level of service standards in this ordinance are as  
 5 indicated in the following policies:

6  
 7 TABLE INSET:  
 8

LOS	Policy
Roads	
County and State	MOB 1.1.2
Mass Transit	MOB 2.2.3
Sanitary Sewer	INF 1.1.9
Solid Waste	INF 2.1.4
Drainage	INF 3.1.9
Potable Water	INF 4.1.7
Recreation/Open Space	REC 1.3.6
Public Schools	PSF 2.1.2

9  
 10 CIE 1.1.3 **LOS Maintenance.** Escambia County shall coordinate land use  
 11 decisions and development approvals through implementation of the  
 12 Concurrency Management System, available and/or projected fiscal resources,  
 13 and the Five-Year Schedule of Capital Improvements, so as to maintain adopted  
 14 LOS standards and meet the existing and future facility needs.

15  
 16 CIE 1.1.4 **Vested Development.** Escambia County shall provide for the  
 17 availability of public facilities to serve developments for which development  
 18 orders were issued and development rights are vested.

19  
 20 CIE 1.1.5 **Concurrency.** Escambia County shall require the availability of public  
 21 facilities and services needed to support development concurrent with the  
 22 impacts of such development.

23  
 24 CIE 1.1.6 **Concurrency Management System.** Escambia County will implement  
 25 the concurrency management system described in the Concurrency  
 26 Management System Element. As a component of the Concurrency  
 27 Management System, the County will make the Proportionate Fair Share  
 28 Program available as an option for developers to contribute the value of their  
 29 transportation impacts as provided in the Land Development Code (LDC) and the  
 30 Escambia County Concurrency Management System Procedure Manual adopted  
 31 per Ordinance 2007-50.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**OBJ CIE 1.2 Five-Year Schedule**

**Maintain a Five-Year Schedule of Capital Improvements as the specific guide the County will use to determine construction of capital facilities and maintenance of LOS standards. The Five-Year Schedule of Capital Improvements is attached herein to this ordinance as Exhibit R.**

**POLICIES**

**CIE 1.2.1 Project Prioritization.** Escambia County shall evaluate and rank capital improvement projects in the Five-Year Schedule of Capital Improvements by using the following criteria to prioritize:

- a. The elimination of future public hazards to preserve the health, safety, and welfare of the public;
- b. The elimination of any existing capacity or LOS deficits;
- c. The impact on the annual operating budget and Capital Improvements Program (CIP) of Escambia County;
- d. Locational needs based on projected growth patterns;
- e. The accommodation of new development and redevelopment facility demands;
- f. Financial feasibility; and
- g. Plans of The Northwest Florida Water Management District (NFWFMD), Escambia County School Board, Florida Department of Transportation, and other state agencies or entities that provide public facilities within the jurisdiction of Escambia County.

**CIE 1.2.2 Funding Prioritization.** Escambia County shall prioritize funding for capital improvements in a manner that generally assigns first priority to the renewal and replacement of obsolete or worn-out facilities; assigns second priority to correcting existing deficiencies in public facilities; and assigns third priority to facilities necessary to accommodate desired future growth. Nothing in this policy shall preclude Escambia County from increasing or rearranging the priority of any particular capital improvement project so that cost savings may be realized or LOS standards are met.

**CIE 1.2.3 Facility Rehabilitation Preference.** Escambia County shall promote rehabilitation and re-use of existing governmental facilities, structures, and buildings as the preferred alternative to new construction.

**CIE 1.2.4 CHHA Expenditure Limits.** Escambia County shall limit public expenditures in the Coastal High Hazard Area (CHHA), except for the provision, or support, of recreation uses such as parks and walkovers, erosion control devices, increased public access and the correction of existing deficiencies.

1  
2 **CIE 1.2.5 Incorporation of School Board's 5-Year District Facilities Work**  
3 **Plan.** The County hereby incorporates by reference the Escambia County School  
4 District 2009-2010 through 2013-2014 Work Plan for the 5-Year District Facilities  
5 Work Program approved by the School Board of Escambia County effective  
6 December 2009. The Work Plan includes school capacity sufficient to meet  
7 anticipated student demands projected by the County and municipalities, in  
8 consultation with the School Board's projections of student enrollment, based on  
9 the adopted level of service standards for public schools.

10  
11 **OBJ CIE 1.3 Fiscal Policies**

12  
13 **Establish fiscal policies to direct the use of public and private funding**  
14 **sources, to implement the Goals, Objectives and Policies of the**  
15 **Comprehensive Plan, and provide a financially feasible Schedule of Capital**  
16 **Improvements.**

17  
18 **POLICIES**

19  
20 **CIE 1.3.1 Fiscal Resource Objectives.** The fiscal resources of Escambia  
21 County shall be used, to the extent necessary, to maintain LOS standards and  
22 support the Five-Year Schedule of Capital Improvements.

23  
24 **CIE 1.3.2 Funding Resources.** Escambia County shall use a combination of  
25 public resources to fund capital improvements, including state and federal grants,  
26 below market interest rate state loans, user fees, connection charges, a  
27 combination of long term and short term financing vehicles, accumulated  
28 surpluses, and the use of revenues set aside specifically for capital projects (pay  
29 as you go and Proportionate Fair Share Agreement revenues).

30  
31 **CIE 1.3.3 General Obligation Debt.** General obligation debt shall be used  
32 sparingly. General obligation debt, if determined necessary during the planning  
33 period, shall be established consistent with rating agency standards and  
34 guidelines.

35  
36 **CIE 1.3.4 Enterprise Fund Debt.** Enterprise fund debt shall be, in part, managed  
37 through a ratio of net system revenue and other pledged funds to annual debt  
38 service. Also, this principle of coverage shall be used in the management of debt  
39 for other projects that are supported by user fees or shared revenues. The  
40 maximum ratio of total debt service to total revenue shall not exceed 25 percent  
41 and the limitation of revenue bonds as a percentage of total debt shall not  
42 exceed 80 percent.

43  
44 **CIE 1.3.5 Municipal Service Taxing Units.** Escambia County shall encourage  
45 and assist neighborhoods in the adoption of Municipal Service Taxing Units  
46 (MSTU) or Municipal Service Benefit Units (MSBU) as a revenue source. Once

1 established and approved by the Board of County Commissioners (BCC), a  
2 MSTU or MSBU shall be considered a committed funding source.

3  
4 **CIE 1.3.6 Developer Cost Sharing.** New development shall bear a proportionate  
5 share of the cost, if the development creates a deficiency of the adopted LOS, of  
6 providing new or expanded public facilities and infrastructure required to maintain  
7 adopted LOS Standards through Escambia County's site-related development  
8 dedications, and developer contributions. This policy shall be implemented  
9 through the County's permitting and inspection process.

10  
11 **CIE 1.3.7 Acceptable Private Funding.** Escambia County shall rely on private  
12 contributions as a committed funding source within the Five-Year Schedule of  
13 Capital Improvements only when the obligation to fund a specific capital  
14 improvement is addressed in an enforceable development agreement or  
15 development order. The County shall not be responsible for funding capital  
16 improvements that are the obligation of the developer. If the developer fails to  
17 meet any capital improvement commitment that is programmed in the Five-Year  
18 Schedule of Capital Improvements, a plan amendment to delete the capital  
19 improvement from the Schedule shall be required.

20  
21 **CIE 1.3.8 Capital Improvements Schedule.** The Five-Year Schedule of Capital  
22 Improvements shall be financially feasible, consisting of committed and planned  
23 funding sources. The Schedule shall be balanced so that total expenditures do  
24 not exceed total revenues for the planning period.

25  
26 **OBJ CIE 1.4 Annual Review**

27  
28 **Review the Capital Improvements Element each year, amend as necessary,**  
29 **and submit to the state land planning agency for compliance review.**

30  
31 **POLICIES**

32  
33 **CIE 1.4.1 Implementation Status Report.** By April 1 of each year, the  
34 Comprehensive Plan Implementation Committee shall report to the Local  
35 Planning Agency (LPA) on the status of capital project implementation activities  
36 as well as LOS conditions within the County.

37  
38 **CIE 1.4.2 LPA Implementation Review.** By June 1 of each year, the Escambia  
39 County LPA shall report to the BCC its evaluation of the implementation of the  
40 Capital Improvements Element and the Comprehensive Plan during the previous  
41 fiscal year. The report shall contain recommendations to maintain LOS standards  
42 and any adjustments necessary to the Capital Improvements Element and/or the  
43 County's annual capital improvement program.

44  
45 **CIE 1.4.3 BCC Implementation Review.** The BCC shall consider the report of  
46 the LPA upon receipt and during its deliberations on the annual budget and CIP.

1 Any adjustments made to the Capital Improvements Element or the CIP shall  
2 include consideration of the maintenance of LOS standards.

3  
4 **CIE 1.4.4 LOS Project Schedule Modification.** A plan amendment shall be  
5 required to eliminate, defer, or delay the scheduled date of construction of any  
6 capital project listed in the County's Five-Year Schedule of Capital  
7 Improvements, which is needed to maintain the adopted LOS standard.

8  
9 **CIE 1.4.5 Capital Improvements Adoption.** Adoption of the Capital  
10 Improvements Element may occur at a single public hearing outside of the two  
11 regular Comprehensive Plan Amendment cycles established by the County. The  
12 Capital Improvements Element adoption ordinance shall be submitted to the  
13 state land planning agency no later than December 1 of each year.

14  
15 **CIE 1.4.6 Capital Improvements Amendment.** Amendments to the Capital  
16 Improvements Element that support the amendment of another Element shall be  
17 submitted to the state land planning agency during a regular Comprehensive  
18 Plan Amendment cycle. If the Escambia County annual budget is adjusted  
19 outside of the regular cycle, the Capital Improvements Element may be amended  
20 and adopted again, provided that the adoption ordinance is submitted to the state  
21 land planning agency no later than December 1.

22  
23 **CIE 1.4.7 De minimis Roadway Impact Monitoring.** Escambia County shall  
24 implement a methodology to monitor and track approved de minimis impacts on  
25 the roadway network within its jurisdiction. All de minimis impacts (an impact that  
26 would not affect more than one percent of the maximum volume at the adopted  
27 LOS of the affected transportation facility) shall be compiled into an annual report  
28 and submitted to the state land planning agency with the annual Capital  
29 Improvements Element update.

30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46



1 **Chapter 16 Public Schools Facilities Element.**

2  
3 The intent of this chapter is to provide guiding policies through which the local  
4 governments can effectively manage growth and meet public school needs. The  
5 element is required to establish a school concurrency management system  
6 through which the local governments can ensure public school capacity is  
7 available concurrent with development. The school concurrency management  
8 system will allow for a greater communication and understanding between  
9 Escambia County, the City of Pensacola, the Town of Century, and the School  
10 Board of Escambia County when concentrating on public school capacity issues.

11  
12 The PSFE is also intended to increase coordination between the School Board  
13 and local governments on issues such as land use planning, the school siting  
14 process, and school facility expansion.

15  
16 This chapter establishes a framework for the planning of public schools pursuant  
17 to Section 163.3177(12), Florida Statutes. The law requires that local  
18 governments adopt a public school facilities element as a part of their  
19 comprehensive plans. The 2005 Legislature mandated that the availability of  
20 public schools be made a prerequisite for the approval of residential construction  
21 and directed a closer integration of planning for school capacity with  
22 comprehensive planning.

23  
24 The following sections present the guidelines by which the School Board  
25 evaluates school facilities; an inventory of existing facilities and planned future  
26 facilities; an evaluation of the school system based on these guidelines and  
27 determination of need; an analysis of funding; an analysis of coordination  
28 between school planning and local land use planning.

29  
30 In addition, the Public School Facilities Element Data & Analysis prepared for the  
31 Escambia County School District supports the required implementation of school  
32 concurrency in Escambia County. The Data & Analysis evaluates the school  
33 system and its relationship to development and growth from both a countywide  
34 perspective and a closer look at schools within established Concurrency Service  
35 Areas (CSAs). A CSA is defined in Policy PSF 2.2.1. The findings and  
36 conclusions of the data and analysis support the goals, objectives and policies of  
37 the element including the establishment of level of service standards and the  
38 delineation of CSAs.

39  
40 **GOAL PSF 1 COORDINATE WITH THE SCHOOL BOARD OF ESCAMBIA**  
41 **COUNTY**

42  
43 **Coordinate with the School Board of Escambia County (herein "School**  
44 **Board") to ensure high quality public school facilities that are consistent**  
45 **with the Comprehensive Plan and serve to enhance communities. The joint**  
46 **procedures referenced in Policy ICE 1.3.1 state that coordination between**

1 the county and the school board is pursuant to the Public School Facility  
2 Planning Interlocal Agreement and shall state the obligations of the county  
3 under the agreement. Section 163.3177(6)(h)(4), Florida Statutes.

4  
5 **OBJ PSF 1.1 Schools as Community Focal Points**

6  
7 **Enhance communities and encourage school facilities to serve as**  
8 **community focal points through effective school facility design and siting**  
9 **standards. The location will be coordinated with the future land use map.**

10  
11 **POLICIES**

12  
13 **PSF 1.1.1 School Location.** New schools shall be located proximate to the  
14 student population they are intended to serve. For the purpose of determining  
15 eligibility for transportation, a reasonable walking distance for students to school  
16 is one (1) mile for elementary, one and one-half (1-1/2) miles for middle, two (2)  
17 miles for high schools; and to a school bus stop, is one-half (1/2) mile for  
18 elementary and one (1) mile for middle and high schools. Such mileage shall be  
19 measured by the nearest traveled route over which a pedestrian can walk to the  
20 nearest entrance to the school or the nearest school bus stop. The distance  
21 (permanent residence to school) may be measured by an automobile having an  
22 odometer that has been certified for accuracy. Students whose permanent  
23 residence is equal to or greater than these distances from the nearest  
24 appropriate school or school bus stop, or students who are handicapped, are  
25 eligible for transportation. (School Board Policy 6.02 Eligibility for Transportation).

26  
27 **PSF 1.1.2 Shared-use and Co-location of School Sites.** Coordinate with the  
28 School Board to permit the shared-use and co-location of school sites and  
29 County facilities with similar facility needs as described in the Interlocal  
30 Agreement for Public School Facility Planning dated April 30th, 2009 (herein  
31 "Interlocal Agreement"). The County will identify opportunities for collocation and  
32 shared use facilities when preparing updates to the Schedule of Capital  
33 Improvements and when planning and designing new community facilities.

34  
35 **PSF 1.1.3 Emergency Shelters.** Escambia County will coordinate with the  
36 School Board on emergency preparedness issues, including the use of public  
37 schools as emergency shelters as required by Section 163.3177(12)(g)(8),  
38 Florida Statutes. The School Board will fulfill the building code requirements of  
39 Section 1013.372, Florida Statutes, that appropriate new educational facilities  
40 can serve as public shelters for emergency management purposes.

41  
42 **PSF 1.1.4 School Design.** The School Board will design and ensure  
43 performance standards for new school facilities according to the "Design  
44 Guidelines and Technical Specifications 2006" Florida Department of Education  
45 State Requirements for Educational Facilities (SREF).

1 **OBJ PSF 1.2 Future Land Use and School Siting**

2  
3 **Consistent with Section 163.3177, Florida Statutes, the County will include**  
4 **sufficient allowable land use designations for schools proximate to**  
5 **residential development to meet the projected need for schools.**

6  
7 **POLICIES**

8  
9 **PSF 1.2.1 Future Land Use Categories.** Consistent with the Escambia County  
10 Future Land Use Element, public schools shall be an allowable use in all land  
11 use categories, except for Industrial, Mixed-Use Perdido Key, and Recreation  
12 and Conservation. The Land Development Code may include siting standards for  
13 schools, consistent with the Comprehensive Plan. Escambia County will consider  
14 the provisions of Section 1013.33(13), Florida Statutes.

15  
16 **PSF 1.2.2 Flood Zones & Coastal High Hazard Area.** New schools shall not be  
17 allowed within a velocity flood zone or in a coastal high hazard area as  
18 delineated by Escambia County.

19  
20 **OBJ PSF 1.3 School Facility Siting and Consistency with the**  
21 **Comprehensive Plan**

22  
23 **Ensure that the planning, construction, and opening of educational**  
24 **facilities are coordinated in time and place, concurrent with necessary**  
25 **services and infrastructure, and consistent with the Comprehensive Plan.**

26  
27 **POLICIES**

28  
29 **PSF 1.3.1 Consistency with Comprehensive Plan.** Escambia County will  
30 coordinate with the School Board by giving an informal assessment regarding the  
31 consistency of potential new school sites, and significant expansions or potential  
32 closures of existing schools, with the Comprehensive Plan, as described in the  
33 Interlocal Agreement. The informal assessment reviews, as applicable, the  
34 following: environmental suitability, transportation and pedestrian access,  
35 availability of infrastructure services, safety concerns, land use compatibility,  
36 consistency with community vision and other relevant issues.

37  
38 **PSF 1.3.2 Review of School Sites.** Escambia County shall review potential new  
39 school sites, and significant expansions or potential closures of existing schools,  
40 for consistency with the following criteria:

- 41  
42 a. That school sites are compatible with present and projected uses  
43 of adjacent property.  
44 b. The locations of proposed new elementary schools are  
45 proximate to the student population they are intended to serve.

- c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.
- d. Existing or planned adequate public facilities are available to support the school.
- e. Safe access to and from the school site is available for pedestrians and vehicles.
- f. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- g. The proposed school location is not within a velocity flood zone or floodway, as delineated in the Comprehensive Plan.
- h. The site is not in conflict with Escambia County stormwater management plans or watershed management plans;
- i. The proposed site can accommodate required parking, circulation, and queuing of vehicles.
- j. The proposed location lies outside the area regulated by Section 333.03, Florida Statutes, regarding the construction of public educational facilities in the vicinity of an airport.

Escambia County shall also consider the following in its review:

- a. Site acquisition and development costs;
- b. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization;
- c. Efficient use of existing infrastructure;
- d. Discouragement of urban sprawl;
- e. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on a site; and
- f. Adverse impacts to archaeological or historic sites.

**PSF 1.3.3 School Expansion into Unincorporated Portion of County.** When a new school or significant expansion to an existing school is proposed within unincorporated Escambia County, the County shall review the proposed development according to the terms of the Interlocal Agreement for Site Plan Review Requirements for School Board Projects.

**OBJ PSF 1.4 Pedestrian Access to Schools**

**Improve safe student access to school facilities, and reduce hazardous walking conditions, in coordination with the School Board and consistent with the Florida Safe Ways to School Program.**

1 **POLICIES**

2  
3 PSF 1.4.1 **Bicycle and Pedestrian Access.** All public schools shall provide  
4 bicycle and pedestrian access consistent with Florida Statutes. Parking at public  
5 schools will be provided consistent with Escambia County's Land Development  
6 Code (LDC) requirements.

7  
8 PSF 1.4.2 **Sidewalk Master Plan.** Upon completion of the County's sidewalk  
9 inventory, the County will create a sidewalk master plan to comprehensively  
10 address bicycle and pedestrian needs. The plan will include a focus on bicycle  
11 and pedestrian needs relating to school facilities.

12  
13 PSF 1.4.3 **Sidewalk/Pedestrian Improvements.** To ensure continuous  
14 pedestrian access to public schools, priority for County sidewalk/pedestrian  
15 improvements will be given to cases of hazardous walking conditions pursuant to  
16 Section 1006.23, Florida Statutes, and specific provisions for constructing such  
17 facilities will be included in the schedule of capital improvements adopted each  
18 fiscal year.

19  
20 PSF 1.4.4 **New Development Adjacent to School Property.** New  
21 developments adjacent to existing or planned school sites shall be required to  
22 provide a right-of-way and an access path for pedestrian travel.

23  
24 PSF 1.4.5 **Sidewalk Requirements for Residential Development near**  
25 **Schools.** New residential developments within 2 miles of an existing or planned  
26 school, as measured by the nearest traveled route over which a pedestrian can  
27 walk to the nearest entrance to the school measured by an automobile having an  
28 odometer that has been certified for accuracy, shall be required to provide  
29 sidewalks along all roads interior to the subdivision. In addition, sidewalks shall  
30 be placed along all collector, arterial, and local roads abutting the subdivision to  
31 the subdivision property line, where it has been determined that the most direct  
32 route from the subdivision to the school is along those roadways. The location,  
33 width and other details of the sidewalks shall be as set forth in the LDC.

34  
35 PSF 1.4.6 **Sidewalks for Commercial Development near Schools.** New  
36 commercial developments within 2 miles of an existing or planned school, as  
37 measured by the nearest traveled route over which a pedestrian can walk to the  
38 nearest entrance to the school measured by an automobile having an odometer  
39 that has been certified for accuracy, are encouraged to provide sidewalks along  
40 their street frontage. The location, width and other details of the sidewalks shall  
41 be as set forth in the LDC.

42  
43 PSF 1.4.7 **Coordination with FL-AL TPO.** Coordinate with the FL-AL TPO to  
44 ensure funding for safe access to schools including participation in the Bicycle  
45 Pedestrian Advisory Committee and the Community Traffic Safety Team.

46

1 **OBJ PSF 1.5 Coordinate Future Land Use Map Amendments to Maintain**  
2 **School Capacity**

3  
4 **It is the objective of Escambia County to coordinate petitions for future**  
5 **land use changes to maintain adequate school capacity to meet future**  
6 **growth needs. This objective will be accomplished recognizing the School**  
7 **Board's statutory and constitutional responsibility to provide a uniform**  
8 **system of free and adequate public schools, and the County's authority for**  
9 **land use, including the authority to approve or deny petitions for**  
10 **comprehensive plan amendments, re-zonings or final plat and site plans**  
11 **that generate students and impact the Escambia County school system.**

12  
13 **POLICIES**

14  
15 **PSF 1.5.1 School Board Review and Input.** As per Section 7.6 of the Interlocal  
16 Agreement, Escambia County shall take the School Board comments and  
17 findings on the availability of adequate school capacity into consideration when  
18 reviewing comprehensive plan amendments and other land use decisions.

19  
20 **PSF 1.5.2 Determining Impact of Future Land Use Changes.** The School  
21 Board shall use the adopted student generation rates to estimate the potential  
22 impact of a proposed future land use change on available school capacity. When  
23 such analysis projects a potential deficiency, the School Board shall include in its  
24 comments how it will propose to meet the projected demand. The County will  
25 take these comments into consideration per Policy PSF 1.5.1 prior to approving  
26 or denying any future land use change.

27  
28 **OBJ PSF 1.6 Address Corrections to Existing School Facilities Deficiencies**  
29 **and Facilities Needed to Meet Future Needs**

30  
31 **The Escambia County School Board shall make reasonable attempts to**  
32 **address existing school facility deficiencies and make attempts to meet**  
33 **and plan for existing and future needs.**

34  
35 **POLICIES**

36  
37 **PSF 1.6.1 Coordination with School District Capital Projects Planning.** The  
38 School Board shall make every effort to ensure that capital projects designed to  
39 address capacity/Level of Service (LOS) deficiencies are shared with Escambia  
40 County Planning Staff via periodic Tentative District Educational Facilities Plan  
41 reviews as set forth in Interlocal Agreement Subsection 3.1.

42  
43 **PSF 1.6.2 Working Group Coordination with School District.** The staff  
44 working group established in Interlocal Agreement Subsection 1.1 will assist the  
45 School Board in an advisory capacity in the preparation of all updates to the  
46 Educational Plant Survey. The staff working group will evaluate and make

1 recommendations regarding the location and need for new, significant renovation  
2 or expansion, and closures of educational facilities, and the consistency of such  
3 plans with the local government comprehensive plan and relevant issues listed in  
4 subsections 5.3, 7.6, 7.7, and 8.1 of the Interlocal Agreement.  
5

6 **PSF 1.6.3 Address Access to Capital Improvements Elements.** The County is  
7 required to implement the adoption of annual plan amendments adding a new  
8 fifth year, updating the financially feasible public schools capital facilities  
9 program, coordinating the program with the 5-year district facilities work plan, the  
10 plans for other local governments, and, as necessary, updates to the  
11 concurrency service area map. The annual plan amendments shall ensure that  
12 the capital improvements program continues to be financially feasible and that  
13 the level of service standards will continue to be achieved and maintained.  
14 (Section 163.3177(12)(g)1, Florida Statutes, ~~Rule 9J-5.025(3)(c)2, Florida~~  
15 ~~Administrative Code~~).

16  
17 **GOAL PSF 2 SCHOOL BOARD TO COORDINATE WITH ESCAMBIA**  
18 **COUNTY**

19  
20 **The School Board will coordinate with the County to assure the future**  
21 **availability of public school facilities to serve new development will be**  
22 **consistent with the adopted level of service standards. This goal will be**  
23 **accomplished recognizing the School Board's statutory and constitutional**  
24 **responsibility to provide a uniform system of free and adequate public**  
25 **schools, and the County's authority for land use, including the authority to**  
26 **approve or deny comprehensive plan amendments, re-zonings or other**  
27 **development orders that generate students and impact the County's school**  
28 **system.**

29  
30 **OBJ PSF 2.1 Level of Service Standards**

31  
32 **Coordinate with the School Board to ensure that the capacity of schools is**  
33 **sufficient to support residential development at the adopted level of service**  
34 **(LOS) standards within the period covered by the 5-year schedule of capital**  
35 **improvements, and the long range planning period. The adopted LOS**  
36 **standards shall be achieved by the conclusion of the first 5-year schedule**  
37 **of capital improvements and the LOS standards shall be maintained each**  
38 **subsequent year. These standards shall be consistent with the Interlocal**  
39 **Agreement agreed upon by the School Board, the County, and the local**  
40 **municipalities.**

41  
42 **POLICIES**

43  
44 **PSF 2.1.1 Consistency.** The LOS standards set forth herein shall be applied  
45 consistently by all local governments within Escambia County and by the School  
46 Board to all schools of the same type.

1  
 2 **PSF 2.1.2 Level of Service Standards.** Consistent with the Interlocal  
 3 Agreement, the County and School Board agree to the following level of service  
 4 standards for school concurrency in Escambia County, based on Florida  
 5 Inventory of School Houses (FISH) permanent capacity and maximum school  
 6 size by type. In calculating achievement of LOS, modular capacity is considered  
 7 permanent FISH capacity and relocatables/portables are not considered  
 8 permanent FISH capacity. Permanent FISH capacity includes permanent  
 9 buildings and Modular Capacity for modular buildings that are Type II Non-  
 10 combustible and have a 40 year life span. School enrollment shall be based on  
 11 the annual enrollment of each school based on actual counts reported to the  
 12 Department of Education in October of each year.

TYPE OF SCHOOL	LEVEL-OF-SERVICE STANDARD
Existing or New Schools	100% of permanent FISH capacity
Centers (Special Purpose)	100% of permanent FISH capacity or the level of service based on the student/teacher ratios dictated by specific programs, whichever is lowest.

23 **PSF 2.1.3 Amending Level of Service Standards.** Potential amendments to the  
 24 LOS standards shall be considered at least annually at the staff working group  
 25 meeting referenced in Policy ICE 1.3.6. If there is consensus to amend any level  
 26 of service, it shall be accomplished by the execution of an amendment to the  
 27 Interlocal Agreement by all parties and the adoption of amendments to the  
 28 County, City and Town's comprehensive plans. The amended LOS shall not be  
 29 effective until all plan amendments are effective and the amended Interlocal  
 30 Agreement is fully executed.

32 **PSF 2.1.4 Financial Feasibility of LOS.** No LOS standard shall be amended  
 33 without a showing that the amended LOS standard is financially feasible,  
 34 supported by adequate data and analysis, and can be achieved and maintained  
 35 through the five-year schedule for capital improvements.

37 **OBJ PSF 2.2 School Concurrency Service Areas**

38  
 39 **The School Board shall establish School Concurrency Service Areas as the**  
 40 **areas within which an evaluation is made to determine if adequate school**  
 41 **capacity exists based on the adopted level of service standards.**  
 42 **Concurrency service areas shall be designed so that the adopted level of**  
 43 **service will be achieved within the period covered by the first five years of**  
 44 **the five-year schedule of capital improvements. After the first five-year**  
 45 **schedule of capital improvements, the level of service must be maintained**



1 within each year of subsequent five-year schedules of capital  
2 improvements.

3  
4 **POLICIES**

5  
6 **PSF 2.2.1 Concurrency Service Areas.** The Concurrency Service Area (CSA)  
7 is the area within which capacity determinations are made as part of the  
8 concurrency management system. The PSFE establishes the CSAs as the entire  
9 school district by service level, elementary, middle, and high school (district-  
10 wide). District-wide: Elementary grades k – 5, District-wide: Middle grades 6 – 8,  
11 and District-wide: High grades 9 – 12. For special purpose centers, charter  
12 schools, and magnet schools the concurrency service area shall also be district-  
13 wide.

14  
15 **PSF 2.2.2 Maximize Capacity Utilization.** Concurrency service areas shall  
16 maximize capacity utilization, taking into account transportation costs, limiting  
17 maximum student travel times, achieving socio-economic, racial and cultural  
18 diversity objectives, and other relevant factors as related to the School Board's  
19 policy on maximization of capacity.

20  
21 **PSF 2.2.3 Amending Concurrency Service Areas.** Potential amendments to  
22 the concurrency service areas shall be considered annually at the staff working  
23 group meeting referenced in Policy ICE 1.3.4. If there is consensus to amend the  
24 concurrency service areas to establish boundaries other than those stipulated  
25 above, it shall be accomplished by a written execution of an amendment to the  
26 Interlocal Agreement by all parties and by the amendment to the County, City  
27 and Town's comprehensive plans. The amended concurrency service areas shall  
28 not be effective until the amended Interlocal Agreement is fully executed and  
29 comprehensive plan amendments are in effect. Amendments to the concurrency  
30 service areas that keep the CSAs District-wide by service level shall be agreed  
31 upon by all parties and shall not require comprehensive plan amendments.

32  
33 **OBJ PSF 2.3 Student Generation Rates**

34  
35 **The School Board will work with Escambia County, City of Pensacola, and**  
36 **Town of Century to establish student generation rates that will be used to**  
37 **determine the impact of development on public school facilities.**

38  
39 **POLICIES**

40  
41 **PSF 2.3.1 Student Generation Rates.** Consistent with the Interlocal Agreement,  
42 the School Board staff, working with the County staff and municipal staffs, will  
43 develop and apply student generation multipliers for residential developments by  
44 dwelling unit type (single family or multi-family) for each school type (elementary,  
45 middle, K-8, high, or center), considering past trends in student enrollment in  
46 order to project future public school enrollment.

1  
2 PSF 2.3.2 **Calculating Student Generation Rates.** The student generation  
3 rates shall be calculated by the School Board and the County, in accordance with  
4 professionally accepted methodologies. The student generation rates shall be  
5 determined annually, with input from the staff working group.

6  
7 **OBJ PSF 2.4 Process for School Concurrency Implementation**

8  
9 **Establish a joint process for implementation of school concurrency, in**  
10 **coordination with the School Board, which includes applicability, capacity**  
11 **determination, and availability standards. Manage the timing of residential**  
12 **subdivision and site plan approvals to ensure adequate school capacity is**  
13 **available consistent with adopted level of service standards for public**  
14 **school concurrency.**

15  
16 **POLICIES**

17  
18 PSF 2.4.1 **Applicability Standards.** School concurrency implementation applies  
19 to residential development or a phase of residential development requiring an  
20 approval of subdivision plat, site plan, or its functional equivalent, proposed or  
21 established. Prior to the adoption of the land development regulations, Escambia  
22 County shall use the comprehensive plan policies as the development  
23 regulations as set forth in Interlocal Agreement Subsection 4.3.

24  
25 PSF 2.4.2 **Exempted Development.** The following residential development shall  
26 be considered exempt from the school concurrency requirements:

- 27  
28 a. Single family lots of record; master plans that have received final  
29 subdivision plat approval prior to June 24, 2009, the effective date  
30 of the PSFE; and single family subdivision plats actively being  
31 reviewed or that have received preliminary plat approval at the time  
32 of adoption of the PSFE, April 30, 2009.  
33 b. Residential developments that have received final site plan  
34 approval prior to June 24, 2009, the effective date of the PSFE, or  
35 residential site plans actively being reviewed at the time of adoption  
36 of the PSFE, April 30, 2009.  
37 c. Amendments to residential site plans or subdivisions that were  
38 previously approved prior to June 24, 2009, the effective date of the  
39 PSFE, and that do not increase the number of students generated  
40 by the development based on the adopted student generation  
41 rates.  
42 d. Age restricted developments that are subject to deed restrictions  
43 prohibiting the permanent occupancy of a resident under the age of  
44 fifty-five (55). Such deed restrictions must be recorded and must be  
45 irrevocable for a period of at least thirty (30) years.

1 e. Group quarters that do not generate students, including facilities  
2 such as local jails, prisons, hospitals, bed and breakfast, motels  
3 and hotels, temporary emergency shelters for the homeless, adult  
4 halfway houses, firehouse dorms, college dorms exclusive of  
5 married student housing, and religious non-youth facilities.  
6

7 **PSF 2.4.3 Capacity Determination Standards.** Escambia County shall adopt  
8 LDC provisions to establish the application procedure and process for evaluating  
9 school capacity and making concurrency determinations consistent with the  
10 Interlocal Agreement. The School Board shall be responsible for conducting  
11 concurrency reviews. The School Board may choose to provide an informal  
12 assessment of school concurrency at the time of preapplication. The test of  
13 concurrency shall be at preliminary plat, site plan, or functional equivalent  
14 approval.  
15

16 **PSF 2.4.4 School Board Findings.** The School Board's findings and  
17 recommendations shall address whether adequate capacity exists for each  
18 affected concurrency service area, based on the level of service standards. If  
19 adequate capacity does not exist, the School Board findings shall address  
20 whether appropriate mitigation can be accepted. If mitigation can be accepted,  
21 the School Board's findings shall identify the accepted form of mitigation that is  
22 consistent with the policies set forth herein.  
23

24 **PSF 2.4.5 Determination of Insufficient Capacity.** For the review process, the  
25 School Board shall use the first three years of the Five-Year Work Facilities  
26 Program for determinations. Any relevant programmed improvements in years  
27 four or five of the five-year schedule of improvements shall not be considered  
28 available capacity for the project unless funding for the improvement is assured  
29 through School Board funding to accelerate the project, through proportionate fair  
30 share mitigation, or some other means of assuring adequate capacity will be  
31 available within the first three years. The School Board may choose to use  
32 relocatable classrooms to provide temporary capacity while funded schools or  
33 school expansions are being constructed. In the event that the School Board  
34 finds that there is not sufficient capacity in the affected concurrency service  
35 area(s) to address the impacts of a proposed development, the following  
36 standards shall apply:  
37

- 38 a. The project must provide capacity enhancement sufficient to  
39 meet its impacts through proportionate share mitigation; or
- 40 b. Approval of the site plan or final plat (or functional equivalent)  
41 must be delayed to a date when the capacity enhancement  
42 necessary to maintain level of service can be assured; or
- 43 c. A condition of approval of the site plan or preliminary plat (or  
44 functional equivalent) shall be that the project's development order  
45 and/or building permits shall be delayed to a date when the

1 capacity enhancement necessary to maintain level of service can  
2 be assured.

3  
4 **PSF 2.4.6 Availability Standard.** Where capacity will not be available to serve  
5 students generated by a residential development the County shall use the lack of  
6 school capacity as a basis for denial of petitions for final plats, site plans or  
7 functional equivalents. However, the County shall not deny a petition for a final  
8 plat, site plan, or functional equivalent due to a failure to achieve and maintain  
9 the adopted level of service for public school capacity where:

- 10  
11 a. Adequate school facilities will be in place or under actual  
12 construction within three years after the issuance of the final plat or  
13 site plan or functional equivalent; or  
14 b. The developer executes a legally binding commitment with the  
15 School Board to provide mitigation proportionate to the demand for  
16 public school facilities to be created by the actual development of  
17 the property subject to the final plat or site plan (or functional  
18 equivalent) as provided in the Interlocal Agreement.

19  
20 **OBJ PSF 2.5 Proportionate Share Mitigation**

21  
22 **Coordinate with the School Board to provide proportionate share**  
23 **mitigation alternatives that are financially feasible and will achieve and**  
24 **maintain the adopted level of service standard consistent with the School**  
25 **Board's adopted financially feasible Five-Year Facilities Work Program.**

26  
27 **POLICIES**

28  
29 **PSF 2.5.1 Acceptable Mitigation.** The School Board shall allow mitigation for  
30 developments that would otherwise cause the LOS standards to be exceeded.  
31 Mitigation options shall include the following: contribution of, or payment for,  
32 acquisition of new or expanded school sites; construction or expansion of  
33 permanent school facilities; mitigation banking, the creation of mitigation banking  
34 based on the construction of a public school facility in exchange for the right to  
35 sell excess capacity credits within the same concurrency service area; and  
36 charter schools, provided they are constructed to SREF standards, so that they  
37 can be relied on over the longer term as public school capacity, designed to  
38 whatever minimum size and specifications established by the School Board to  
39 ensure that if the School Board is required, it can efficiently operate the school,  
40 or such mitigation options acceptable to all parties.

41  
42 **PSF 2.5.2 CIP and Proposed Mitigation.** Proposed mitigation must be directed  
43 toward a permanent capacity improvement identified in the School Board's  
44 financially feasible Five-Year Facilities Work Program. However, the School  
45 Board may accept mitigation in the form of an improvement not identified on the  
46 Five-Year Facilities Work Program and commit to add the needed improvement

1 to the Five-Year Facilities Work Program. The School Board must find that any  
2 proposed mitigation will satisfy the demands created by the proposed  
3 development consistent with the adopted level of service standards, and the  
4 mitigation shall be assured by a legally binding development agreement between  
5 the School Board, the County, and the applicant executed prior to the issuance of  
6 the final plat, site plan or functional equivalent.

7  
8 **PSF 2.5.3 Shifting Impacts.** The School Board shall evaluate how the impacts  
9 of a development shall be shifted. Measures to maximize capacity, including  
10 modifications to concurrency service areas in lieu of shifting development  
11 impacts, can be considered.

12  
13 **PSF 2.5.4 Relocatable Classrooms.** Relocatable classrooms will not be  
14 accepted as mitigation. Modular classrooms are not considered relocatable for  
15 purposes of acceptable mitigation.

16  
17 **PSF 2.5.5 Calculation Proportionate Share Mitigation.** The applicant's total  
18 proportionate-share mitigation obligation to resolve a capacity deficiency shall be  
19 based on the following formula for each school level: multiply the number of new  
20 student stations required to serve the new development by the average cost per  
21 student station, as determined by the Department of Education's most current  
22 cost per student station applicable to Escambia County plus land costs. The  
23 average cost per student station shall include school facility development costs  
24 and land costs. The applicant's proportionate-share mitigation obligation will be  
25 credited toward any other impact fee or exaction imposed by local ordinance for  
26 the same need, on a dollar-for-dollar basis, at fair market value.

27  
28 **PSF 2.5.6 School Facility Map.** Consistent with Section 163.3177(12)(h),  
29 Florida Statutes, the Public School Facilities Element shall include future  
30 conditions maps showing existing and, where practical, anticipated schools over  
31 the five-year and long-term planning periods. The maps of necessity may be  
32 general over the long-term planning period and do not prescribe a land use on a  
33 particular parcel of land. The Public Schools Facilities Element Maps are  
34 attached herein to this ordinance as Exhibit S.

35  
36 **PSF 2.5.7 Long Range Public School Facility Map.** The County is to address  
37 coordination of the long range public school facility map with the local  
38 government's comprehensive plan, including the Future Land Use Map. (Section  
39 163.3177(12)(g)9, Florida Statutes; ~~Rule 9J-5.025(3)(c)6, Florida Administrative~~  
40 ~~Code.~~)

Comprehensive Plan  
Clean Copy

## **Table of Contents**

Formatted: Numbering: Restart each page

Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, is further amended to read as set forth on the following pages attached hereto, which includes the following chapters:

- Chapter 1: Legal
- Chapter 2: Administration
- Chapter 3: Definitions
- Chapter 4: Public Participation
- Chapter 5: General Requirements
- Chapter 6: Concurrency Management System
- Chapter 7: Future Land Use
- Chapter 8: Mobility
- Chapter 9: Housing
- Chapter 10: Infrastructure
- Chapter 11: Coastal Management
- Chapter 12: Conservation
- Chapter 13: Recreation and Open Space
- Chapter 14: Intergovernmental Coordination Element;
- Chapter 15: Capital Improvement Element;
- Chapter 16: Public Schools Facilities Element

**Chapter 1 Legal.**

**Section 1.01 Title.**

This ordinance shall be known as the "Escambia County Comprehensive Plan: 2030".

**Section 1.02 Jurisdiction.**

The lands subject to this ordinance shall include all unincorporated areas of Escambia County.

**Section 1.03 Intent.**

It is the intent of this ordinance to provide orderly growth management for those areas identified in section 1.02 above. This ordinance is not intended to terminate growth but rather to provide mechanisms for growth management in order to serve the citizens, visitors and property owners of Escambia County. Implementation of this ordinance is designed to maintain and improve the quality of life for all citizens of the county.

The Board of County Commissioners of Escambia County finds that the goals, objectives, policies and regulations set forth hereunder are a necessary and proper means for planning and regulating the development and use of land in the county and for otherwise protecting and promoting the public health, safety, and general welfare of its citizens. It is the intent of this ordinance that the comprehensive plan sets general guidelines and principles concerning its purposes and contents and that this ordinance shall be construed broadly to accomplish its stated purposes and objective.

**Section 1.04 Effect on previous plan.**

This ordinance/comprehensive plan supersedes and replaces the Escambia County Comprehensive Plan, which was adopted by the Board of County Commissioners on October 20, 1993, as amended.



## **Chapter 2 Administration.**

### **Section 2.01 Local planning agency.**

(1) The Escambia County Planning Board is hereby established by the Board of County Commissioners (BCC) of Escambia County as the Local Planning Agency (LPA).

(2) Duties: The duties of the LPA shall be as specified in Section 163.3174, Florida Statutes, and include:

- a. Be responsible for the preparation of the Escambia County Comprehensive Plan and make recommendations to the BCC regarding the adoption of the plan;
- b. Monitor the effectiveness and status of implementation of the comprehensive plan and recommend to the BCC any changes in the plan as may, from time to time, be required;
- c. Monitor, review and prepare periodic reports required by Section 163.3191, Florida Statutes, including regular assessments of the plan and preparation of the evaluation and appraisal report on the plan;
- d. Review any proposed land development regulations, codes or amendments thereto and make recommendations to the BCC as to the consistency of proposed regulations, codes or amendments with the comprehensive plan;
- e. Perform any other function, duty or responsibility assigned to it by the Escambia County BCC or by general or special law; and,
- f. Additional duties and responsibilities may be placed upon the LPA by inclusion of such duties and responsibilities within the Land Development Code (LDC).

(3) Resources: The LPA may utilize any resources provided it by the BCC in furtherance of the duties and responsibilities of the LPA. These resources may include, but are not limited to, facilities and equipment of the County, temporary assignment of employees, utilization of County committees, boards or authorities, consultants, persons or entities to prepare or assist in the preparation of the plan, amendments thereto or any other land development regulation, proposed or existing, as it may deem appropriate.

### **Section 2.02 Administration.**

The Escambia County Administrator shall administer this ordinance with the assistance of other personnel within the County, as necessary. Policy direction and guidance shall be provided by the LPA and the BCC. In addition, assistance may be provided pursuant to Section 2.01(3) above.

### **Section 2.03 Public participation and notices.**

Refer to Chapter 4 for public participation and notices.

## **Chapter 3 Definitions.**

### **Section 3.01 Definitions.**

The definitions listed here are hereby adopted. In addition, any words not defined here shall be defined as found in Chapter 163, pt. II, Florida Statutes, and ~~Rule 9J-5, Florida Administrative Code,~~ which ~~are~~is hereby adopted by reference. There may be other definitions contained in the chapters (elements) of this ordinance and such definitions are not "in conflict" with the definitions in rule or law. Also, the additional definitions, if any, relate to terms or phrases not otherwise defined.

### **Section 3.02 Germane definitions.**

The Escambia County Land Development Code (land development regulations) will contain specific definitions germane to any items within the Land Development Code (LDC).

### **Section 3.03 Singular and plural terms; gender; general interpretation.**

Unless the context clearly indicates otherwise, singular words include the plural, person or man includes both genders and words not otherwise defined shall have those meanings commonly and customarily ascribed to them and as can be found in any standard dictionary reference books.

### **Section 3.04 Definitions.**

**Avigation easement:** An easement that gives a clear property right to maintain flight operations in the airspace above the property.

**Buffer:** A designated area with natural and/or manmade features functioning to minimize or eliminate adverse impacts on adjoining land uses, or wetlands as defined by Section 373.019(22) Florida Statutes.

**Commercial use:** Any nonresidential use that is typically carried out for the purpose of monetary gain, including, but not limited to, any business use or activity at a scale greater than a home occupation.

**Compact development:** A development pattern typically featuring narrow streets, multifunction structures (such as residential over retail), multifamily housing, front porches, small lots, wide sidewalks, neighborhood parks, community landscaping, easily walkable distances from residences to local commercial uses, places of employment and schools.

**Concurrency:** The condition or circumstance that at the time new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards established by the Comprehensive Plan.

**Conservation:** The act of preserving, guarding, or protecting; keeping in a safe or entire state; preservation.

**Conservation subdivision:** A form of residential subdivision characterized by clustered compact lots, common open space and natural features, used to protect agricultural lands, open space or other natural or historical resources while allowing for the maximum number of dwellings under applicable zoning and subdivision regulations.

**Deficiencies:** Inadequacies, insufficiencies, or the falling short of a prescribed norm.

**Density:** The number of dwelling units per acre of land.

**Development:** The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. Specific activities or uses involving or excluded from development are defined in Section 380.04, Florida Statutes.

**Enhance:** To make greater, as in value, beauty, or effectiveness; to augment.

**Environmentally sensitive lands:** Those areas of land or water that are determined by the BCC as being necessary to conserve or protect natural habitats and ecological systems. The following classifications are those that have been determined by Escambia County to be environmentally sensitive:

- a. Wetlands as defined herein, and wetlands as defined by the U.S. Army Corps of Engineers.
- b. Shoreline Protection Zones.
- c. Aquatic preserves and the Escambia River Management Area.
- d. Outstanding Florida Waters as defined by Rule 62.302.700 Florida Administrative Code and as defined and approved by the Florida Legislature.
- e. Habitats of threatened or endangered species as defined by the U.S. Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife Conservation Commission (FWC) or other state or federal agencies.
- f. Essential fishery habitat (EFH), including seagrasses.
- g. Floodplain areas defined on the FEMA Flood Insurance Rate Map (FIRM) as areas of special flood hazard subject to a one percent annual chance of flooding.
- h. Potable water wells, cones of influence, and potable water well fields.

**Existing communities:** Established residential or mixed-use areas; developed land that contains homes, businesses, and/or other civic and community uses.

**Farm worker:** A person who works on, but does not own, a farm; an agricultural laborer (may be permanent or temporary).

**Financial feasibility:** The ability of a proposed land use or change of land use to justify itself from an economic point of view.

**Floodway:** The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**Floor Area Ratio (FAR):** A standard measure of the intensity of non-residential land use, calculated by dividing the total gross floor area of all structures on a lot by the total area of the lot.

**Group home/group home facility:** An occupied residence, licensed by the State of Florida, in which a family living environment is provided for six or fewer unrelated residents with developmental disabilities, as defined in Section 393.063, Florida Statutes, including such supervision and care by support staff as may be necessary to meet the physical, emotional, and social needs of its residents.

**Hazardous material:** A poison, corrosive agent, flammable substance, explosive, radioactive chemical, or any other material that can endanger human or animal health or well-being if handled improperly.

**Hazardous waste:** Material or a combination of materials that require special management techniques because of their acute and/or chronic effects on air and water quality; on fish, wildlife, or other biota; or on the health and welfare of the public. Such materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, radioactive and toxic materials regulated pursuant to Chapter 62-730, Florida Administrative Code.

**Historic/cultural resource:** Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value, and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.

**Impervious surface:** Any surface that does not allow, or minimally allows, the penetration of water, and is highly resistant to infiltration by water.

**Impervious Surface Ratio:** A standard measure of the intensity of land use calculated by dividing the total area of all impervious surfaces within a lot by the total area of the lot.

**Incompatible/compatible development:** Incompatible development is new development proposed to be constructed next to existing development where the proximity of the two kinds of development each would diminish the usefulness of the other, or be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design. Compatible development is new development proposed to be constructed next to existing development where proximity of the two kinds of development each would complement or enhance the usefulness of the other.

**Infill development:** The development of new housing or other land uses on vacant or underutilized land in existing developed areas; focuses on the reuse and repositioning of obsolete or underutilized buildings and sites.

**Infrastructure:** Facilities and services needed to sustain land use activities, including but not limited to roads, potable water service, wastewater service, solid waste facilities, stormwater management facilities, power grids, telecommunication facilities, and public schools.

**Invasive species:** A non-indigenous or exotic species that is not native to the ecosystem under consideration and that has the ability to establish self-sustaining, expanding, free-living populations that may cause economic and/or environmental harm, or harm to human health.

**Low-impact landscaping:** Landscape design practices that apply Florida-Friendly landscaping principles to reduce water consumption, use of horticultural chemicals, loss of native vegetation and wildlife habitat, stormwater runoff, and other negative environmental impacts.

**Mitigation:** Methods used to alleviate or lessen the impact of development.

**Mixed-use:** Any use that includes both residential and nonresidential uses.

**Mobile/manufactured home:** A complete, factory-built, single-family dwelling, constructed in accordance with the federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. Mobile home is the term used for manufactured homes built prior to June 15, 1976 when the HUD Code became effective.

**Multi-family development:** Residential development containing multi-family dwellings exclusively or predominantly.

**Multi-modal:** A transportation system that involves multiple methods of transporting people and/or goods; may include pedestrian activity, bicycling, transit (buses and/or rail), and the automobile.

**Native vegetation:** Vegetation that exists naturally, without intervention by humans, in a specific geographic area.

**Natural Resources:** Resources provided by the natural environment, including air, water, soils, wetlands, beaches, flood plains, forests, fisheries, wildlife, and any other such environmental resource identified by Florida Statute for conservation and protection.

**Non-conforming use:** Any lawfully established use of a structure, land, or water, in any combination that does not conform to the land use regulations of the zoning district or future land use category in which the use is located.

**Non-residential use:** A use characterized by the absence of residences and the presence of primary land uses that include retail, commercial, office, industrial, civic or recreation uses.

**Open space:** Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

**Paratransit system:** A form of public transportation service characterized by the flexible routing and scheduling of small vehicles such as taxis, vans and small buses, to provide shared-occupancy, doorstep or curbside personalized transportation service.

**Performance-oriented controls:** A set of criteria or limits relating to certain characteristics that a particular use or process may not exceed; regulations are based upon the intensity and impacts of an activity, rather than land use.

**Preserve:** To protect natural resources and/or historic and cultural resources from the negative impacts of human activity, including land development or natural resource extraction, such as mining or logging. Preservation may include permanently protecting land, structures and/or wetlands and water bodies via purchase, conservation easement, regulations, or other methods, and may include the restoration and management of natural or historic resources.

**Primary dune:** The first natural or manmade dune located landward of the beach with sufficient vegetation, height, continuity, and configuration to offer protective

value. The landward extent occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

**Redevelopment:** The removal and replacement, rehabilitation or adaptive reuse of an existing structure or structures, or of land from which previous improvements have been removed.

**Residential use:** Any use for residences, domiciles, or dwellings, including, but not limited to, single-family houses, townhouses, condominiums, and apartments.

**Restoration:** The act of repairing damage to a site with the aim of restoring the site as closely as possible to its natural condition before it was disturbed.

**Revitalization:** The renewal and improvement of older commercial and residential areas through any of a series of actions or programs that encourage and facilitate private and public investment.

**Rural:** A sparsely developed area, where the land is primarily used for agricultural purposes.

**Shoreline, Natural:** Undeveloped or restored areas of shoreline fronting the waters of marine, estuarine, or riverine systems such as bays, bayous, rivers, and streams.

**Sprawl:** Haphazard growth of dispersed, leap-frog and strip development in suburbs and rural areas and along highways; typically automobile-dependent, single use, resource-consuming and low-density development in previously rural areas and disconnected from existing development and infrastructure.

**Street, collector:** A street providing service that is of relatively moderate traffic volume, moderate trip length, and moderate operating speed, and which distributes traffic between local streets or arterial streets.

**Street, major arterial:** A street providing service that is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. Note: Every United States numbered highway is an arterial street.

**Street, minor arterial:** A street providing connections between major activity centers of the county, which augments the major arterial system for local and inter-county traffic by feeding traffic from collector and local street systems onto major arterials.

**Suburban area:** A predominantly low-density residential area located immediately outside of an urban area or a city and associated with it physically and socioeconomically.

**Threatened and endangered species habitat.** An area that contains, or shows factual evidence of, a species that is listed as "threatened", "endangered", or "species of special concern", including all such areas that are classified as "critical habitat" by the Florida Fish and Wildlife Conservation Commission (FWC).

**Urban area:** A highly developed area that contains a variety of industrial, commercial, residential, and cultural uses.

**Urban forest:** Collectively, the trees and other vegetation within and around the developed areas of the county.

**Water-dependent uses:** Uses that require access to water bodies, such as commercial boating or fishing operations.

**Water-related uses:** Uses that do not require a waterfront location to function, but are often essential to the efficient functioning of water-dependent uses and can be essential to their economic viability, such as shops, restaurants, parking, boat sales, or fish processing plants.

**Wetlands:** Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does or would support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include, but are not limited to, swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps, and other similar areas.

**Wildlife habitat:** An area that offers feeding, roosting, breeding, nesting, and refuge areas for a variety of existing and future native wildlife species.



## **Chapter 4 Public Participation.**

### **Section 4.01 Purpose.**

This chapter establishes procedures in accordance with Section 163.3181, Florida Statutes, to provide for broad dissemination of information regarding comprehensive plans and amendments, the planning process, the adoption or amendment of the Land Development Code (LDC) and other matters pertaining to the regulation or use of land or structures. In addition, it is the intent of this chapter to provide the public opportunity for written or verbal comments, processes for public hearings, provision for open discussion, communications programs, information services and consideration of and response to public comments.

### **Section 4.02 Intent.**

It is the intent of this chapter that all citizens affected by comprehensive planning and land development regulation proposals are encouraged to participate and be afforded the opportunity for input throughout the preparation and enactment process. The provisions of this chapter apply to the formal adoption process of the comprehensive plan, amendments to the comprehensive plan, preparation or amendment of the LDC, including regulation of land subdivision, open space provisions, stormwater management, floodplain development, environmentally sensitive areas, signage, parking, innovative land development regulations, consideration of the Evaluation and Appraisal Report (EAR), and any other matters deemed appropriate by the Board of County Commissioners (BCC).

### **Section 4.03 Public participation and affected parties.**

For the purposes of this chapter the terms, "citizen participation" and "public participation" are synonymous and apply to affected persons, substantially affected persons and aggrieved or adversely affected parties, as defined in current state statute.

### **Section 4.04 Public notice.**

(1) So as to notify property owners, interested citizens and affected parties, Escambia County will advertise in a newspaper of general circulation within the County that a public hearing will be held to consider any of the matters described in section 4.02 above. The advertisement will include an identification of who is holding the hearing, as well as the date, time, place and general subject of the hearing and the location where copies of the proposed matter may be reviewed. The advertisement will encourage the public to provide written and/or verbal comments on the matters under consideration.

(2) All public hearings shall be held at approximately the time specified in the advertisement and shall be conducted Monday through Thursday.

(3) Escambia County will conform to the applicable notice requirements for adoption or amendment of the comprehensive plan or land development code as prescribed in Sections 125.66, 163.3184, and 163.3187, Florida Statutes.

**Section 4.05 Workshops.**

(1) Whenever possible, workshops shall be advertised to notify the public and interested parties that a workshop meeting is scheduled to discuss the subjects of the scheduled workshop. However, workshops may be held without advertising, provided a public announcement is made at a public meeting of the BCC or LPA and a notice of the workshop is posted in the County courthouse and other public places as appropriate.

(2) Workshops may be held at any time deemed appropriate to facilitate the timely exchange of information regarding the subject of the workshop.

(3) County staff shall provide to the Local Planning Agency (LPA) the total number of citizens that attended the workshop meeting at the next publicly advertised LPA meeting.

**Section 4.06 Notification and status reports.**

Escambia County will periodically provide notification to the media by announcements of public hearings and workshops at the regular public meetings of the BCC regarding the status of matters under consideration by the department or the LPA.

**Section 4.07 Local Planning Agency.**

Prior to BCC approval, adoption and/or enactment of regulations, as appropriate, of any matter listed in section 4.02, the LPA shall hold at least one public hearing in conformance with the notice requirements described herein. The hearing may be continued to an announced time certain upon a majority vote of the members present.

(1) The LPA public hearing shall afford members of the public reasonable opportunity to present their views on any matter under consideration. The chairman may, at his discretion, rule out-of-order public comments he deems repetitious or not germane to the matter under discussion.

(2) The sequence of activities regarding the matters under consideration shall be as follows:

- a. Announcement of the matter for consideration by the chairman;
- b. Presentation of staff reports/comments, if any, whether written or verbal;
- c. Presentation by the applicant or principle proponent of the matter;
- d. Comments from the proponents and opponents of the matter. All

speakers will be required to complete speaker request forms so that an accurate record of participants can be maintained;

- e. Close public input except for direct questions as may be initiated by the members of the LPA; and
- f. LPA discussion, debate and recommendation by majority vote prior to considering the next matter, adjournment, or tabling for a time certain.

(3) The LPA shall transmit its recommendation on each matter decided to the BCC at the public hearing held for each matter by the BCC.

(4) The LPA shall not initiate consideration of agenda items later than 12:00 midnight, unless agreement to do so is obtained by majority vote of the members present. Agenda items not considered due to time will be tabled until a time certain.

#### **Section 4.08 Board of County Commissioners.**

As soon as practical after the LPA makes a recommendation regarding any matter described in section 4.02, the BCC shall hold at least one public hearing to consider the recommendation and pursuant to the notice requirements described herein (reference Section 4.04). The hearing may be continued to an announced time certain upon a majority vote of the commissioners present.

(1) The BCC hearing shall afford members of the public reasonable opportunity to present their views on any matter under consideration. The chairman may, at his/her discretion rule out of order public comments he deems repetitious or not germane to the matter under discussion.

(2) The sequence of activities regarding matters under consideration shall be as follows:

- a. Announcement of the matter for consideration by the chairman;
- b. Presentation of LPA and/or staff reports/comments, if any, whether written or verbal;
- c. Presentation by the applicant or principal proponent of the matter;
- d. Comments from the proponents and opponents of the matter. All speakers will be required to complete speaker request forms so that an accurate record of participants can be maintained;
- e. Close public input except for direct questions as may be initiated by members of the BCC;
- f. BCC discussion, debate and approval, adoption or enactment, as appropriate for the specific matter, by majority vote prior to considering the next matter, adjournment or tabling until a time certain; and
- g. The BCC shall not initiate agenda items later than 11:00 p.m., unless agreement to do so is obtained by majority vote of the members present. Agenda items not considered due to time will be tabled until a time certain.

**Section 4.09 Advisory committees.**

The LPA and/or the BCC may, from time to time, appoint advisory committees to provide information and/or participate in the matters listed in section 4.02. Advisory committees shall be subject to the notice requirements described herein.

## **Chapter 5 General Requirements.**

### **Section 5.01 Format.**

The Comprehensive Plan meets the format requirements of ~~Section~~Chapter 9J-5, Florida Administrative Code. ~~Florida Statutes~~ 163.3177, Florida Statutes.

### **Section 5.02 Combined elements.**

The traffic circulation element, the mass transit element, and the port, aviation and related facilities element have been combined into the Mobility Element to avoid repetition and provide clarity. The requirements of Sections 163.3177 and 163.3178, Florida Statutes and ~~Chapter 9J-5, Florida Administrative Code~~ have been met within ~~these~~ this combined element.

### **Section 5.03 Support documents.**

Support data, analysis and documents are not adopted as part of this ordinance. Support data, analysis and documents will be available for public inspection while the comprehensive plan is being considered for adoption and while it is in effect at the offices of the Escambia County Planning Division and at the office of the County Clerk in the County Courthouse in Pensacola. Support data, analysis, and other documentation are found in the foundation documents.

This ordinance contains references to various chapters, appendices or contents of the foundation documents. The references are included for clarity and ease of review by the reader. The reference is not to be construed as making the foundation document or causing the foundation document contents to be made part of this ordinance or the County's Comprehensive Plan.

### **Section 5.04 Preparation date.**

The preparation of this plan started in 1987 and has continued through December 2010 with public hearings and workshops. This ordinance is being transmitted to the Florida Department of ~~Community Affairs (FDCA)~~ Economic Development Opportunity (FDEO) for compliance review after a final public hearing.

### **Section 5.05 Name of preparer.**

This ordinance was prepared by the Escambia County Planning Board sitting as the Local Planning Agency (LPA) and the Escambia County Staff. Professional and technical assistance and production of this ordinance (plan) and the foundation documents have been provided by MSCW, Inc. Support information in the foundation documents have been taken from the data and analysis used to support the 2007 Evaluation and Appraisal Report (EAR) and supplemented, revised or replaced with information gathered, collected, analyzed or generated by MSCW, Inc. and County staff.

### **Section 5.06 Data and analysis.**

Copies or summaries of foundation and support data, analysis and adopted documents shall be submitted to ~~FDCA~~ FDEO after approval by the BCC.

**Section 5.07 Population projections.**

This ordinance is based upon the Bureau of Economic and Business Research (BEBR), University of Florida, Mid-Range Projections. The population projections are included within the foundation documents supporting this plan. Population projections will be updated annually or the most current projections available.

**Section 5.08 Level of service standards.**

Level of service (LOS) standards are as established in the elements contained within this ordinance for roads, mass transit, wastewater, solid waste, stormwater, potable water, public schools and recreation. The Concurrency Management Element provides a location listing for LOS standards.

**Section 5.09 Planning time frame.**

The time frame for planning used in this ordinance is through the year 2030 with a five year time frame for the capital improvements element starting with the County budget year beginning October 1, 2009.

**Section 5.10 Internal consistency.**

Each chapter (element) is consistent with the other chapters and this ordinance shall be construed in its entirety as the County's comprehensive plan. The Future Land Use Map (FLUM) included and adopted as part of this ordinance reflects goals, objectives and policies contained within this ordinance.

The goals, objectives and policies of this ordinance are based on data contained within the foundation documents. Where data is relevant to several elements, the same data has been used to support said elements.

**Section 5.11 Plan implementation.**

Among other means, this comprehensive plan shall be implemented by the adoption of land development regulations. In addition to the requirements in Section 163.3202, Florida Statutes, the Land Development Code (LDC) shall address regulations of specific items contained in the goals, objectives and policies of this ordinance.

**Section 5.12 Monitoring and evaluation.**

An EAR shall be prepared at the end of each five-year time frame for the purpose of evaluating and appraising the implementation of this comprehensive plan. The EAR shall address items contained in ~~Section Rule 9J-5.005(7), Florida Administrative Code, as amended~~ 163.3191, Florida Statutes. In addition, continuous monitoring shall be maintained by the concurrency management system. The Capital Improvements Element and various portions of this plan shall be reviewed on an annual basis pursuant to OBJ CIE 1.4.

The EAR Steering Committee appointed pursuant to Policy CIE 1.1.1 shall prepare a draft EAR for consideration by the LPA consistent with the time frames established by rule for submission of the EAR. The LPA shall promulgate its report (EAR) to the Board of County Commissioners (BCC) and the report shall address:

- a. Citizen participation in the process;
- b. Updating appropriate base line data;
- c. The extent to which objectives within the plan have been accomplished (or not accomplished) in the first five-year period of the plan;
- d. The expectations for accomplishing the objectives in the second five-year period covered by the plan;
- e. Accomplishments in the first five-year period;
- f. Identification of problems and opportunities for achieving the desired ends as expressed within the goals, objectives and policies of the plan;
- g. Recommendations regarding any new goals, objectives or policies or modifications to existing goals, objectives and policies to correct unanticipated problems;
- h. A detailed analysis of the effectiveness of the continuous monitoring and evaluation of the plan pursuant to the Concurrency Management Element; and
- i. Any other matters deemed relevant or appropriate by the committee, the LPA or the BCC.

**Section 5.13 Procedural requirements.**

This Comprehensive Plan shall be considered, adopted and amended pursuant to the procedural requirements of Sections ~~163.3104~~ 163.3161--163.3215, Florida Statutes. Refer to Chapter 4, Public Participation, for notices and public hearings.

Any applicant requesting an amendment to this ordinance may be responsible for and pay all costs associated with the amendment including required Evaluation and Appraisal Reports.

## **Chapter 6 Concurrency Management.**

The purpose of the Concurrency Management System Element is to ensure that all necessary public facilities and services are available to support new development. The Concurrency Management System Element must establish Levels of Service standards for public services and facilities, and delineate a system for the implementation of concurrency, in a way that is timely, fair, and cost-efficient, pursuant to Rule 9J-5.0055, Florida Administrative Code.

### **GOAL CMS 1 CONCURRENCY MANAGEMENT SYSTEM**

**Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.**

#### **OBJ CMS 1.1 Level of Service Standards**

**Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.**

#### **POLICIES**

**CMS 1.1.1 Oversight.** The Escambia County planning staff shall be responsible for ensuring compliance with the Concurrency Management System and shall report on such compliance to the Local Planning Agency (LPA) and Board of County Commissioners (BCC) on an annual basis, in accordance with the Capital Improvements Element.

**CMS 1.1.2 Primary Tasks.** The County Administrator, or designee, shall be responsible for the five primary tasks described below:

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
- b. Determining concurrency of proposed development that does not require BCC approval;
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and



e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

**CMS 1.1.3 Information and Data.** Escambia County will collect and make available to the public information regarding various public facilities. The information shall be updated on an annual basis consistent with the reports required by the Capital Improvements Element. The information will contain data such as:

- a. design capacity for roadways and roadway types;
- b. existing and adopted LOS for all roadways;
- c. programmed roadway system improvements in the current year by the County and improvements to be made to the roadway system by the private sector;
- d. design capacity of potable water and wastewater facilities and the identification of any deficiencies within such systems;
- e. the existing and adopted LOS standards for water and wastewater systems;
- f. programmed potable water and wastewater facility improvements;
- g. design capacity for solid waste facilities including transfer stations and landfills;
- h. existing and proposed LOS standards for stormwater management systems;
- i. existing and proposed provisions of recreation and open space facilities by the County or the private sector; and
- j. the School Board Educational Facilities Report which contains information detailing existing facilities, their locations, and projected needs. The report also contains the School Board's financially feasible Five-Year District Facilities Work Program.

#### **OBJ CMS 1.2 Coordination and Timing of Concurrency Determination**

**Coordinate establishing LOS standards for the above-named facilities with state, regional or local entities having operational and maintenance responsibility for such facilities, in accordance with Rule 9J-5.015(3)(b)3, Florida Administrative Code.**

#### **POLICIES**

**CMS 1.2.1 Concurrency Determination.** The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for

development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

**CMS 1.2.2 Allocation of Capacity.** Capacity shall be allocated upon issuance of a development order for a preliminary plat, site plan, or Planned Unit Development (PUD); or phased or longer term project; or DRI. The allocation of capacity, however, shall be subject to the following sunset provisions:

- a. Capacity approved and assigned to a preliminary plat and construction plan will remain allocated for a period of two years from the date of issuance of the development order or as extended by the BCC.
- b. Capacity approved and assigned to a site plan shall remain allocated for a period of 18 months from the date of the issuance of the development order or as extended by the BCC.
- c. Capacity approved and assigned to longer term projects or DRI will remain allocated for a period as established in an enforceable development agreement.
- d. Capacity approved and assigned to a development order subject to the condition that the applicant will satisfy all transportation concurrency requirements through a proportionate fair share agreement shall remain allocated for a period of 12 months from the date of the conditional development order. The applicant will be required to adhere to the timeframes detailed in the concurrency management provisions of the LDC or the conditional development order will be considered null and void and the capacity will be revoked. Once the proportionate fair share agreement is approved, the allocation of capacity will be subject to the applicable conditions of items (a) through (c) above.

### **OBJ CMS 1.3 Standards**

**Establish concurrency management system requirements and LOS standards.**

### **POLICIES**

**CMS 1.3.1 Consistency with Comprehensive Plan.** No development activity may be approved unless it is found that the development is consistent with the

Escambia County Comprehensive Plan and that the provision of the facilities enumerated in CMS 1.2.2 will be available at prescribed LOS concurrent with the impact of the development on those facilities.

CMS 1.3.2 **Minimum Requirements.** At a minimum, the Concurrency Management System shall ensure that at least one of the following standards will be met prior to issuance of a development permit or order:

- a. The necessary facilities and services are in place at the time a development permit is issued; or
- 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; or
- c. The necessary facilities are under construction at the time a permit is issued. This provision only relates to parks and recreation facilities and roads; or
- d. The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of the facility or service must commence within one year of the issuance of the development order or permit; or
- 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, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of the LDC. For potable water, wastewater, solid waste, stormwater and public school 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; or
- f. The necessary facilities needed to serve new developments are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or in place or under actual construction no more than three years after the issuance, by the County, of a development order or permit. This provision only relates to roads. The Five-Year FDOT Work Program is attached herein to this ordinance as Exhibit A.
- g. The necessary concurrency standards for public school facilities shall be consistent with Chapter 16, Public School Facilities Element.

**CMS 1.3.3 LOS During Construction.** The provisions of CMS 1.3.2 above notwithstanding, the prescribed LOS for any system or systems may be downgraded during construction of new facilities if, upon completion of the new facilities, the prescribed LOS will be met and maintained.

**CMS 1.3.4 LOS Standards.** The adopted LOS standards in this ordinance are as indicated in the following policies:

<b>LOS</b>	<b>Policy</b>
Roads	MOB 1.1.2
Mass Transit	MOB 2.2.3
Wastewater	INF 1.1.9
Solid Waste	INF 2.1.4
Stormwater Management	INF 3.1.9
Potable Water	INF 4.1.7
Recreation/Open Space	REC 1.3.6
Public Schools	PSF 2.1.2

**CMS 1.3.5 Phased construction.** The construction of any development project may be phased or staged so as to coincide with the phased or staged construction of infrastructure facilities so that the LOS for such facilities are maintained upon completion of each phase or stage of the development project.

**OBJ CMS 1.4 Methods**

**Establish the quantitative methods for determining LOS compliance and maintaining LOS standards.**

**POLICIES**

**CMS 1.4.1 Responsibility.** The LDC shall designate responsibility within the Escambia County government for determining prior to the issuance of a development order or building permit whether LOS standards are met and will be maintained. The LDC may place the burden of demonstrating compliance upon the developer or applicant. To be approved, applications for development approval shall provide sufficient information showing compliance with LOS standards.

**CMS 1.4.2 Quantitative Methods.** The LDC shall include quantitative methods for determining LOS that may be impacted by any particular development application. In addition, the LDC will fully describe the process for a finding of compliance with LOS.

**CMS 1.4.3 Impact Calculation.** The LDC shall include standardized quantitative methods to be used in determining the impact of any proposed development upon the public facilities and services within the County (roads, stormwater, potable water, wastewater, solid waste, recreation and open space, and public schools).

Applications for development approval shall include the projected impact upon public facilities and services upon occupancy or use of the proposed development. Any deviation from the standardized methods within the LDC must have the prior approval of the BCC before such data may be used for determining or projecting impacts of the proposed development.

**CMS 1.4.4 Exemption to concurrency requirement.** For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements of ~~Rule 9J-5.0055(3)(c) 1-4, Florida Administrative Code~~, only if all of the conditions specified in Section 163.3180(6), Florida Statutes, are met.

## **Chapter 7 Future Land Use Element.**

The purpose and intent of the Future Land Use Element is to establish future land patterns that support and encourage compact, mixed-use urban development, support transit, reduce vehicle miles traveled and reduce greenhouse gases. The Future Land Use Element shall also provide a clear separation between urban, suburban and rural areas and provide protection for existing agricultural areas.

### **GOAL FLU 1 FUTURE DEVELOPMENT PATTERN**

**Escambia County shall implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.**

#### **OBJ FLU 1.1 Growth Strategies**

**Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.**

#### **POLICIES**

**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). The 2030 FLUM is attached herein to this ordinance as Exhibit B.

**FLU 1.1.2 Land Development Code.** Escambia County shall adopt and maintain within a Land Development Code (LDC) those specific and detailed provisions necessary and desirable to implement goals, objectives, and policies of the Comprehensive Plan. The provisions shall include regulations for use of land and water, subdivision of land, flood-prone areas, on-site vehicular use, stormwater drainage, signage, and concurrency of infrastructure and services. LDC regulations shall also provide for open space, compatibility of adjacent uses, correction of nonconforming uses and structures, and protection of potable water sources, environmentally sensitive lands, and other natural resources. Additionally, the LDC shall document the administrative processes necessary to implement its regulations, including development approval and permitting, rezoning, appeal of administrative decisions, variances or exceptions to

standards, and public notification of those processes. Other policies within the Comprehensive Plan may prescribe more specific LDC content.

FLU 1.1.3 **Principles and Methodologies.** Escambia County shall ensure that all future development is consistent with accepted planning principles and professionally accepted methodologies.

FLU 1.1.4 **Zoning Districts.** Escambia County shall, through LDC provisions, utilize various zoning districts to implement land use, density, intensity, and other development standards consistent with accepted planning principles and the designated future land use categories of the Comprehensive Plan and FLUM. Within a given future land use category there shall be one or more implementing zoning districts, and development standards for each parcel shall be those of the applicable zoning district. Additionally, the County shall adopt and maintain parcel-based zoning district maps, and the LDC shall contain provisions for map amendments (rezoning), including the minimum criteria necessary for approval of an amendment.

FLU 1.1.5 **Density Clustering:** The LDC shall include provisions for density clustering outside of the site areas intended for preservation and within the site areas intended for development.

FLU 1.1.6 **Subdivision Regulations.** Escambia County shall, through LDC provisions, apply uniform subdivision regulations, including requirements to provide paved roads and stormwater management.

FLU 1.1.7 **Performance-oriented Controls.** The LDC shall include performance oriented land development controls. These are intended to protect and preserve important natural resources; provide incentives for design improvements to existing subdivisions and neighborhoods and encourage better design for newly proposed subdivisions or neighborhoods; provide incentives for minimizing adverse impacts on adjacent lands or uses; and encourage a mix of housing types.

FLU 1.1.8 **Planned Unit Development.** Escambia County shall, through LDC provisions, promote and encourage the use of the Planned Unit Development (PUD) process that will allow expansion of uses, increased site specific densities, clustering, or other incentives to achieve innovative land use design superior to that produced by the strict application of standard development regulations. Generally, the PUD process shall be limited to a development that is planned, developed, and considered as a single project. The LDC shall establish minimum PUD design criteria, including minimum site area and open space.

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

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

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

**FLU 1.1.11 Public Schools.** Escambia County shall coordinate with the Escambia County School Board to plan the siting and development of public schools, consistent with the Intergovernmental Coordination and Public Schools Facilities Elements. Schools shall be collocated with parks or other civic uses such as public libraries where possible, to promote joint use of facilities and encourage compact land use patterns. Schools shall be located in close proximity to residential areas and accessible by various modes of transportation.

**FLU 1.1.12 Family Conveyance Exception.** Escambia County shall, through LDC provisions, continue to allow property owners to convey parcels of property to a grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild for use solely as a homestead by that individual without regard to maximum residential densities established in the applicable zoning districts. However, the LDC may impose other limitations. The family conveyance provision shall apply only once to any individual.

**FLU 1.1.13 Administrative Appeal Procedure.** Consolidation of future land use categories and zoning districts on the 2030 FLUM and associated Zoning Map is intended to simplify administration while respecting private property rights. Any property owner contending that a parcel of land had greater development rights under the future land use and zoning in place prior to the adoption of the 2030 FLUM and associated Zoning Map may submit a written request to the County for a determination under the vested rights provisions of the LDC.

## **OBJ FLU 1.2 Historic Resources**

**Protect and preserve Escambia County's historical resources.**

### **POLICIES**

**FLU 1.2.1 State Assistance.** Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance



received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

**FLU 1.2.2 LDC Provisions.** Escambia County shall include provisions in the LDC that require identification and preservation of significant archeological and/or historic sites or structures within the County. The provisions will include protection for all sites listed on the Florida Master Site File and will be developed in cooperation with the Department of State, Division of Historical Resources. The provisions also will include requirements that provide for the cessation of land disturbing activities any time artifacts with potential historical significance are revealed during construction activities on any site with potential historical significance. The purpose of the cessation is to allow time to determine the significance of any artifact or historical evidence found on the site. Normally, determinations will be made by those approved to make such determinations by the Division of Historical Resources.

**FLU 1.2.3 Density Clustering.** Escambia County shall include density clustering provisions in the LDC to protect significant historical or archaeological sites. The density clustering provisions will allow for historical or archaeological areas within a larger site to remain intact and an appropriate proportion of the density that may otherwise have been permitted within those areas to be clustered on a non-sensitive portion of the site.

**OBJ FLU 1.3 Future Land Use Map Designations**

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

**POLICIES**

**FLU 1.3.1 Future Land Use Categories.** General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1.

<b>FLUM Designation</b>	<b>General Descriptions</b>	<b>Range of Allowable Uses</b>	<b>Standards</b>
Agriculture (AG)	Intended for routine agricultural and silvicultural related activities and very low density residential	<ul style="list-style-type: none"> <li>• Agriculture</li> <li>• Silviculture</li> <li>• Residential</li> <li>• Recreational</li> </ul>	<b>Residential</b> Minimum Density: None  Maximum Density: 1

	uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.	<ul style="list-style-type: none"> <li>• Public and Civic</li> <li>• Limited Ancillary or Supportive Commercial</li> </ul>	du/20 acres  <b>Non-Residential</b> Minimum Intensity: None  Maximum Intensity: 0.25 Floor Area Ratio (FAR)
Rural Community (RC)	Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.	<ul style="list-style-type: none"> <li>• Agriculture</li> <li>• Silviculture</li> <li>• Residential</li> <li>• Recreational Facilities</li> <li>• Public and Civic</li> <li>• Compact, traditional neighborhood supportive commercial</li> </ul>	<b>Residential</b> Minimum Density: None  Maximum Density: 2 du/acre  <b>Non-Residential</b> Minimum Intensity: None  Maximum Intensity: 0.25 Floor Area Ratio (FAR)
Mixed-Use Suburban (MU-S)	Intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses.	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Retail and Services</li> <li>• Professional Office</li> <li>• Recreational Facilities</li> <li>• Public and Civic</li> </ul>	<b>Residential</b> Minimum Density: 2 du/acre  Maximum Density: 10 du/acre  <b>Non-Residential</b> Minimum Intensity: None  Maximum Intensity: 1.0 Floor Area Ratio (FAR)  Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

			<p>a) Residential – 8% to 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>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 Urban (MU-U)	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.	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Retail and Services</li> <li>• Professional Office</li> <li>• Light Industrial</li> <li>• Recreational Facilities</li> <li>• Public and Civic</li> </ul>	<p><b>Residential</b> Minimum Density: 3.5 du/acre</p> <p>Maximum Density: 25 du/acre</p> <p><b>Non-Residential</b> Minimum Intensity: 0.25 Floor Area Ratio (FAR)</p> <p>Maximum Intensity: 2.0 Floor Area Ratio (FAR)</p> <p>Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways</p>

			<p>or transit corridors by 2030:</p> <p>a) Residential – 8% to 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>
<p>Mixed-Use Perdido Key (MU-PK)</p>	<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</p>	<p><b>Residential</b></p> <p>Minimum Density: None</p> <p>Maximum Density: <del>5</del> <u>25</u> 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>commercial uses allowed will be strictly controlled pursuant to the Perdido Key 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><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: 1.1 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>
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	The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is	Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation.

	<p>encourage innovative land development types and arrangements.</p> <p>Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units.</p>	<p>included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida.</p> <p>Other allowable uses include public utilities and facilities, religious and educational facilities and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or commercial development of a specified parcel within this category. Further, provisions within the Land Utilization Plan provide that environmental studies be completed prior to approving any development or use of the specified parcel.</p>	<p>Also, densities may be increased, decreased or transferred on any particular parcel to provide protection to important natural resources, accommodate the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community.</p> <p>Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.</p>
Commercial (C)	Intended for professional office, retail, wholesale, service and general business trade. Residential development may be	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Retail and Services</li> <li>• Professional Office</li> <li>• Light Industrial</li> <li>• Recreational Facilities</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: 25 du/acre</p>

	permitted only if secondary to a primary commercial development.	<ul style="list-style-type: none"> <li>Public and Civic</li> </ul>	<p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>
Industrial (I)	Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.	<ul style="list-style-type: none"> <li>Light to Intensive Industrial</li> <li>Ancillary Retail and Office</li> <li>No new residential development is allowed</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: None</p> <p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>
Conservation (CON)	Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.	<ul style="list-style-type: none"> <li>Passive parks and trails</li> <li>Preservation lands</li> <li>Educational uses that use natural amenities for public benefit</li> <li>No new residential development is allowed</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: None</p> <p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: None</p>
Recreation (REC)	Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.	<ul style="list-style-type: none"> <li>Active and passive recreation activities and amenities</li> <li>Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields</li> <li>Meeting halls and the like</li> <li>No new residential development is allowed</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: None</p> <p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: 0.5 Floor Area Ration (FAR)</p>

Public (P)	Provides for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies.	<ul style="list-style-type: none"> <li>• Public Parks</li> <li>• Local, Regional, State or Federal Facilities</li> <li>• Public structures or lands</li> <li>• Quasi-public Facilities providing public services</li> </ul>	<p><b>Residential</b> Minimum Density: None</p> <p>Maximum Density: None</p> <p><b>Non-Residential</b> Minimum Intensity: None</p> <p>Maximum Intensity: None</p>
------------	---	---	---

**OBJ FLU 1.4 Protect Existing Communities**

**Escambia County shall protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.**

**POLICIES**

FLU 1.4.1 **Nonconformity.** Escambia County shall prohibit expansion of nonconforming land uses or structures within the County. The LDC shall restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

FLU 1.4.2 **Code Enforcement.** Escambia County shall conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations; this process shall continue to use a hearing examiner (code enforcement special magistrate) when appropriate.

**OBJ FLU 1.5 Sustainable and Energy Efficient Development**

**Escambia County shall promote sustainable and energy efficient development by encouraging compact, mixed- and multi-use land use patterns.**

**POLICIES**

FLU 1.5.1 **Reduction of Green House Gases and Single Occupant Vehicle Trips.** The County will direct growth toward lands designated for higher intensity, mixed use development, especially the Mid-West Sector Plan Overlay area and major transportation corridors in the Mixed Use Urban Future Land Use category, to encourage compact, mixed or multiple use developments that are walkable and can be served by public transportation, thereby establishing opportunities for



reduced reliance on single occupant vehicle trips and reduction in automobile generated greenhouse gas emissions.

**FLU 1.5.2 Use of Planned Unit Development.** Escambia County shall support the use of the Planned Unit Development process to create developments that incorporate sustainable development practices, including:

- a. A variety of nonresidential uses in close proximity to residential uses;
- b. A variety of uses mixed as compact vertical or horizontal development;
- c. Active first floor retail and service uses in multi story buildings;
- d. Convenient access to typical daily needs;
- e. A system of streets that are attractive and safe for pedestrians and bicycle use;
- f. Walking/bicycling trails and wide pedestrian sidewalks as referenced in Chapter 8, Mobility Element and the Safe Routes to Schools Program;
- g. Greenspaces, such as pocket parks, trails, greenbelts and natural areas; and
- h. Travel mode choice, including walking, bicycling, bus/transit and automobile.

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

**FLU 1.5.4 Compact Development and Maximum Densities and Intensities.** To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.

## **GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES**

**Escambia County shall promote urban strategies for compact development, efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies shall include infill development, mixed-use development and coordinated land use and transportation planning.**

### **OBJ FLU 2.1 Urban Development**

**Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.**

## **POLICIES**

FLU 2.1.1 **Infrastructure Capacities.** Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FLU 2.1.2 **Compact Development.** To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

FLU 2.1.3 **CHHA Density.** Consistent with the goals, objectives and policies of the Coastal Management Element, Escambia County will not support rezonings and FLUM amendments to categories allowing higher densities within the Coastal High Hazard Area (CHHA).

FLU 2.1.4 **Residential Density and Non-residential Intensity Bonuses.** Through specific LDC criteria that implement the urban development objective, mixed use projects may be allowed to be developed above the maximum residential density and non-residential intensity permitted in the zoning district but not to exceed the FLU limits.

## **OBJ FLU 2.2 Provision of Public Services**

**Promote orderly and balanced growth and development as a fiscal management technique to provide cost-efficient public services and facilities.**

## **POLICIES**

FLU 2.2.1 **Location.** Public facilities and services shall be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment and levels of efficiency shall be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the Emerald Coast Utilities Authority, other water and/or sewer providers and state or federal agencies with

facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

**FLU 2.2.2 Land Acquisition.** Escambia County shall include land acquisition within its Capital Improvements Element and its Capital Improvements Program (CIP) when necessary to provide for public lands for County owned facilities.

**FLU 2.2.3 Right-of-way Dedication.** Escambia County shall continue to require dedication of adequate rights-of-way as approved by the County.

**FLU 2.2.4 Existing Facilities.** Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

#### **OBJ FLU 2.3 Infill Development**

**Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.**

#### **POLICIES**

**FLU 2.3.1 Area Designation.** The Englewood and Brownsville Redevelopment Areas, as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Section 163.2514(2), Florida Statutes. The County shall pursue similar designation for the remaining adopted redevelopment areas.

**FLU 2.3.2 Community Redevelopment Areas.** Escambia County shall use its fiscal resources to encourage infill residential, commercial and public development, particularly in the Community Redevelopment Areas.

#### **OBJ FLU 2.4 Community Redevelopment**

**The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the 1995 Community Redevelopment Strategy, as may be updated from time to time.**

#### **POLICIES**

**FLU 2.4.1 Strategy.** The CRA and other County agencies shall implement the recommendations of the 1995 Community Redevelopment Strategy through the

Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans, as may be updated from time to time.

FLU 2.4.2 **Block Grants.** Escambia County shall direct its Community Development Block Grant (CDBG) efforts primarily to the Community Redevelopment Areas, but in any case, the program requirements promulgated by the U.S. Department of Housing and Urban Development (HUD) shall be met.

FLU 2.4.3 **Unsafe Conditions.** Escambia County shall utilize and administer its provisions for removal or repair of structures that are unsafe or constitute a health hazard. Also, the County will continue to target CDBG funds primarily for improvement to areas or structures where unsafe or substandard conditions exist.

FLU 2.4.4 **Needs Identification.** Escambia County shall identify neighborhoods showing initial signs of distress and evaluate the need for revitalization and enhancement, which is anticipated to be complete by December 2011. Distressed neighborhoods may be scheduled for targeted code enforcement and for supplemental public infrastructure and park improvements through the CIP.

### **GOAL FLU 3 RURAL STRATEGIES**

**Escambia County shall promote rural strategies, including protecting agriculture, silviculture and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities.**

#### **OBJ FLU 3.1 Rural Development**

**All new development within rural areas, including commercial development, that is compatible with the protection and preservation of rural areas, shall be directed to existing rural communities.**

#### **POLICIES**

FLU 3.1.1 **Infrastructure Expenditures.** Escambia County shall limit the expenditure of public funds for infrastructure improvements or extensions that would increase the capacity of those facilities beyond that necessary to support the densities and intensities of use established by this plan unless such expenditures are necessary to implement other policies of this plan.

FLU 3.1.2 **Water Facility Extensions.** Escambia County shall coordinate with potable water providers on any extensions of potable water facilities in rural area.

FLU 3.1.3 **FLUM Amendments.** During consideration of FLUM amendments, Escambia County shall consider the impacts of increased residential densities to

the agriculture and silviculture industries and public facility maintenance and operation expenditures (i.e. roads, water, sewer, schools,) needed to serve the proposed development.

FLU 3.1.4 **Rezoning.** Escambia County shall protect agriculture and the rural lifestyle of northern Escambia County by permitting rezonings to districts allowing higher residential densities in the Rural Community (RC) future land use category.

FLU 3.1.5 **New Rural Communities.** To protect silviculture, agriculture and agriculture-related activities Escambia County shall not support the establishment of new rural communities.

FLU 3.1.6 **Residential Clustering.** Clustering of residential units in the Agriculture (AG) and Rural Community (RC) future land use categories shall only be permitted for subdivisions of 10 or more dwelling units, with preservation of at least 80 percent of the project site in a perpetual conservation easement as contemplated in, Section 704.06, F.S., and in conjunction with a PUD to ensure the project is compatible with surrounding properties and protects the rights of adjacent property owners. The minimum lot size shall be ¼ acre and the maximum residential density permitted in the future land use category shall not be exceeded.

FLU 3.1.7 **Farm Worker Housing.** Group quarters, temporary housing, and other residential structures for the use of permanent and/or temporary farm workers may be permitted in areas of agricultural activity. Although, in no case shall such uses exceed the maximum intensity specified in the applicable future land use category or densities exceed 8 dwelling units per gross acre. This provision is intended to preserve and promote agricultural uses by making it possible for farm workers to both work and reside on or near property devoted to agricultural uses.

FLU 3.1.8 **Conservation Subdivisions.** Escambia County shall, by December 2012, review the appropriateness of allowing conservation subdivisions in the future land use categories.

#### **GOAL FLU 4 MILITARY INSTALLATIONS**

**Escambia County shall support the missions of local military installations.**

##### **OBJ FLU 4.1 Compatibility and Encroachment.**

**Recognize the economic and historical significance of retaining local military installations and address compatibility and encroachment issues through implementation of the recommendations of the 2003 Joint Land Use Study (JLUS).**

## POLICIES

FLU 4.1.1 **Planning Objective.** Escambia County shall consider the protection of public health, safety and welfare as a principal objective of land use planning around military airfields.

FLU 4.1.2 **Airfield Influence Planning Districts.** Escambia County shall provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners, and protecting the health, safety and welfare of citizens living in close proximity to military airfields. The overlay districts shall require density and land use limitations, aviation easements, building sound attenuation, real estate disclosures, and Navy (including other military branches where appropriate) review of proposed development based on proximity to Clear Zones, Accident Potential Zones (APZs), aircraft noise contours, and other characteristics of the respective airfields. The districts and the recommended conditions for each are as follows:

*A. Airfield Influence Planning District--1 (AIPD-1):* Includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield.

1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
3. Required dedication of aviation easements to the county for subdivision approval and building permit issuance; and
4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
5. Required disclosure for real estate transfers.

*B. Airfield Influence Planning District--2 (AIPD-2):* Includes land that is outside of the AIPD -1 but close enough to the airfield that it may affect, or be affected by, airfield operations.

1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
2. Required dedication of aviation easements to the county for subdivision approval and building permit issuance; and
3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and

4. Required disclosure for real estate transfers; and
5. No County support of property rezonings that result in increased residential densities in excess of JLUS recommendations.

The three installations in Escambia County - Naval Air Station Pensacola (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently. Therefore, the size and designations of the AIPD Overlays vary according to the mission of that particular installation. The Escambia County Land Development Code details and implements the recommendations. The AIPD Overlays Map is attached herein to this ordinance as Exhibit C.

**FLU 4.1.3 Infrastructure Impacts.** Escambia County shall review, in coordination with other agencies or organizations that provide necessary infrastructure (i.e. streets and utilities), the possible growth-inducing impacts of service extensions into AIPD's.

**FLU 4.1.4 Information Access.** Escambia County shall continue to maintain an interactive page on its website as a tool for all users to access information concerning airfield influence planning districts, noise zones and accident potential zones. The County is committed to continuous improvement and expansion of the website, with links to other information sources as needed.

**FLU 4.1.5 Land Acquisition.** Escambia County shall seek dedicated sources of funds for acquiring the development rights or outright purchase of select lands for public purpose. The land acquisition program shall be designed to serve multiple, complementary goals, including the elimination of possible development from lands near airfields, the protection of the environment, the maintenance of agricultural uses, and the conservation of quality open spaces.

**FLU 4.1.6 Supporting Infrastructure.** Section 288.980(4), Florida Statutes, creates the "Defense Infrastructure Grant Program" to support local infrastructure projects deemed to have a positive impact on the military value of installations within the state. Escambia County shall support and proceed with infrastructure projects that would have a positive impact on local military installations, pursuing all assistance available.

**FLU 4.1.7 Military Representation.** Pursuant to Section 163.3175, Florida Statutes, a representative of the military installations located within Escambia County shall be placed on the Planning Board as an ex officio, nonvoting member. The selection of the representative will initially be by a Memorandum of Agreement between the Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field. The Interlocal Agreement with the Navy details the procedures and responsibilities of both parties.

**FLU 4.1.8 JLUS Implementation.** The Local Planning Agency, the Planning Board, shall function as the JLUS Implementation Oversight Committee to guide the implementation of technically sound, community-based, collaborative planning. The duties of the JLUS Implementation Oversight Committee shall include, at a minimum, annual meetings, with others scheduled as necessary, to:

- a. Monitor the timely completion of the implementation of the JLUS recommendations; and
- b. Make policy decisions and recommendations concerning the JLUS implementation to the BCC; and
- c. Monitor the effectiveness of the implemented recommendations in controlling encroachment; and
- d. If necessary in the future, recommend additional measures to ensure compatible development in the AIPD's.

#### **GOAL FLU 5 MID-WEST ESCAMBIA COUNTY OPTIONAL SECTOR PLAN**

**Escambia County shall utilize the Optional Sector Plan process to encourage cohesive and sustainable development patterns within central Escambia County, emphasizing urban form and the protection of regional resources and facilities.**

#### **OBJ FLU 5.1 Conceptual Long-term Build-out Overlay**

**Adopt a conceptual long-term buildout overlay for the Mid-West Optional Sector Plan area as authorized by the Florida Department of Community Affairs.**

#### **POLICIES**

FLU 5.1.1 The Long-Range Conceptual Framework Map, attached and incorporated in this Ordinance as Exhibit D, identifies the location, type and extent of land uses, regionally significant public facilities, and regionally significant natural resources. This area shall be depicted on the Future Land Use Map as the Optional Sector Plan (OSP) and be evaluated in future statutorily required evaluation & appraisal reports.

FLU 5.1.2 Development within the OSP area shall support and further the following general principles:

##### **Economic Development**

- a. Promote economic development and job creation
- b. Promote the fiscally efficient use of land and infrastructure
- c. Provide adequate retail and service opportunities to meet the needs of the surrounding community



#### Transportation

- a. Create a highly interconnected, multi-modal transportation system that efficiently links housing to employment and retail opportunities
- b. Develop a hierarchy of transportation corridors that would increase mobility and accessibility within the OSP while respecting existing residential development
- c. Create an interconnected and accessible pedestrian and bicycle network
- d. Reduce vehicle trips (VT) and vehicle miles traveled (VMT) through the use of compact, mixed-use and transit-oriented development patterns

#### Environment

- a. Establish a “green infrastructure” network of interconnected recreation areas and open space
- b. Identify, protect and when impacted by development restore key ecosystems
- c. Identify, protect and when impacted by development restore wildlife habitat and corridors
- d. Reduce greenhouse gas (GHG) emissions

#### Community Design

- a. Create a hierarchy of place
- b. Promote compact neighborhood design
- c. Create neighborhoods that would provide a broad range of housing options varying in size, style, cost and type of ownership
- d. Provide neighborhood schools and parks within close proximity to housing consistent with Chapter 16, Public Schools Facilities Element.
- e. Construct resource-efficient homes and businesses

FLU 5.1.3 The total maximum development scenario of the Mid-West Escambia County Optional Sector Plan shall be limited to 12,175,000 sq. ft. of non-residential development and 23,000 residential dwelling units. Any future amendments to this total shall result in a balanced jobs-to-housing ratio.

#### **OBJ FLU 5.2 Economic Development**

**Adopt development guidelines that implement the economic development principles of the Optional Sector Plan area.**

#### **POLICIES**

FLU 5.2.1 The OSP shall contain two Regional Employment Districts. The Northern Regional Employment District is intended to recognize and build upon the County’s pre-existing investment in the Central Commerce Park. The

Southern Regional Employment District is intended to create an immediate opportunity for significant economic development and job creation proximate to Interstate 10 and existing population centers.

The location of these districts shall be generally consistent with the conceptual long-term buildout overlay. The intent of these districts is to support economic development and improve the jobs-to-housing balance in central Escambia County. These districts are intended to contain predominantly industrial, distribution and office uses. Development within the Regional Employment Districts shall be consistent with the following standards:

**Northern Regional Employment District**

<i>Development Standards</i>	
Maximum Size	400 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	2,500,000 sq. ft.

*\*Net acres are to be defined as gross acreage less waterbodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%
Recreation/Public	5%	No Maximum

*\*Percentages apply to the Northern Regional Employment District as a whole and not by individual parcel.*

**Southern Regional Employment District**

<i>Development Standards</i>	
Maximum Size	1,600 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	8,000,000 sq. ft.

*\*Net acres are to be defined as gross acreage less waterbodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%
Recreation/Public	5%	No Maximum

*\*Percentages apply to the Southern Regional Employment District as a whole and not by individual parcel.*

FLU 5.2.2 In order to minimize public expenditures and maximize the efficient use of public infrastructure and services such as utilities and roads, development within the OSP shall be in the form of clustered, compact neighborhoods and centers.

### **OBJ FLU 5.3 Transportation**

**Adopt development guidelines that implement the transportation principles of the Optional Sector Plan area.**

#### **POLICIES**

FLU 5.3.1 Transportation infrastructure within the OSP shall be designed as a network of hierarchical local, collector and arterial roadways that form a curvilinear grid pattern that respects the natural environment while providing a high degree of interconnectivity.

FLU 5.3.2 Local and collector streets, sidewalks, bike lanes and multi-use paths shall contribute to a system of fully-connected and attractive routes from individual neighborhoods to neighborhood, village, town and employment centers. Their design should encourage pedestrian and bicycle use by being spatially defined by buildings, trees, and lighting; and by discouraging high speed vehicular traffic.

FLU 5.3.3 Neighborhood, Village and Town Centers shall be transit-oriented and designed to accommodate current and future transit systems.

FLU 5.3.4 Land uses adopted within the OSP shall result in an appropriate job to housing balance that reduces overall vehicle miles traveled (VMT) locating residential uses within close proximity to jobs.

### **OBJ FLU 5.4 Environment**

**Adopt development guidelines that implement the environmental principles of the Optional Sector Plan area.**

#### **POLICIES**

FLU 5.4.1 "Green infrastructure" shall be defined as an interconnected network of preservation areas, open space, parks, greenbelts and other natural areas that support the function of natural systems, allow the natural management of stormwater, support wildlife migration patterns, and promote community access to recreational areas. Throughout the OSP these areas shall be constructed, restored and maintained to the greatest extent possible.

FLU 5.4.2 Wherever possible, the natural terrain, drainage and vegetation of the area shall be preserved.

FLU 5.4.3 Environmentally sensitive areas shall be preserved in a way that will maintain their integrity as wildlife habitat consistent with the definition in Chapter 3, Definitions. The County shall require mandatory clustering on the upland areas of properties that are impacted by environmentally sensitive areas; however, for those properties that lack an adequate amount of uplands, limited development in the OSP would be permitted if a taking would result.

FLU 5.4.4 Key wildlife corridors shall be identified and protected from the impacts of development.

FLU 5.4.5 Measures shall be implemented to reduce greenhouse gas (GHG) emissions consistent with the intent of Chapter 2008-191, Laws of Florida. The implementation of this policy shall include but not be limited to the following measures:

- a. Reduction of vehicle miles traveled (VMT) by encouraging the design of compact, walkable, mixed-use, transit-oriented neighborhoods.
- b. Creation of a highly interconnected, multi-modal transportation that incorporates facilities for current and future transit systems.
- c. Promotion of alternative (non-fossil fuel) energy sources.

## **OBJ FLU 5.5 Community Design**

**Adopt development guidelines that implement the community design principles of the Optional Sector Plan area.**

### **POLICIES**

FLU 5.5.1 The OSP shall contain mixed-use town, village and neighborhood centers. The location of these centers shall be generally consistent with the conceptual long-term build-out overlay. The intent of these centers is to provide recreation, retail, service, and employment opportunities within close proximity to residential neighborhoods. These centers and the surrounding neighborhoods shall be linked by interconnected, multi-modal transportation corridors containing pedestrian, bicycle, public transit and auto facilities, thereby encouraging alternative forms of travel and reducing both Vehicle Trips (VT) and Vehicle Miles Traveled (VMT). Prior to site development a conceptual plan will be provided to the county to demonstrate these standards set forth below.

#### **A. Town Center**

The Town Center is intended to be the retail center of the OSP and capture a market area approximately 5 to 15 miles in size. The design of the Town Center is intended to be compact, mixed-use and similar in

nature to traditional downtown cores. The Town Center shall be designed to accommodate approximately 500,000 to 1,000,000 sq. ft. of non-residential uses predominantly comprised of retail and office space. The Town Center shall contain significant residential opportunities. Residential uses shall be limited to multi-family units which may be located above ground floor office or retail uses. In addition, higher density single-family development may occur within ½ mile of the Town Center. Development within the Town Center shall be consistent with the following standards:

<i>Development Standards</i>	
Maximum Size	500 net acres*
Maximum FAR	1.0
Maximum Gross Floor Area	1,200,000 sq. ft.
Minimum Residential Density	10.0 du. ac.

*\*Net acres are to be defined as gross acreage less waterbodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	30%	50%
Office	20%	40%
Commercial	20%	40%
Industrial	Not Permitted	
Recreation/Public	15%	No Maximum

*\*Percentages shall be applied to the Town Center as a whole and not by individual parcel.*

**B. Village Centers**

Village Centers are intended to be sub-area retail centers and capture a market area approximately ½ to 2 miles in size. The design of Village Centers shall be compact, mixed-use and similar in nature to traditional, small town main streets. Village Centers shall be designed to accommodate approximately 40,000 to 200,000 sq. ft. of non-residential uses predominantly comprised of retail and office space. In addition, Village Centers may contain centralized park and recreation, community and educational facilities. Development within the Village Centers shall be consistent with the following standards:

<i>Development Standards</i>	
Maximum Size	40 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	200,000 sq. ft.
Minimum Residential Density	7.0 du. ac.

*\*Net acres are to be defined as gross acreage less waterbodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	20%	40%
Office	10%	25%
Commercial	15%	30%
Industrial	Not Permitted	
Recreation/Public	10%	No Maximum

*\*Percentages shall be applied to each Village Center as a whole and not by individual parcel.*

*\*\*Residential uses shall be limited to multi-family and may be located above ground floor office or commercial.*

**C. Neighborhood Centers**

Neighborhood Centers are intended to provide small, neighborhood serving retail and service opportunities with a market area approximately ¼ to 1 mile in size. The design of Neighborhood Centers shall be compact and pedestrian oriented. Neighborhood Centers shall be designed to accommodate approximately 1,000 to 15,000 sq. ft. of non-residential uses. In addition, Neighborhood Centers may contain centralized park and recreation, community and educational facilities. Neighborhood Centers shall be generally located as indicated on the Optional Sector Plan long-range conceptual framework map. Additional neighborhood centers may be considered where market data and analysis demonstrate the trade area will support an additional center. Development within the Neighborhood Centers shall be consistent with the following standards:

<i>Development Standards</i>	
Maximum Size	5 net acres*
Maximum FAR	.25
Maximum Gross Floor Area	15,000 sq. ft.
Minimum Residential Density	5.0 du. ac.

*\*Net acres are to be defined as gross acreage less waterbodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	-	-
Office	0%	20%
Commercial	0%	35%
Industrial	Not Permitted	
Recreation/Public	20%	No Maximum

*\*Percentages shall be applied to each Neighborhood Center as a whole and not by individual parcel. \*\*Residential uses shall be limited to multi-family and must be located above ground floor office or commercial.*

FLU 5.5.2 The OSP shall contain a mixture of residential neighborhoods that vary in regards to dwelling unit type and density. The location of these neighborhoods shall be generally consistent with the conceptual long-term build-out overlay. The intent of these neighborhoods is to provide a variety of housing options and within close proximity to schools and parks as well as retail, service, and employment opportunities. The location and design of new neighborhoods shall be such that they ensure the continued protection of natural resources and existing neighborhoods, promote a strong sense of community, and provide access to nearby recreational opportunities.

**A. Traditional/Urban Neighborhoods**

Traditional/Urban Neighborhoods are intended to be high density, compact communities adjacent to centralized retail and service opportunities. Traditional Urban Neighborhoods shall be designed in a manner that creates a strong sense of place through the layout of the streets, arrangements of open space, appearance of streetscapes and linkage of neighborhoods to supporting services. To allow the efficient use of land and infrastructure, increase walkability and support existing and future transit systems, Traditional/Urban Neighborhoods shall be located within ½ mile of Town, Village or Neighborhood centers and contain a variety of housing types ranging on average from 5 to 25 dwelling units per gross acre. Individual sites may have density greater than 25 units per gross acre provided the average density stays within the 5 to 25 dwelling units range.

**B. New Suburban Neighborhoods**

Residential development greater than ½ mile from Town, Village or Neighborhood centers shall be in the form of New Suburban Neighborhoods. These neighborhoods are intended to be medium density communities comprised of a highly interconnected transportation system including pedestrian, bicycle, and automobile networks. A variety of housing types ranging from 3 to 10 dwelling units per gross acre shall be permitted.

**C. Conservation Neighborhoods**

Residential neighborhoods greater than 1/2 mile from Town, Village or Neighborhood centers with a density less than 2.5 dwelling units per gross acre shall only be permitted as Conservation Neighborhoods. Conservation Neighborhoods are intended to replace typical suburban neighborhoods with a more efficient and environmentally protective development pattern. Conservation Neighborhoods shall be low density, clustered communities with a distinct “edge” consisting of interconnected open space. This open space shall serve to protect and preserve areas of significant natural resources and wildlife habitat while offering passive recreational opportunities to residents. Conservation Neighborhoods shall

be required to preserve a minimum of 50% open space. Open space shall be preserved in perpetuity through a conservation easement.

FLU 5.5.3 Escambia County recognizes the number of pre-existing neighborhoods within the OSP. These neighborhoods range from loosely associated subdivisions of land to historical communities with a strong sense of place. Through the Detailed Specific Area Plan (DSAP) process, residents of existing neighborhoods will be asked to provide input regarding new development within the OSP. In addition, existing neighborhoods will be provided the opportunity to either redevelop or more strongly establish their existence through the use of organizing elements such as signage and designation of a community park or center.

FLU 5.5.4 To reduce the impacts and costs of transportation and create a neighborhood focal point, the County shall encourage the location of schools, consistent with Chapter 16, Public Schools Facilities Element, within residential neighborhoods or adjacent to centers. Co-location with community parks shall be encouraged.

FLU 5.5.5 Residential and non-residential construction within the OSP shall promote green building principles intended to reduce overall energy and water consumption.

#### **OBJ FLU 5.6 Specific Area Plans**

**Adopt procedures and guidelines for the development and approval of detailed specific area plans.**

#### **POLICIES**

FLU 5.6.1 Development within the OSP shall be subject to the adoption of Detailed Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000 acres in size and developed in sufficient detail to allow evaluation of the interrelationship of its parts and establish consistency with principles and criteria contained in FLU 5.1.1-FLU 5.5.5. Until and unless a DSAP is approved by the Escambia County Board of County Commissioners and found in compliance by the Florida Department of ~~Community Affairs~~ Economic Opportunity, the property in the OSP shall maintain the underlying future land use category (e.g. Agricultural, Rural Community, Mixed-Use Suburban) and zoning district (e.g. the agricultural, the rural community, the mixed-use low density zonings or the equivalents), except for those projects that are vested.

All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the OSP shall be reviewed on a case-by-case basis for the effect of such development approval on adopted or future DSAPs and in compliance with the general principles established in FLU Policy



5.1.2. At a minimum, development of a DSAP must include the following information:

**I. DSAP Boundary Determination Analysis**

Conduct a preliminary site analysis of the proposed DSAP area to determine appropriate boundaries. This analysis shall include the following:

1. Identification of the extent and location of natural resources.
2. Identification of the environmental opportunities and constraints to development within the area.
3. Identification of the net usable land area.
4. Determination of a maximum development scenario based upon the uses, densities and intensities identified in the Conceptual Long-term Build-out Overlay.
5. A Jobs-to-housing balance assessment consistent with policy FLU 5.3.4 and utilizing a professionally acceptable methodology.
6. Identification of public facilities and services available to the area; available capacity; potential deficiencies; and an approximation of necessary improvements.

If a DSAP contains areas designated as Anticipated Conservation Areas on the Long-Range Conceptual Framework Map, the boundaries of those Anticipated Conservation Areas shall be finalized during the DSAP process and designated as Conservation on the Future Land Use Map as part of the DSAP plan amendment. No development shall be permitted on lands designated Conservation within a DSAP except as specifically provided for in the DSAP. Prior to the commencement of any development within a DSAP, a perpetual conservation easement meeting the requirements of Section 704.06, Florida Statutes, shall be placed over all of the lands designated Conservation within that DSAP and shall be recorded in the public records of Escambia County. The total acreage of lands subject to the conservation easement shall be no less than the total acreage of lands designated Conservation within a DSAP. The conservation easement shall be granted to, and provide for enforcement rights by, the County, the Department of ~~Community Affairs~~ Economic Opportunity, and either the Department of Environmental Protection or a recognized statewide land trust.

The final boundaries for a DSAP must be approved by Escambia County before initiating a conceptual DSAP as described in Section II below.

## II. **Conceptual DSAP**

The intent of the Conceptual DSAP process is to prepare an initial plan for public review and comment. A Conceptual DSAP shall address the following:

1. The location of neighborhoods, centers and regional employment districts generally consistent with the conceptual long-term buildout overlay. For neighborhoods, a computation of density shall be provided along with the permitted uses and proposed lot sizes. For centers, a computation of density and intensity shall be provided, as well as the area and percentage of land use mix consistent with the categories found in FLU 5.5.1. For regional employment districts, a computation of the area, intensity and percentage of land use mix consistent with the categories found in FLU 5.2.1 shall be provided.
2. Circulation routes for pedestrians, bicycles, transit and automobiles, including consideration for connection with the surrounding area. For each facility to be included in the DSAP, design criteria should be included addressing:
  - Roadway cross-sections
  - On street parking (if applicable)
  - Pedestrian, Bicycle and Transit facilities
  - Landscape and streetscape standards
3. Location and size/capacity of major infrastructure components including wastewater, water, re-use water, stormwater and solid waste.
4. Design criteria proposed for each land use category proposed for the DSAP including, but not limited to:
  - Typical lot size
  - Setbacks
  - Height
  - Density
  - Floor Area Ratio (commercial)
  - Signage
5. Strategies for the integration of existing development.

The Conceptual DSAP shall be presented to the public at an information workshop. This workshop is to be advertised in a manner consistent with Chapter 4, Public Participation. In addition, each property owner in the DSAP and each property owner within 1,000 feet of the boundary of the DSAP must be notified of the workshop. Substantial compliance with the provisions of this policy regarding the various methods for providing notice shall be sufficient to constitute notice to

all affected parties. Comments from the public must be documented and included in a report to Escambia County.

### **III. Preliminary DSAP.**

Based on the results of the informational workshop described in Section II., prepare a Preliminary DSAP shall be prepared. At a minimum, this plan shall consist of the following elements:

1. Statement of the community goals and objectives to be accomplished by the DSAP.
2. DSAP exhibits including:
  - a. A detailed land use plan indicating the distribution, extent and location of future land uses, including the proposed locations for transportation facilities (auto, transit, bike, pedestrian), major community services (water and wastewater plants, fire and police substations, government buildings), neighborhood school(s), parks and any conservation areas.
  - b. A detailed public facilities plan identifying regionally significant public facilities, including public facilities outside the jurisdiction of Escambia County, anticipated impacts of future land uses on these facilities and required improvements consistent with Chapter 9J-2, Florida Administrative Code. In addition, this plan shall include the following components:
    - i. A transportation analysis consistent with Chapter 9J-2, indicating the general location of all arterial and collector roadways necessary to serve the DSAP, their right-of-way width, and design cross section. It should also address the proposed location of transit routes and the manner in which they can be integrated into the regional transportation system. The general location of all bikeways and pedestrian paths should demonstrate access to all schools, commercial and civic areas from any point in the DSAP. The transportation analysis should be accompanied by a report demonstrating the impact on transportation facilities and documenting the timing and estimated cost for transportation improvements required by development of the DSAP. Prior to initiation of any transportation analysis, the County shall consult with the Florida Department of Transportation (FDOT)

- regarding the analysis methodology in regards to impacts to the Florida Intrastate Highway System (FIHS). Each DSAP shall analyze the cumulative traffic impact of all previously approved DSAPs on the area road network, including the FIHS. Prior to approval of any DSAP, the Florida DOT shall have the opportunity to comment on the traffic analysis in regards to impacts to any State roads.
- ii. A public improvements analysis that identifies the location and size of the water and wastewater systems necessary to support development of the DSAP. The analysis shall address demand, the location and size of plants, major distribution and collection systems, the design performance standards that will be used in the review and approval of all development plans processed for the individual land use categories, the proposed source of funding, and the approximate timing for construction.
  - c. A housing analysis addressing the need for affordable and workforce housing within the DSAP, the ability of the DSAP to provide a sustainable balance of housing units to employment opportunities, and potential impact of the proposed plan on existing neighborhoods and infill opportunities throughout the County.
  - d. A detailed natural resource analysis that identifies specific measures to assure the protection of regionally significant natural resources and other important resources both within and outside the jurisdiction of Escambia County, including those resources identified in Chapter 9J-2, Florida Administrative Code.
  - e. An energy efficiency analysis addressing the ability to reduce greenhouse gas emissions and improve energy efficiency within the DSAP.
  - f. A land use need analysis addressing the amount of land necessary to accommodate both the projected population and future employment opportunities and promote sustainable development patterns.

The Preliminary DSAP shall be presented to the public at an informational workshop as per the requirements of Section II.

**IV. Final DSAP and Report**

Refinements to the Preliminary DSAP documents, based on the informational workshop described in IV, shall be prepared. The resulting Final DSAP shall be submitted to Escambia County for review and approval by the Planning Board and Board of County Commissioners. DSAP's prepared by an individual property owner or other venture must be presented through the County planning staff to the Board of County Commissioners. The DSAP will not be effective until approved by the Escambia County Board of County Commissioners, ~~and found in compliance by the Florida Department of Community Affairs.~~

**V. Changes to an Existing DSAP.**

Any addition or deletion of property or changes to the neighborhood, center or district boundaries in an approved DSAP shall ~~be processed as an amendment to the Comprehensive Plan, following~~ follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in this plan. Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs.

FLU 5.6.2 Approval of zoning changes shall be based on consistency with the OSP principles and guidelines outlined in FLU 5.1.1-5.5.4. Specifically, such changes shall consider the impact on the overall DSAP in terms of the central focus of the land uses in the DSAP, with higher density in general proximity to Centers.

FLU 5.6.3 Once a DSAP is adopted by the Board of County Commissioners, all applications for development approval (i.e., lot splits, special exceptions, variances) under the existing zoning shall be evaluated for compatibility with the adopted DSAP.

FLU 5.6.4 Applications for a comprehensive plan amendment to establish a DSAP shall include an analysis matrix indicating compliance with the specific requirements of Sec. 163.3245, Florida Statutes.

FLU 5.6.5 OSP design criteria shall be incorporated into the Land Development Code within one year of the adoption of the first DSAP. All development within the boundary of an adopted DSAP shall comply with the OSP design criteria and other applicable provisions of the LDC. Where OSP design criteria conflict with other LDC provisions, the OSP criteria shall govern.

FLU 5.6.6 Should a development be proposed requiring an amendment to the OSP, which the County Local Planning Agency determines is contrary to the intent of the OSP planning concept and, therefore, should not be exempt from

the requirements of Section 380.06 Florida Statutes, the applicant may be required, with concurrence by the ~~FDCA~~FDEO, to be processed as a DRI.

#### **OBJ FLU 5.7 Adequate Public Facilities and Services**

**Adopt procedures and guidelines for the provision of adequate public facilities to serve the OSP and subsequent DSAPs.**

#### **POLICIES**

FLU 5.7.1 Each DSAP shall be evaluated to determine whether adequate public facilities and services exist or will be in existence to serve the identified needs of the DSAP.

FLU 5.7.2 Prior to or in conjunction with the approval of an DSAP by the Escambia Board of County Commissioners, the land for the following public facilities shall be conveyed to Escambia County or a development agreement addressing the timely conveyance of such lands shall be approved by Escambia County.

- Land for identified schools sites, consistent with Chapter 16, Public Schools Facilities Element.
- Land for identified parks and recreation facilities
- Right-of-way for identified collector and arterial roadways necessary to serve the DSAP
- Land for identified potable water and wastewater treatment facilities
- Right-of-way for all utilities necessary to serve the DSAP

FLU 5.7.3 Procedures and guidelines governing the provision of adequate public facilities and services shall not replace or supersede and provisions of the Escambia County concurrency management system.

#### **OBJ FLU 5.8 Intergovernmental Coordination**

**Adopt procedures to ensure intergovernmental coordination to address extrajurisdictional impacts.**

FLU 5.8.1 To provide for intergovernmental coordination to address extrajurisdictional impacts within the jurisdiction of the Florida Department of ~~Community Affairs~~ Economic Opportunity under Chapter 9J-2, F.A.C., the County shall provide to adjacent municipalities and counties, other units of government providing services but not having regulatory authority over the use of land, state and regional regulatory agencies, and the Escambia County School Board, information and copies of appropriate material related to the applications for a DSAP. The material provided shall include information indicating issues of regional significance in the region, or containing regional policies. It shall include

material describing planning, permitting or review requirements of state, regional or local significance. It shall also include detailed identification of regionally significant public facilities, including public facilities outside the jurisdiction of Escambia County, anticipated impacts of future land uses on those facilities, and required improvements consistent with Chapter 9J-2, F.A.C. The adjacent municipalities, counties, other units of government and regulatory agencies shall have the opportunity to review and provide comments to the County, to ensure communication and coordination are used to minimize any potential adverse impacts.

**Chapter 8 Mobility Element.**

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

**GOAL MOB 1 TRANSPORTATION**

**Escambia County shall provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.**

**OBJ MOB 1.1 Transportation System**

**Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.**

**POLICIES**

**MOB 1.1.1 New Development.** Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County standards so that the roads, upon construction, may be accepted into Escambia County’s road system. Nothing in this policy shall be interpreted to preclude the County from requiring the development to pay all costs to the County associated with construction of any transportation improvement made necessary by the development.

**MOB 1.1.2 Level of Service (LOS) Standards.** Levels of Service (LOS) based on annualized p.m. peak hour conditions will be used to evaluate facility capacity and for issuance of development orders. LOS standards for all roadways are hereby established as shown below according to the functional classification of roadways identified on the 2005 Federal Functional Classifications Map. The Mobility Series is attached herein to this ordinance as Exhibit E. The Mobility Series includes the 2005 Federal Functional Classifications Map, the Number of Lanes – Escambia County Map, the FL-AL TPO Prioritized Bicycle & Pedestrian Projects Map, the Transportation Improvement Program FY 2010-2014 Major Projects Map, the Traffic Volume & Level of Service Report, and the FL-AL TPO Long Range Plan (future roadway). The FDOT LOS standards are also used for SIS facilities.

Roadway Functional Classification	Annualized P.M. Peak Hour Level of Service Standard
-----------------------------------	---

**Florida Intrastate System Roads**



Principal Arterial (SIS Rural)	B
Principal Arterial (SIS Urbanized)	C
<b>Transportation Regional Incentive Program and Emerging SIS Connector Funded Roads</b>	
Minor Arterial (Urbanized)	D
<b>Other State and Local Roads</b>	
Principal and Minor Arterial (Rural)	C
Principal and Minor Arterial (Urbanized)	D
Major and Minor Collector (Rural or Urbanized)	E

MOB 1.1.3 **On-site Facilities.** All new private developments, including but not limited to planned unit developments, shopping centers, multifamily residential projects and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, facilities for non-motorized transportation and sufficient vehicular parking to accommodate the needs of the development. This policy does not apply to residential subdivisions.

MOB 1.1.4 **Non-motorized Transportation.** All new public road construction projects in urban areas or community redevelopment areas shall accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

MOB 1.1.5 **Maintenance and Reconstruction Priorities.** Escambia County shall continue its practice of maintaining and/or reconstructing County roads on an “on-going” basis through implementation of the Capital Improvements Program (CIP) and Concurrency Management System. The County shall utilize CIE 1.2.2 together with any cost/benefit analysis, traffic analysis and analysis of the physical condition of the various roadways within the County. Said analyses may be performed by Escambia County or others.

MOB 1.1.6 **Participation in Transportation Planning Organization.** Escambia County will participate in and cooperate with the preparation of the Florida Alabama Transportation Planning Organization’s (TPO’s) Cost Feasible Plan and will continue its active participation with the TPO to ensure that the TPO recommendations and activities are consistent with this ordinance. In addition, the County will continue to encourage the TPO to request funding for the Florida Department of Transportation (FDOT) by the governor and the legislature.

MOB 1.1.7 **Planning for Major Commercial Use.** Applications for large-scale commercial development review shall address adequate traffic circulation, parking and access management measures that are necessary to minimize access to impacted State and County road segments, promote compatibility and functional relationship of adjacent land uses and provide adequate buffer and landscape requirements. Escambia County shall encourage joint access agreements with adjacent property owners, encourage a mix of land uses that place less traffic intensive land uses adjacent to arterial segments, provide

incentives for not platting commercial lots with direct access to arterial segments and apply density bonuses for converting commercial land uses to residential land uses.

**MOB 1.1.8 Future Transportation Corridors.** Escambia County shall preserve future transportation corridors as identified in the TPO Fiscal year (FY) 2010-2014 Plan Maps MOB 2A-C. The TPO FY 2010-2014 Plan is attached herein to this ordinance as Exhibit F.

**MOB 1.1.9 Access Management.** Escambia County shall promote access management by limiting the number of conflict points that a motorist experiences during travel; separating conflict points as much as possible when they cannot be eliminated; and control turning movements to facilitate traffic flow on affected roadways.

**MOB 1.1.10 Commuter Assistance Programs.** Escambia County will support the TPO commuter assistance programs in order to reduce the number of vehicle miles traveled per capita in the community and region.

**MOB 1.1.11 Cross-Access.** Escambia County will incorporate requirements for cross-access easements and connections for commercial sites in the LDC. The County will prioritize the implementation of this policy based on corridor planning efforts. The regulations will be implemented on private properties along roadways with proper connection spacing and an access management plan.

**MOB 1.1.12 Ozone Task Force Recommendations.** Escambia County will implement the following recommendations of the 2001 Escambia County Ozone Task Force Report so as to modify peak hour demand and reduce the number of vehicle miles traveled per capita in the community and region.

- a. Implement flex work hours (i.e. extended hours, four-day work week) for government employees during peak ozone season June through September).
- b. Provide information about benefits of flex work hours to local industry and encourage use of such programs.
- c. Encourage mixed use development offering sidewalks and bicycle paths.
- d. Accelerate bicycle/pedestrian improvements.
- e. Promote telecommuting and teleconferencing.

**MOB 1.1.13 Safe Routes to School.** Pursuant to Section 1006.23, Florida Statutes, Escambia County, the Escambia County School Board and the Community Traffic Safety Team shall coordinate to prepare a "Safe Routes to School" (SRTS) master plan for each public school, and then implement construction of improvements (e.g., sidewalks, shoulders) to encourage walking to school. SRTS improvements shall be focused to provide priority to improvements within the following radii:

Elementary School – ½ mile radius  
Middle and High School – 1 mile radius

**MOB 1.1.14 Required Bicycle and Pedestrian Facilities.** Escambia County shall, through LDC provisions, require the installation of sidewalks along the street frontage of new development to provide connectivity and utility for existing sidewalks in the vicinity of the development. New development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the SRTS Plan shall install sidewalks and/or bicycle facilities as specified by those plans for any street frontage of the development that coincides with those routes. New development in proximity to a school shall install sidewalks consistent with policies PSF 1.4.5 and PSF 1.4.6.

**MOB 1.1.15 Coordination with School District.** Escambia County will coordinate with the Escambia County School District regarding new school siting and needs at existing schools when determining locations for improvements to pedestrian facilities.

**MOB 1.1.16 Sidewalk Planning Participation.** Escambia County will seek public input from citizens, the School Board of Escambia County and the development community regarding sidewalk needs and priorities.

**MOB 1.1.17 Intelligent Transportation System.** Escambia County will cooperate with FDOT studies now underway that address intelligent transportation system opportunities to improve system efficiency and enhance safety.

**MOB 1.1.18 Roadway Improvement Recommendations.** Escambia County will study roadway segments that are estimated to exceed the adopted LOS standard and recommend specific improvements to address deficiencies. Those recommendations will be targeted toward short- and mid-range improvements. These projects will be identified in the County's CIP. The County will continue to work with the TPO to address long range improvements identified in the Cost Feasible Plan and County Transportation Plan.

**MOB 1.1.19 Interregional and Intrastate Function Protection.** Escambia County will maintain adopted LOS standards on arterial and collector roadways that parallel the State's Strategic Intermodal System (SIS) and Florida Intrastate Highway System (FIHS) to protect the system's interregional and intrastate functions.

**MOB 1.1.20 Interstate Interchange Additions.** Escambia County shall only promote the construction of additional interchanges on Interstate-10 and Interstate-110 if they protect the system's interregional and intrastate functions.

**MOB 1.1.21 Interstate Crossing Additions.** Escambia County will work with the TPO to strengthen the local roadway network by providing additional north-south and east-west crossings of Interstate-10 and Interstate-110, thereby protecting the FIHS interregional and intrastate functions.

**MOB 1.1.22 Road Improvement Funding Partnerships.** Escambia County will pursue partnerships with FDOT, the Federal Highway Administration (FHA) and private development entities to identify potential new revenue streams for roadway improvements and capacity enhancements at both the state and federal levels.

**MOB 1.1.23 Public-private Partnerships.** Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding from additional sources.

#### **OBJ MOB 1.2 Transportation Concurrency Exception Areas**

**Establish Transportation Concurrency Exception Areas (TCEAs) to promote and enhance:**

- a. Urban redevelopment,
- b. Infill development,
- c. A variety of transportation choices and opportunities including automobile, pedestrian, bicycle and transit,
- d. Escambia County's economic viability,
- e. Desirable urban design and form,
- f. A mix of residential and non-residential uses,
- g. Streetscaping/landscaping of roadways within the County, and
- h. Pedestrian and bicyclist comfort, safety and convenience.

Consistent with Section 163.3180, Florida Statutes, a TCEA may be established within areas designated for:

- a. Urban infill development;
- b. Urban redevelopment;
- c. Downtown revitalization;
- d. Urban infill and redevelopment under Section 163.2517, Florida Statutes; or
- e. An urban service area that includes lands appropriate for compact, contiguous urban development, which does not exceed the amount of land needed to accommodate the projected population growth at densities consistent with the adopted comprehensive plan within the 10-year planning period, and which is served or is planned to be served with

**public facilities and services as provided by the Capital Improvements Element.**

## **POLICIES**

**MOB 1.2.1 TCEAs Established.** The following TCEAs are hereby established, and the TCEA Map is attached herein to this ordinance as Exhibit G:

- a. Warrington TCEA - That area coterminous with the area approved in 1995 as the Warrington Redevelopment Area and including the Sunset Avenue Corridor of Navy Point;
- b. Fairfield Drive TCEA - That area coterminous with the approved Englewood-Ebonwood and Palafox Redevelopment Areas and including a portion of the Brownsville Redevelopment Area.

The Transportation Concurrency Exception Areas will continue to be reviewed annually to ensure they meet the TCEA requirements; results of this review will be reported in the County's Comprehensive Plan Implementation Annual Report.

**MOB 1.2.2 LOS Exemptions.** All land uses and development located within the Warrington and Fairfield Drive TCEAs shall be exempted from transportation concurrency for roadway LOS standards. Developments outside of the TCEA that impact roadways within the TCEA shall be required to meet transportation concurrency standards.

**MOB 1.2.3 Transportation Improvements.** Transportation concurrency exceptions granted within the TCEA shall not relieve development from being required to construct transportation improvements that are required due to traffic safety and/or operating conditions.

**MOB 1.2.4 TCEA Proportionate Fair Share.** Within the TCEAs, development or redevelopment shall be required to mitigate transportation impacts proportional to those impacts based on trip generation (including all phases) by providing the following:

- a. Sidewalk connections from the development to existing and planned public sidewalk along the development frontage.
- b. Cross-access connections/easements or joint driveways, where available and economically feasible.
- c. Deeding of land or conveyance of required easements along the property frontage to the County, as needed, for the construction of public sidewalks, bus turn-out facilities, and/or bus shelters. Such deeding or conveyance of required easements, or a portion of same, shall not be required if it would render the property unusable for development. The placement of a bus shelter and related facilities on private property with an appropriate agreement with the

County may be used in lieu of deeding or conveyance of easements, if agreeable to the County.

d. Closure of existing excessive, duplicative, or unsafe curb cuts or narrowing of overly wide curb cuts at the development site, as defined in the Access Management portion of the LDC.

e. Provide safe and convenient on-site pedestrian circulation such as sidewalks and crosswalks connecting buildings and parking areas at the development site.

f. Funding of corridor assessments and TCEA mobility studies to ensure goals are maintained.

### **OBJ MOB 1.3 Transportation and Land Use**

**Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the future land use maps and maintaining consistency between land use decisions and traffic circulation system improvements.**

#### **POLICIES**

MOB 1.3.1 **Consistency.** All plans and proposals for development and redevelopment and all land use decisions shall be reviewed for consistency with the Future Land Use Map (FLUM).

MOB 1.3.2 **Non-motorized Transportation Facilities.** Escambia County shall provide or require the provision of non-motorized transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities.

### **OBJ MOB 1.4 Coordinated Transportation Planning**

**Continually coordinate Escambia County's decision-making process with the plans and programs of TPO and FDOT.**

#### **POLICIES**

MOB 1.4.1 **TPO Participation.** Escambia County will participate and cooperate with the preparation of the TPO's Cost Feasible Plan. The County's participation will continue to be the provision of representation on the TPO and its several committees, paying its fair share of the cost to operate the TPO, and assuring that projects required within Escambia County are included within the TPO and FDOT plans.

MOB 1.4.2 **Regional Priorities.** Escambia County will coordinate with the TPO and FDOT to ensure that regional priorities are included in County decision-making.

MOB 1.4.3 **Interstate System Improvements.** In cooperation with the TPO and FDOT, Escambia County will support improvements to the federal interstate system located within the County. In addition the County shall support the construction of a new roadway segment that links Interstate- 10 with Interstate-65.

MOB 1.4.4 **Transportation Improvement Plans.** Escambia County will participate in and review the annual updates of the TPO five-year Transportation Improvement Plan and FDOT five-year Work Program to ensure that activities of the County and the transportation improvement plans of other agencies are consistent.

**OBJ MOB 1.5 Corridor Preservation**

**Provide for the protection of existing and future rights-of-way from encroachment by including appropriate regulations within the LDC.**

**POLICIES**

MOB 1.5.1 **Standard Right-of-way.** Within any Project Development and Environmental Impact study for a capacity improvement project, standard right-of-way shall be considered as follows:

Major Collectors	80'
Major Arterials	125'
Beltways	300'

MOB 1.5.2 **Setback Regulation.** Escambia County shall, through zoning district provisions in the LDC, apply setbacks that will aid in the protection of existing and future rights-of-way, including transportation corridors, from building encroachments.

MOB 1.5.3 **Density and Intensity Regulation.** Escambia County shall regulate density and intensity within the existing or designated transportation corridor areas that may interfere with right-of-way needs.

MOB 1.5.4 **Right-of-way Set Aside.** Escambia County may require the set aside of right-of-way necessary to comply with programmed roadway widening or, as necessary, for proposed transportation corridors.

MOB 1.5.5 **Scenic Roadway Designation.** Because of their unique scenic character and related historic and tourist significance, Scenic Highway (SR-10A)

and Perdido Key Drive (SR 292) are designated “scenic roadways.” Parcels adjacent to these rights-of-way shall be the subject of specific sign controls in the LDC.

**MOB 1.5.6 Proposed Transportation Corridors.** Escambia County shall make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted TPO’s “Cost Feasible Plan”, the proposed or adopted County Capital Improvement Plan or in any proposed or adopted Development of Regional Impact (DRI) or development plan. Transportation corridor protection regulations shall be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

**OBJ MOB 1.6 Automobile Use and Greenhouse Gas Reduction.**

**Through encouraging compact, mixed and multi-use developments and alternative mode transportation strategies Escambia County shall strive to reduce average per capita Vehicle Miles Traveled (VMT) within the County, overall contributing to a reduction in automobile generated greenhouse gas (GHG) emissions, Reducing the County average annual per capita Vehicle Miles Traveled (VMT) by 2.0% annually starting in 2010 totaling a 40% reduction by the year 2030, as compared to the FDOT 2008 baseline.**

**Escambia Average Annual Per Capita Vehicle Miles Traveled (VMT)**

Year	Target Reductions
2010:	2008 Baseline (10,170 VMT)
2015:	10.0 percent decrease (9,150 VMT)
2020:	20.0 percent decrease (8,140 VMT)
2025:	30.0 percent decrease (7,120 VMT)
2030:	40.0 percent decrease (6,100 VMT)

**POLICIES**

**MOB 1.6.1 Funding Research for VMT Reduction.** Escambia County shall seek funding to support advocacy and research regarding VMT reduction, including establishing ongoing VMT modeling and monitoring on a County-wide basis and for development projects.

**MOB 1.6.2 Vehicle Miles Traveled Reduction Strategies.** Through its Land Development Code, Escambia County shall implement the following transportation and travel mode strategies in a long term effort to reduce average per capita Vehicle Miles Traveled (VMT) within the County:



- a. Require developments of over 200 acres to provide a highly interconnected system of complete streets (for pedestrians, bicycles and vehicles) to encourage the reduction of automobile use, trips and trip lengths.
- b. Require developments of over 200 acres to provide a connected network of pedestrian and bicycle facilities to promote biking and walking within new developments and redeveloping areas.
- c. Support appropriately located compact, high density mixed-use development within the Mid-West Sector Plan Overlay, Mixed-Use Urban, Mixed-Use Suburban and Commercial future land use districts.
- d. Coordinate with the Florida Department of Transportation to improve traffic management on State roads to reduce the aggregate time spent at traffic signals.
- e. Provide expedited development review to developments that can show, at project build-out, a 20% increased automobile trip internal capture using accepted FDOT methodologies or an average annual per person VMT that is 20% less than the Escambia County average, based upon most recent FDOT data.

**GOAL MOB 2 TRANSIT**

**Escambia County shall encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to community needs, consistent with land use policies, is environmentally sound, and promotes economic opportunity and energy conservation.**

**OBJ MOB 2.1 Bus Fleet**

**Ensure safe and efficient operation of the bus fleet.**

**POLICIES**

**MOB 2.1.1 Fleet Replacement.** Escambia County Area Transit (ECAT) shall replace the bus fleet at 10 years or 500,000 miles, as recommended by the Federal Transit Administration. The ECAT Map Series is attached herein to this ordinance as Exhibit H.

**MOB 2.1.2 Preventative Maintenance.** ECAT shall conduct preventative maintenance of bus fleet according to the preventive maintenance plan.

**OBJ MOB 2.2 Mass Transit and Growth Patterns**

**Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT's operating ratio.**

**POLICIES**

**MOB 2.2.1 Route Modernization.** ECAT shall modernize service from the existing radial route system into a modified grid system to improve efficiency.

**MOB 2.2.2 Service Area Adjustments.** ECAT shall realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower use areas in order to provide more efficient service to more riders at comparable cost.

**MOB 2.2.3 LOS Standard.** ECAT shall establish and maintain a mass transit LOS standard as measured by a 60-minute maximum period of wait throughout the current areas and hours of service.

**MOB 2.2.4 Transportation Development Plan.** ECAT shall consider and/or implement recommendations contained within the current transportation development plan.

**MOB 2.2.5 Transportation Development Plan Implementation.** Upon completion of the TPO Transit Development Plan Update, Escambia County will amend the comprehensive plan to address (1) the establishment of land use and site design guidelines in public transit corridors, to assure the accessibility of new development to public transit; (2) the establishment of numerical indicators against which the achievement of mobility goals can be measured; and (3) coordination with the Future Land Use element, to encourage land uses that promote public transportation.

**MOB 2.2.6 Marketing Strategy.** ECAT shall develop marketing strategies to maximize the advertisement program within fiscal constraints.

**MOB 2.2.7 User Fee/Fare Policy.** ECAT shall develop a fare policy to provide for routing fare increases in order to ensure the transit riders pay a fair share of costs (user fee policy).

**OBJ MOB 2.3 Annual Review of Transit System**

**Provide for an efficient and safe transit system for all users.**

**POLICIES**

**MOB 2.3.1 Annual Operation Review.** ECAT shall annually review the operation (i.e., bus routes, maintenance procedures, etc.) of the normal mass

transit system and the paratransit system to identify and correct deficiencies of those operations.

**MOB 2.3.2 Annual Facilities Review.** ECAT shall provide for annual review and maintenance of all mass transit and paratransit facilities, with the exception of the bus fleet, to ensure that buildings and other related facilities are in proper working order and are supporting the continued efficiency of the operations.

#### **OBJ MOB 2.4 Mass Transit ROW**

**Designate and protect future mass transit rights-of-way and corridors.**

#### **POLICIES**

**MOB 2.4.1 Consistency Review.** ECAT shall provide for the review of the future mass transit map prior to the issuance of any land use certificate to determine if development would conflict with any existing or future mass transit rights-of-way or corridors as approved by the Board of County Commissioners (BCC).

**MOB 2.4.2 Special Review Process.** ECAT shall develop a special review and approval mechanism for any land use certificate that is found to be in conflict with existing or future mass transit rights-of-way or corridors approved by the BCC.

#### **OBJ MOB 2.5 Handicapped Services**

**Provide service to the handicapped as required by U.S. Department of Transportation Regulation 49 CFR Part 27 and to other transportation disadvantaged persons.**

#### **POLICIES**

**MOB 2.5.1 Paratransit System Support.** ECAT shall contract or otherwise provide for the coordinated paratransit system to fulfill the federal requirements for transporting handicapped passengers and shall contract or otherwise provide for the system to fulfill federal requirements for transporting handicapped passengers.

**MOB 2.5.2 Vehicle Rehabilitation.** ECAT shall provide assistance to the coordinated system by rehabilitating vehicles or other similar programs that will support their efforts.

**MOB 2.5.3 Service Improvements.** In order to continually improve services, education and individual transit training for disabled passengers and volunteer companions should be provided.

#### **GOAL 3 PORTS**

**Escambia County shall advocate and promote the economic viability of port operations in Escambia County consistent with balanced utilization of transportation facilities, natural resources, and available waterfront land.**

**OBJ MOB 3.1 Port Facilities**

**Support the operation and expansion as necessary of port facilities through intergovernmental coordination and in a manner consistent with the goals, objectives and policies in the Future Land Use, Coastal Management and Conservation Elements of this plan.**

**POLICIES**

**MOB 3.1.1 Coordinated Support.** Escambia County shall support continued port operation and/or development coordination with appropriate agencies, both governmental and private, recognizing that port facilities in Escambia County are within the planning jurisdiction of the City of Pensacola.

**MOB 3.1.2 Consistency with Plan.** Escambia County shall support the activities of port facilities to the extent consistent with the goals, objectives, and policies contained in the Future Land Use, Coastal Management, Conservation, and Mobility Elements.

**MOB 3.1.3 Industrial Land Use Designation.** Escambia County shall consider port facilities in Escambia County to be water dependent or water related industrial land uses. Any such facilities located within the jurisdiction of Escambia County shall be considered as industrial land uses on the FLUM.

**MOB 3.1.4 Port and Navigation Projects.** Escambia County shall support projects, which serve to maintain or expand port operations or navigation to the extent that such projects meet all applicable permit requirements and standards, consistent with appropriate objectives and policies in the Future Land Use, Coastal Management and Conservation Elements. The County shall advocate federal and state public works programs and projects that provide funding for such projects.

**OBJ MOB 3.2 Access to Port Facilities**

**Ensure that surface transportation access to port facilities is properly integrated with the traffic circulation portion of this element and with other modes of surface and water transportation.**

## **POLICIES**

**MOB 3.2.1 Public-Private Coordination.** Escambia County shall coordinate with appropriate public and private sector agencies to provide adequate access to port facilities.

**MOB 3.2.2 Coordinated Intermodal Transportation.** Escambia County shall encourage and support balanced intermodal management of surface and water transportation through coordination of roadway, rail, and port facilities.

### **OBJ MOB 3.3 Coastal Conservation and Port Services**

**Promote balanced utilization of coastal areas and resources consistent with sound conservation principles and the need for continued provision of port services.**

## **POLICIES**

**MOB 3.3.1 Resource Impact Mitigation.** Escambia County shall coordinate with the City of Pensacola to ensure mitigation of adverse structural and nonstructural impacts upon adjacent natural resources consistent with applicable permit requirements.

**MOB 3.3.2 Qualified County Support.** Escambia County shall advocate only those port maintenance and expansion projects that meet applicable permit requirements and environmental standards.

### **GOAL MOB 4 AVIATION FACILITIES**

**Escambia County shall provide public aviation facility services sufficient to meet current and future economic development and passenger needs and protect naval aviation facilities.**

#### **OBJ MOB 4.1 Airport Master Plan**

**Support the implementation activities set forth in the adopted airport master plan for the Pensacola Gulf Coast Regional Airport as directed by the BCC.**

## **POLICIES**

**MOB 4.1.1 Coordinated Land Uses.** Escambia County shall coordinate adjacent land uses with the City of Pensacola and the airport master plan to provide development patterns that are compatible with airport development.

MOB 4.1.2 **Incompatible Development.** Escambia County shall enforce adopted land development regulations that restrict the height, density and intensity of development in areas adjacent to the airport boundaries and clear zones to ensure that incompatible land uses will not be allowed to encroach on airport facilities and hinder airport activities.

MOB 4.1.3 **County Review.** Escambia County shall review and comment on proposed airport development and/or expansion that may impact the County.

MOB 4.1.4 **Stormwater Management.** Escambia County shall work with the City of Pensacola and Florida Department of Environmental Protection (FDEP) to ensure that adequate stormwater management techniques are provided for existing and future airport development.

#### **OBJ MOB 4.2 Naval Aviation Facilities**

**Evaluate development proposals for property located within the established Airfield Influence Planning District (AIPD) overlays of the existing Naval aviation facilities within Escambia County to ensure compatibility and to protect airfield facilities from encroachment of incompatible land uses. The Naval aviation facilities in Escambia County are of significant value to the County, and protecting these important economic resources requires the prevention of the development of airfield hazards and incompatible land uses.**

#### **POLICIES**

MOB 4.2.1 **Airfield Influence Planning Districts.** To promote an orderly transition and rational organization of land uses, protect the health, safety and welfare of the public, and maintain the mission of the military facilities, Escambia County establishes AIPD overlays over and around each of the military aviation facilities within Escambia County.

MOB 4.2.2 **Development Plan Review.** The Navy shall designate a representative from NAS Pensacola and from NAS Whiting Field to function as ex officio members of the Escambia County Development Review Committee (DRC). As part of the regular DRC process, the County will forward the weekly DRC agenda to the Navy designee. When a development is proposed within the AIPD overlay areas, the County will include a copy of the submitted development plans. The Navy designee will review the development plans for land use compatibility with the Navy mission in relation to proposed structure height, density and intensity of land use and will submit comments to County staff to be forwarded to the applicant.

MOB 4.2.3 **Military Representation.** Pursuant to Section 163.3175, Florida Statutes, a representative of the military installations located within Escambia

County shall be placed on the Planning Board as an ex officio, nonvoting member. The Navy's Planning Board representative shall coordinate with the Navy Base Commanding Officers to review and comment on all proposed Comprehensive Plan and LDC amendments that would affect the intensity, density or use of the land within the AIPDs. The comments shall address the impacts such proposed Comprehensive Plan or LDC changes may have on the mission of the military installations. They shall include:

- a. Whether such proposed changes will be incompatible with the safety and noise standards contained in the Air Installations Compatible Use Zones (AICUZs) study adopted by the military installation for that airfield or the AIPD adopted by the County for that airfield;
- b. Whether such changes are incompatible with the findings of the Joint Land Use Study (JLUS) for the area;
- c. Whether the military installation's mission will be adversely affected by the proposed actions of the County.

**MOB 4.2.4 JLUS Amendment.** Needs of the Navy may be identified that require an amendment to the completed JLUS. When a determination is made that such an amendment is desirable, the Commanding Officer is encouraged to provide information concerning any community planning assistance grants that may be available to the County through the Department of Defense, Office of Economic Adjustment.

**MOB 4.2.5 Interlocal Agreement.** An interlocal agreement to determine the details of the coordination between the Navy and Escambia County shall include, but not be limited to, the individual responsibilities of the County and the Navy; the method by which the Navy will appoint a Planning Board representative; the length of the term of appointment; the details of the coordination required to produce, receive and transmit any Navy comments to the State; establish who will be responsible for forwarding the comments; the method by which the Navy will apprise the County of any available grants and the details to be reported on the Annual Report on Comprehensive Plan Implementation. The Military Interlocal Agreement became effective September 2003.

**MOB 4.2.6 County-Navy Coordination.** Escambia County shall coordinate with the Navy to effectively regulate land uses in areas covered by the AIPD overlays and the AICUZ to support the Navy's aviation mission while protecting the private property rights of the land owners.

**MOB 4.2.7 Compliance Monitoring.** Escambia County shall monitor development in the AIPDs for compliance with the JLUS recommendations and AICUZ study requirements. Rezoning to a higher density will be discouraged. The compatibility requirements will be revised as the mission of the military facility changes or removed if the facility closes.

**MOB 4.2.8 Encroachment Control Planning.** Escambia County shall utilize information provided by the Navy, such as the AICUZ Study Program Procedures and Guidelines (OPNAVINST 11010.36C) or approved successor and Aircraft Noise Survey, together with the recommendations of the JLUS when developing plans to control the encroachment of incompatible development in the vicinity of Naval Air Station Pensacola and Navy Outlying Landing Fields Saufley and Site 8, to ensure protection of each installation's aviation mission.

**MOB 4.2.9 Infrastructure Impact Report.** A formal information exchange between the County, FDOT, Emerald Coast Utilities Authority (ECUA) and other utility service providers in the area will be established to explore the growth inducing impacts of utility expansion and infrastructure improvements within the AIPD overlay areas in relation to the JLUS recommendations. Annual reporting of the status of the planned utility expansion and infrastructure improvements will be included in the Comprehensive Plan Implementation Annual Report.

**MOB 4.2.10 Annual Assessment.** Pursuant to Section 163.3191(n) Florida Statutes, and beginning in Fiscal Year 2004/2005, the County shall conduct an annual assessment of the effectiveness of the criteria adopted pursuant to Section 163.3177(6)(a), Florida Statutes, in achieving compatibility with military installations in areas designated as AIPDs. This assessment shall be based on a compilation of data for the calendar year and shall compare the current years' development with the previous years' development relevant to the following in each AIPD:

- a. Single-family residential building permits in each AIPD area based on the number of permits issued, and broken down by Accident Potential Zone (APZ) and AIPD area.
- b. Number of residential units (high density) approved and permitted.
- c. Extension of sewer and water lines in the AIPD Overlay areas as reported by ECUA (or relevant potable water distributors).
- d. Number of units approved in preliminary and final subdivision plats.
- e. Number of site plans for commercial projects approved.
- f. Number of communication towers approved.
- g. Number of variances and/or conditional use requests and approvals.
- h. Number of rezoning requests/approvals.
- i. Number of future land use amendments.

The intent is to measure the increase or decrease in residential development activity within the AIPDs to determine the effectiveness of the measures adopted to control residential density and encourage commercial development, as recommended by the JLUS. The County shall review the collected data to ensure



compliance with the intent of the JLUS recommendations. In addition, analysis of the collected data over a period of time will assist in determining what future changes may be required to enhance or improve the County's efforts to control encroachment on the military installations. The reports shall be included in the Annual Comprehensive Plan Implementation Report, and shall be further analyzed for inclusion in the Evaluation and Appraisal of the Comprehensive Plan required every seven years.

## **Chapter 9 Housing Element.**

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies contained in this element are intended to identify and address current and future deficits in the provision of moderate, low and very-low income housing, group homes, foster care facilities and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as the residents of Escambia County, regarding redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance and critical housing assistance programs.

### **GOAL HOU 1 PROVISION OF HOUSING**

**Escambia County shall provide safe, sanitary and affordable housing for the current and future residents of the County.**

#### **OBJ HOU 1.1 Housing Delivery Process**

**Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost and location.**

#### **POLICIES**

**HOU 1.1.1 Residential Areas.** The Escambia County Future Land Use Map (FLUM) and Zoning maps shall identify areas suitable for residential development and/or redevelopment.

**HOU 1.1.2 Site Development Criteria.** The Escambia County Land Development Code (LDC) shall include site development criteria for all housing types including affordable and special needs housing.

**HOU 1.1.3 Permitting Process.** The LDC shall include an efficient and reasonable permitting process for residential development. This process shall include the use of checklists and referrals to appropriate regulatory agencies.

**HOU 1.1.4 Adequate Infrastructure.** To assure the sustainability of residential communities, Escambia County shall require new residential development to locate where adequate infrastructure is available.

**HOU 1.1.5 Mixed-use Development.** Escambia County shall encourage mixed-use development, which places housing within close proximity to nonresidential opportunities such as retail and employment centers.

**HOU 1.1.6 Ownership Types.** Escambia County shall recognize the need to provide a mix of ownership types, including for-sale and rental units, to meet the diverse needs of County residents.

**HOU 1.1.7 Housing Types.** Escambia County's Future Land Use Element and LDC shall provide for a mix of housing types including, but not limited to, single-family residential, multi-family residential, mobile and manufactured homes, live-work units, accessory dwellings and other residential types that vary in density, size, cost and location.

### **OBJ HOU 1.2 Affordable Housing**

**Assure the provision of safe, sanitary and affordable housing for moderate, low and very-low income residents.**

### **POLICIES**

**HOU 1.2.1 Definition.** Escambia County shall define affordable housing as residential dwelling units with monthly rents or mortgage payments (including taxes and insurance) that do not exceed 30 percent of median annual gross income for the following households:

- a. Moderate Income Household: 81-120 percent of area median family income
- b. Low Income Household: 51-80 percent of area median income
- c. Very-Low Income Household: 0-50 percent of area median income

**HOU 1.2.2 Location.** Escambia County shall allow the location of affordable housing in any residential FLUM category provided the housing is compatible with all applicable rules and regulations of the LDC.

**HOU 1.2.3 Development Types.** Escambia County shall promote affordable housing opportunities by allowing cluster developments, zero-lot line developments, planned unit developments and other types of housing layouts that may reduce the cost of individual dwelling units.

**HOU 1.2.4 Mobile or Manufactured Home Location.** Escambia County shall designate areas on both the FLUM and Zoning maps that are suitable for the location of mobile or manufactured homes.

### **OBJ HOU 1.3 Special Needs Housing**

**Ensure adequate housing opportunities are available in residential areas or areas of residential character to accommodate citizens with special needs.**

## **POLICIES**

HOU 1.3.1 **Location Criteria.** The LDC shall include criteria guiding the location of housing for group homes, foster care facilities and households with special needs.

HOU 1.3.2 **Compatible Zoning.** Escambia County shall allow foster care facilities and group homes, housing six or fewer residents, in any residential zoning category. Group homes, housing seven or more residents, may be located in any medium density, high density or mixed-use category.

HOU 1.3.3 **Senior Needs.** Escambia County shall encourage the development of accessible and affordable senior housing within close proximity to support services and public infrastructure.

### **OBJ HOU 1.4 Existing Neighborhoods and Redevelopment**

**Protect the character of existing residential neighborhoods, provide opportunities for redevelopment and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs.**

## **POLICIES**

HOU 1.4.1 **Preservation and Infill.** The LDC shall include standards that maintain existing neighborhood character while allowing compatible infill development.

HOU 1.4.2 **Regulation Enforcement.** Escambia County shall implement strategies that enhance enforcement of existing regulations (i.e., abandoned property regulations, litter regulations, sign regulations, etc.), which maintain the aesthetics of existing residential areas.

HOU 1.4.3 **Construction Inspection.** The LDC shall contain provisions for inspection procedures during the construction and reconstruction of residential units.

HOU 1.4.4 **Improvement Aid.** Escambia County shall continue to allocate loan and grant assistance to moderate, low and very-low income homeowners to aid in the improvement of substandard dwelling units.

HOU 1.4.5 **Unsafe Building Abatement.** Escambia County shall enforce the Unsafe Building Abatement Ordinance, which requires the removal of housing stock with structural deficiencies.

HOU 1.4.6 **Substandard Home Removal.** Escambia County shall report annually the number of substandard homes removed as a result of code enforcement actions and Neighborhood Enterprise Foundation, Inc. (NEFI) programs.

HOU 1.4.7 **Infrastructure Improvements.** Escambia County shall continue its efforts, through the Community Redevelopment Agency (CRA), to complete the activities necessary to improve the infrastructure in specified redevelopment neighborhoods.

HOU 1.4.8 **Rental Units.** Escambia County shall support the acquisition, rehabilitation and/or development of rental units, by the private sector and local Community Housing Development Organizations (CHDOs), for occupancy by moderate, low and very-low income families meeting the occupancy criteria of Title 24 of the Code of Federal Regulations (CFR), Part 92.

HOU 1.4.9 **Housing Stock Conservation/Rehabilitation.** Escambia County's housing agencies and the CRA shall continue to administer programs that further the conservation or rehabilitation of existing housing stock.

**OBJ HOU 1.5 Relocation Assistance**

**Provide housing assistance, including relocation housing, for persons displaced by public programs, projects or housing rehabilitation.**

**POLICIES**

HOU 1.5.1 **Grants.** Escambia County shall pursue grants to provide for relocating moderate, low and very-low income persons displaced during the housing rehabilitation process.

HOU 1.5.2 **County Policy.** Escambia County shall utilize its "Relocation Policy" that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the Escambia County Board of County Commissioners (BCC) on November 28, 1988, including any revisions thereto.

**OBJ HOU 1.6 Housing Programs**

**Continue implementation of critical housing programs.**

**POLICIES**

HOU 1.6.1 **Program Information.** Escambia County shall continue its housing outreach program to assure dissemination of housing information.

HOU 1.6.2 **Non-discrimination.** Escambia County shall enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County's population.

HOU 1.6.3 **Low-Interest Mortgage Loans.** Escambia County shall cooperate with appropriate local, state and federal agencies to facilitate bond-backed low-interest mortgage loans for home purchase by qualified individuals or families.

HOU 1.6.4 **Housing Finance Authority.** Escambia County shall participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

HOU 1.6.5 **Neighborhood Enterprise Foundation Reports.** Escambia County shall receive, review and respond to the annual reports produced by NEFI as such reports relate to this comprehensive plan and/or the provision of safe, sanitary and affordable housing for all citizens of Escambia County.

HOU 1.6.6 **State and Federal Assistance.** Escambia County shall participate in the following programs or any replacement or supplemental programs, which may be developed by state, federal or other appropriate agencies:

- a. HUD Section 8 Rental Voucher Program existing housing program, for rent supplements to qualified low-income families;
- b. The Community Development Block Grant (CDBG) Program;
- c. The Consolidated Plan pursuant to the Cranston-Gonzalez National Affordable Housing Act;
- d. The Home Investments Partnership Program (HOME); and
- e. The State Housing Initiatives Partnership (SHIP) Program, among others.

HOU 1.6.7 **Neighborhood Enterprise Foundation.** Escambia County shall provide assistance, through NEFI to provide affordable homeownership opportunities for moderate, low and very-low income homebuyers.

HOU 1.6.8 **SHIP Fund Initiatives.** Escambia County shall use SHIP funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Chapter 420, Florida Statutes. Such funds may be used to:

- a. Provide local cash match for federal or state housing programs such as HOME, Housing Opportunities for People Everywhere (HOPE), McKinney Act Programs, Florida Housing Finance Corporation (FHFC) programs, etc.;
- b. Provide down-payment assistance, construction subsidies, mortgage reduction, mortgage interest rates subsidies, and/or

direct mortgage loans to moderate, low and very-low income families;

- c. Provide appropriately targeted grants and loans in support of moderate and substantial rehabilitation/preservation of substandard housing owned and/or occupied by low and very-low income families;
- d. Support the availability and enhancement of emergency home repair assistance for low and very-low income families;
- e. Provide assistance for construction or rehabilitation of housing designed to address families with special needs; and
- f. Utilize funds to supplement existing and future FHFC, Escambia County HFA, and/or Florida Department of ~~Community Affairs (DCA)~~ ~~Economic Opportunity (FDEO)~~ affordable housing projects undertaken for the benefit of lower income families within the County.

HOU 1.6.9 **County-Private Partnerships.** Escambia County shall seek partnerships with private and non-profit organizations in an effort to improve coordination among participants involved in housing production and delivery. In particular, the County shall continue its partnerships with nonprofit housing providers such as Community Enterprise Investments, Inc., Circle Inc. and Habitat for Humanity.

HOU 1.6.10 **County-City Partnerships.** Escambia County, in partnership with the City of Pensacola, shall ensure the continued administration of the HUD Section 8 Rental Voucher Program, intended to aid eligible families and individuals in acquiring safe, sanitary and affordable housing.

HOU 1.6.11 **Florida Housing Coalition.** Escambia County shall participate with the Florida Housing Coalition (FHC) so as to provide opportunities for low cost home ownership for families meeting eligibility requirements.

#### **OBJ HOU 1.7 Data and Monitoring**

**Escambia County shall continually monitor the success of its housing objectives and policies.**

#### **POLICIES**

HOU 1.7.1 **Housing Inventory.** Escambia County shall collect housing inventory data every five years during the update to the individual CRA plans.

HOU 1.7.2 **Special Needs Housing.** Escambia County shall update inventories of providers of special needs housing (group and foster homes, facilities for the homeless, etc.) on an annual basis, including quantity and location.

**HOU 1.7.3 EAR Housing Review.** Escambia County shall review its regulatory and permitting process and evaluate changes necessary to improve the public and private sector housing delivery process. The review shall be concurrent with state-mandated Evaluation and Appraisal Reports (EARs). During each review, opportunities for involvement of the County with private sector providers shall be analyzed.

**HOU 1.7.4 Annual Housing Review.** Escambia County shall examine its housing needs and implementation activities annually so as to maintain up-to-date information on the housing delivery process program and the success of prior activities.

**OBJ HOU 1.8 Energy Efficient Housing.**

**Escambia County shall encourage energy efficiency in the design and construction of new residential housing.**

**POLICIES**

**HOU 1.8.1 Energy Efficient Incentive Programs.** The County, by 2012, shall develop an incentive program to encourage residential construction that meets the energy efficiency criteria of the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating systems, Florida Green Building Coalition (FGBC) certification, US Environmental Protection Agency (EPA) Energy Star program, or a similar third-party green building certification. The incentive program may include educational materials, expedited permitting, and/or public recognition.

**HOU 1.8.2 No Prohibition for Energy Conservation.** The County shall not prohibit the use of energy-efficient or alternative-energy practices for residences, such as photovoltaic panels, passive solar orientation of buildings, or strategic placement of landscaping materials to reduce energy consumption.

**HOU 1.8.3 Energy Efficiency Enforcement.** The County shall continue to enforce the minimum energy efficiency requirements of the Florida Building Code.



## **Chapter 10 Infrastructure Element.**

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

### **GOAL INF 1 WASTEWATER**

**Escambia County shall ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.**

#### **OBJ INF 1.1 Provision of Wastewater Service**

**Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.**

### **POLICIES**

**INF 1.1.1 Service Agreements.** Wastewater service shall be provided at established levels of service within Escambia County consistent with the Interlocal Agreement between the County and the Emerald Coast Utility Authority (ECUA), the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

**INF 1.1.2 Provider Consistency with Plan.** Escambia County shall coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan.

**INF 1.1.3 Effluent Disposal.** Escambia County shall cooperate with and assist appropriate regulatory agencies and central sewer systems to provide for additional techniques and methods for effluent disposal so as to improve the ability of ECUA (and other providers) to obtain the requisite permits for treatment upgrades and capacity expansions as they become necessary.

**INF 1.1.4 Required Septic Tank Retirement.** Escambia County shall, in coordination with the Escambia County Health Department and wastewater service providers, require all onsite sewage treatment and disposal system (i.e.,

septic tank) users to connect to an available central sewer system within the times prescribed by Section 381.00655, Florida Statutes. Sewer availability shall also be as defined in Florida Statutes.

INF 1.1.5 **Service Location Principles.** Public wastewater services shall be located in a manner that minimizes their cost and negative impacts on the natural environment and maximizes their efficiency. Escambia County will cooperate, assist, and encourage the service providers to provide wastewater service within the urbanized areas, and to limit extensions of wastewater infrastructure into rural areas.

INF 1.1.6 **Package Treatment Plants.** Escambia County shall encourage owners of package treatment plants not in compliance with Florida Department of Environmental Protection (FDEP) permit requirements to connect their systems to the ECUA regional system where available. Package plants will be permitted in rural areas when such plants are necessary to protect the health and safety of citizens or to preserve important resources.

INF 1.1.7 **Coordination on System Expansions.** Escambia County shall coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

INF 1.1.8 **Concurrency Management.** Escambia County shall ensure the maintenance of Level of Service (LOS) standards through implementation of the County's Concurrency Management System and consistency with the Capital Improvements Element.

INF 1.1.9 **Level of Service (LOS) Standards.** Average LOS standard for wastewater service shall be 210 gallons per residential connection per day and the peak LOS shall be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County shall continue to work with the water providers to ensure adequate capacity is available.

INF 1.1.10 **Facility Funding.** The construction, maintenance and operation of facilities will be the responsibility of ECUA or other service providers and funded by user fees, special assessments, developer contributions and state or federal grants or other means. Escambia County may consider additional funding mechanisms as appropriate.

INF 1.1.11 **LOS Monitoring.** Escambia County shall monitor development to ensure that the LOS standards are maintained concurrent with development, consistent with the Capital Improvements Element.

**INF 1.1.12 LOS Evaluation and Revision.** By December 2011, Escambia County shall develop a report evaluating the current Level of Service standard for wastewater service provision. This report shall examine alternative LOS standards and establish a five-year plan to achieve and maintain a LOS that is sufficient to meet the County's projected needs. Upon completion of this report, recommendations for revisions to adopted LOS standards and other related policies identified within this report shall be adopted as amendments to the Escambia County Comprehensive Plan within 18 months. The LOS will be maintained before, during and after study period. The purpose of the proposed study is to evaluate and, if necessary, revise the current LOS standards for potable water and wastewater.

**INF 1.1.13 Required New Service Connection.** All new structures intended for human occupancy shall connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system shall not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

## **GOAL INF 2 SOLID WASTE**

**Escambia County shall ensure the provision of environmentally safe and cost effective solid waste collection and disposal concurrent with the demand for such services.**

### **OBJ INF 2.1 Provisions of Solid Waste Services**

**Ensure the safe and efficient provision of solid waste services through coordination with service providers, maximized use of existing landfill facilities, maintenance of appropriate levels of service, promotion of recycling and reuse, and protection of natural resources.**

## **POLICIES**

**INF 2.1.1 Facility Funding.** The construction, maintenance, and operation of solid waste facilities will be funded by user fees.

**INF 2.1.2 Perdido Landfill Operation.** Escambia County shall provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

**INF 2.1.3 Perdido Landfill Expansion.** Escambia County shall acquire property adjacent to the Perdido Landfill so as to accommodate the long-term expansion of the facility and provide solid waste disposal capacity for future generations.

**INF 2.1.4 Level of Service (LOS) Standards.** The LOS standard for solid waste disposal shall be 6 pounds per capita per day.

**INF 2.1.5 Concurrency Management.** Escambia County shall continuously monitor growth and development to ensure that the LOS standard is maintained concurrent with development, consistent with the Capital Improvements Element.

**INF 2.1.6 LOS Evaluation and Revision.** By December 2011, Escambia County shall develop a report evaluating the current LOS standard for solid waste service provision. This report shall examine alternative LOS standards and establish a five-year plan to achieve and maintain a LOS that is sufficient to meet the County's projected needs. Upon completion of this report, recommendations for revisions to adopted LOS standards and other related policies identified within this report shall be adopted as amendments to the Escambia County Comprehensive Plan within 18 months.

**INF 2.1.7 Recycling Program.** Escambia County shall cooperate with ECUA, franchised haulers and other entities involved in the collection or generation of solid waste and recycling of waste products, in the continued development and implementation of a recycling program within the County. It is the goal of Escambia County to comply with the statewide goal of reducing the amount of recyclable solid waste disposed of in waste management facilities, landfills or incineration facilities by at least 75 percent by 2020.

**INF 2.1.8 Recycling Education.** Escambia County shall continue its public education and information campaigns aimed at informing the general public and specific solid waste generators of the benefits of recycling and other techniques designed to improve the useful life of the municipal solid waste management facilities within the County.

### **GOAL INF 3 STORMWATER MANAGEMENT**

**Escambia County shall ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.**

#### **OBJ INF 3.1 Provision of Stormwater Management**

**Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.**

## **POLICIES**

**INF 3.1.1 Existing Deficiencies.** Escambia County shall not issue development permits for projects, which fail to meet the design and performance criteria for correcting existing deficiencies.

**INF 3.1.2 County System Improvements.** Escambia County shall continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

**INF 3.1.3 Maintenance and Inspection.** Escambia County shall continue its periodic inspection and maintenance program of stormwater control structures to insure the proper functioning of such structures.

**INF 3.1.4 Stormwater Management Enforcement.** Escambia County shall continue enforcement of its stormwater management ordinance, consistent with the Capital Improvements Element and in cooperation with the municipalities and regulatory agencies, pursuant to the detailed guidance provided by Escambia County's stormwater management plan.

**INF 3.1.5 Vegetated Drainage Swales.** Where soil conditions permit, Escambia County may allow the use of vegetated swales on all new roadways and drainage rights-of-way.

**INF 3.1.6 Facility Improvement Planning.** Escambia County shall utilize the best available information contained in the 1994 Stormwater Management Plan and its subsequent updates to assist in the planning of capital stormwater projects. The goal of the project planning shall be to retrofit existing areas of the County to as near to current stormwater levels of service as possible. Updated information shall be added to the stormwater management plan as funding allows, to support development and allow planning staff to plan for the future and minimize or eliminate facility deficiencies.

**INF 3.1.7 Concurrency Management.** Escambia County shall ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

**INF 3.1.8 Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development shall be the responsibility of the developer.

**INF 3.1.9 Level of Service (LOS) Standards.** Stormwater management LOS standards shall be considered met if the application includes a stormwater management plan certified by a registered and licensed professional engineer

documenting the project's design, and subsequent construction is in compliance with the adopted LOS standard and such plan has been reviewed, inspected and approved by the County Engineer or designee. The minimum standards to be certified are:

- a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.
- b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.
- c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
- d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

**INF 3.1.10 Natural Drainage Features.** Existing functioning drainage features shall be utilized whenever sufficient capacity is available within such features. Utilization of natural drainage features shall be required when such use does not impact sensitive natural resources. The Land Development Code (LDC) shall include land use regulations that require site specific development plans to protect natural drainage features and incorporate such features into the site planning and development process.

**INF 3.1.11 Untreated Stormwater.** Channeling untreated run-off directly into receiving waters shall be prohibited. Thus, no new "direct" discharge of untreated stormwater shall be permitted. Note: For the purposes of this plan, adequate vegetative filtration of sheet flow from pervious surfaces may be considered "treatment".

#### **GOAL INF 4 POTABLE WATER**

**Escambia County shall ensure provision of environmentally safe and efficient potable water procurement, treatment and distribution concurrent with the demand for such services.**

## **OBJ INF 4.1 Provision of Potable Water Service**

**Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation and protection of natural resources.**

### **POLICIES**

**INF 4.1.1 Service Agreements.** Potable water service shall be provided at established levels of service within Escambia County consistent with the Interlocal Agreement between the County and ECUA, the Escambia County Utilities Authority Act and franchise agreements between Escambia County and other water service providers that were in operation on August 1, 1981.

**INF 4.1.2 Cooperation with Service Providers.** Escambia County shall cooperate with the various water service providers to provide for the timely and efficient provision of potable water facilities or to correct facility deficiencies.

**INF 4.1.3 Existing Facility Utilization.** The LDC shall contain provisions, regulations and incentives to encourage new development to utilize existing potable water facilities and systems to serve the needs of the development.

**INF 4.1.4 Concurrency Management.** Escambia County shall ensure the provision of potable water facilities concurrent with the demand for such facilities, but no later than the certificate of occupancy, as created by development or redevelopment through implementation of the Concurrency Management System.

**INF 4.1.5 Facility Funding.** All costs for potable water facilities shall be the responsibility of the service providers and shall be funded by user fees, special assessments, developer contributions and state or federal grants or other means. Escambia County may consider additional funding mechanisms as appropriate.

**INF 4.1.6 Developer Responsibility.** The cost of water line extensions made necessary by new development shall be the responsibility of the developer unless otherwise funded by the service provider.

**INF 4.1.7 Level of Service (LOS) Standards.** The LOS standard for potable water service within Escambia County shall be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County shall continue to work with the water providers to ensure adequate capacity is available.

**INF 4.1.8 LOS Compliance Agreements.** Escambia County shall implement the Interlocal Agreement between Escambia County and the ECUA, and shall execute agreements with the other entities providing water service in the unincorporated areas of Escambia County, to establish procedures for assurance of compliance with LOS standards.

**INF 4.1.9 LOS Evaluation and Revision.** By December 2011, Escambia County shall develop a report evaluating the current LOS standard for potable water service provision. This report shall examine alternative LOS standards and establish a five-year plan to achieve and maintain a LOS that is sufficient to meet the County's projected needs. Upon completion of this report, recommendations for revisions to adopted LOS standards and other related policies identified within this report shall be adopted as amendments to the Escambia County Comprehensive Plan within 18 months.

**INF 4.1.10 Conservation and Monitoring.** Escambia County shall promote conservation of potable water resources and periodically monitor per capita water consumption to confirm decreases over the planning time frame.

**INF 4.1.11 Mandated Conservation Measures.** Escambia County shall require compliance with all state and federal mandated water conservation measures.

**INF 4.1.12 Area of Water Resource Concern.** An area of water resources concern may be established by the Northwest Florida Water Management District (NFWFMD) to protect the area's water resources from depletion, salt water intrusion, or contamination, or from any other activity, which may substantially affect the quality or quantity of the area's water resources. Within such area, the NFWFMD may establish lower permit thresholds, maximum and minimum levels, and stipulate any limiting conditions as necessary to monitor, manage, and control the use of water. Escambia County shall cooperate with the NFWFMD in its enforcement of regulations if an area of water resources concern is established within Escambia County.

**INF 4.1.13 Additional Conservation Opportunities.** Escambia County shall implement water conservation measures for County owned and operated facilities. These measures may include, but not be limited to, the use of reclaimed water for irrigation and the use of drought tolerant landscaping. In addition, the County shall explore opportunities for establishing and coordinating water conservation programs with local potable water providers.

#### **GOAL INF 5 AQUIFER RECHARGE PROTECTION**

**Escambia County shall protect and provide for the rainfall recharge of the sand and gravel aquifer, the principal source of the County's potable water.**



## **OBJ INF 5.1 Aquifer Protection**

**Utilize LDC provisions, state funding, aquifer modeling, and other tools and resources to safeguard the long-term integrity of the sand and gravel aquifer.**

### **POLICIES**

**INF 5.1.1 Groundwater Recharge Protection.** Escambia County shall, through LDC provisions, protect groundwater recharge quantity and quality by regulating lot coverage, extent of impervious surfaces, land uses, open space and stormwater management throughout the County.

**INF 5.1.2 Abandoned Wells.** Escambia County shall cooperate with the NFWFMD to obtain state funding for an abandoned well plugging program, including requests to the legislature to fund the program. Further, Escambia County and its officials shall notify the NFWFMD anytime information becomes available to the County regarding the location, or possible location, of an abandoned well. County officials shall immediately communicate the location of any abandoned well to the NFWFMD so that the district may initiate appropriate actions.

**INF 5.1.3 Wellhead Protection.** Wellhead protection zones shall be located based in part upon the most current NFWFMD three-dimensional sand and gravel aquifer computer model. Compliance with design and performance standards pursuant to Chapter 62.532 Florida Administrative Code, is required to adopt FDEP minimum wellhead protection standards. The Potable Wells Wellhead Protection Areas Map is attached herein to this ordinance as Exhibit I.

**INF 5.1.4 Cooperation.** Escambia County shall cooperate with ECUA, the City of Pensacola and the NFWFMD in the use and application of the three-dimensional sand and gravel aquifer computer model and use the results of the model in the protection of public potable water wells and wellfields. The method of cooperation between Escambia County and the other agencies will be embodied within an Interlocal Agreement.

**INF 5.1.5 Development Review.** Escambia County shall employ the three-dimensional sand and gravel aquifer computer model in reviewing applications for development approval in areas with public potable water system wells as defined by statute.

## **Chapter 11 Coastal Management Element.**

The purpose of the Coastal Management Element is to address both the natural hazards and the natural resources particular to Escambia County as a coastal county. The element establishes the necessary protection from hazards, including limiting public expenditures that subsidize development in areas subject to natural disasters. Additionally, the element ensures an orderly and balanced utilization of coastal zone resources that conserves and restores their quality.

### **GOAL COA 1 HAZARD MITIGATION**

**Escambia County shall reduce the exposure of people and property to natural hazards and limit public expenditures in coastal areas subject to destruction by natural disaster.**

#### **OBJ COA 1.1 General Hazard Mitigation**

**Reduce the exposure of people and property to natural hazards.**

#### **POLICIES**

COA 1.1.1 **Building Code.** Escambia County shall, through adoption of the Florida Building Code, regulate the construction, alteration, use, maintenance and other aspects of buildings and structures to minimize the exposure to wind, flood, fire and other hazards.

COA 1.1.2 **Flood Hazard Maps.** Escambia County shall, through Land Development Code (LDC) provisions and adoption of the County Flood Insurance Study with accompanying Flood Insurance Rate Maps, regulate land use and development within areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA).

COA 1.1.3 **Flood Elevation.** Escambia County shall, as supported by federal emergency management regulations (Title 44, Code of Federal Regulations (CFR) 60.1) and the County's experience of significant flood hazard events, require additional height above the base flood elevation to more effectively reduce the exposure of people and property to losses from flood hazards.

COA 1.1.4 **Beach and Dune Systems.** The County shall protect and enhance the primary dune system. The LDC shall contain provisions requiring dune protection and shall specifically require the planting of sea oats by new development in primary dune areas. Dune enhancement projects shall through the local hazard mitigation strategy. Dune enhancement projects may include the planting of native salt tolerant dune vegetation, installation of sand fences, beach/dune renourishment, and other similar activities that assure the existence, integrity and function of dunes.

COA 1.1.5 **Stormwater Management.** Escambia County shall, through LDC provisions and periodic drainage basin studies, improve existing public stormwater management systems and assure the provision of adequate drainage facilities concurrent with the demand for such facilities to reduce the exposure of people and property to flood hazards.

COA 1.1.6 **Wastewater Systems.** Escambia County shall, through LDC provisions and coordination with sanitary sewer providers, expand environmentally safe and efficient wastewater collection, treatment and disposal systems, especially in developed areas where elimination of septic tanks may improve public health and safety through reduced contamination of surface water and groundwater resources.

COA 1.1.7 **Future Land Use and Zoning.** Escambia County shall, through Future Land Use categories, zoning districts, and LDC provisions, regulate land use and development to reduce the exposure of people and property to natural hazards.

COA 1.1.8 **Mitigation Strategy.** Escambia County shall, particularly through the Local Mitigation Strategy (LMS), coordinate with other local and regional governing and regulating authorities, private and civic organizations, and others with interest in mitigation strategies and initiatives, to reduce the exposure of people and property to natural hazards.

COA 1.1.9 **Emergency Management.** Escambia County shall update and implement its Comprehensive Emergency Management Plan, utilizing best available information and data, including recommendations and guidance provided in the Northwest Florida Hurricane Study (U.S. Army Corps of Engineers, July 1999), the Escambia County Hurricane Evacuation Clearance Time Model prepared by PBS&J, subsequent revisions to these, and other appropriate sources as they become available.

COA 1.1.10 **Report Recommendations.** Escambia County shall incorporate recommendations from various interagency hazard mitigation reports, as practical.

## **OBJ COA 1.2 Coastal High-Hazard Area**

**Direct population concentrations away from coastal high-hazard areas, limiting development within those areas and any public expenditure that subsidizes development there.**

## **POLICIES**

COA 1.2.1 **Establishment and Adoption.** The Coastal High-Hazard Area (CHHA) of Escambia County shall be established as “the area below the elevation of the Category 1 Storm Surge Line as established by a Sea, Lake, and Overland Surges from Hurricane (SLOSH) computerized storm surge model.” Escambia County adopted the Coastal High-Hazard Area Map as the delineation of the CHHA and will use the most current SLOSH model to maintain the map. The CHHA Map is attached herein to this ordinance as Exhibit J.

COA 1.2.2 **Expenditure Limits.** Public expenditures within the CHHA shall be limited to the provision or support of recreation uses (i.e., parks), improvements required to increase public beach access, erosion control devices and infrastructure necessary to correct pre-existing deficiencies.

COA 1.2.3 **Facilities Criteria.** Escambia County shall not place new public facilities within the CHHA unless the following criteria are met:

- a. The facility is necessary to protect human lives or preserve important natural resources; and
- b. The service provided by the facility cannot be provided at another location outside the CHHA; and
- c. The facility is designed to provide the minimum capacity necessary to meet Level of Service (LOS) standards for its service area and its sizing is consistent with the densities and intensities reflected on the future land use map.

COA 1.2.4 **Infrastructure Inventory.** Escambia County shall maintain an inventory of infrastructure located within the CHHA. The 1995 report on coastal infrastructure shall be updated annually. The Comprehensive Plan Implementation Committee shall produce a report for consideration by the Escambia County Board of County Commissioners (BCC) that presents opportunities to relocate or replace such infrastructure.

COA 1.2.5 **Prohibited Uses.** Escambia County shall, through LDC provisions, prohibit the location of new group homes, nursing homes, or other uses that have special evacuation requirements in the CHHA.

COA 1.2.6 **Mobile Home Development.** The Escambia County shall, through LDC provisions, not allow new mobile home developments within the CHHA.

COA 1.2.7 **Post-disaster Assessment.** Escambia County staff shall, as part of the post-disaster review of a hurricane or other major storm event, reassess the current and future populations within the CHHA and provide recommendations to the BCC within 12 months of the storm event.

## **OBJ COA 1.3 Population Evacuation**

**Maintain the capability to promptly and safely evacuate people from hazard prone areas in the event of an impending hurricane or other natural disaster.**

### **POLICIES**

COA 1.3.1 **Evacuation Zones.** Escambia County shall establish and maintain hurricane evacuation zones based on storm intensity categories.

COA 1.3.2 **Infrastructure Improvements.** Escambia County shall, by ordinance, provide for funding sources for infrastructure improvements necessary to meet hurricane evacuation standards including, but not limited to, the creation of tax increment financing districts. Following the adoption of any such ordinance, the Five-Year Schedule of Capital Improvements shall be amended to identify the tax increment, or other financing funds allocated and available for each infrastructure improvement. The identification and availability of such funding shall be a prerequisite to approval of any development that requires an increase or expansion of infrastructure.

COA 1.3.3 **Roadway Clearance Times.** Escambia County shall maintain a 12-hour roadway clearance time for hurricane evacuation to the nearest shelter that is reasonably expected to accommodate existing residents, a percentage of tourists, and any new residents that are expected from development approvals or potential future land use amendments that increase density. Time to the nearest shelter with adequate capacity shall be assessed based upon a category five storm event as measured on the Saffir-Simpson scale.

COA 1.3.4 **Transportation Planning.** Escambia County shall support critical roadway segment improvements through participation with the Florida-Alabama Transportation Planning Organization (TPO) and interaction with the Florida Department of Transportation (FDOT) to further reduce hurricane evacuation times. The Evacuation Routes / Evacuation Zones Map is attached herein to this ordinance as Exhibit K.

COA 1.3.5 **Special Needs Evacuees.** Escambia County shall implement the evacuation procedures for special needs evacuees as outlined in the Comprehensive Emergency Management Plan. The Division of Emergency Management will maintain a voluntary register of people who need assistance during an evacuation as required by Chapter 252, Florida Statutes. The Division of Emergency Management will ensure that an annually updated list of special needs shelters is available and maintained at the emergency operations center.

COA 1.3.6 **Interstate Highway Improvements.** Escambia County shall support improvements to the Interstate Highway System serving northwest Florida.

Specifically, the County shall support and encourage the construction of a new segment of interstate connecting I-10 and I-65; however, the County's support is contingent upon the location of the connecting segment being within or in close proximity to Escambia County so as to provide improved hurricane evacuation times from the County's coastal areas.

**COA 1.3.7 Coordination with Alabama.** Escambia County will continue yearly intergovernmental coordination efforts with State of Alabama officials regarding hurricane evacuation.

**COA 1.3.8 Development Impact Analysis.** The Comprehensive Plan Implementation Annual Report shall include an analysis of proposed and new developments' impact on hurricane evacuation times. The BCC, upon receipt of the report from the Local Planning Agency (LPA), will address any deficiencies identified in the report and take corrective measures as necessary. The report and recommendations will consider the actual development that has occurred during the evaluation period (preceding 12 months) as well as the projected development anticipated to be approved during the succeeding evaluation period. The needed corrective actions by the BCC will maintain or reduce the County's adopted roadway clearance time.

**COA 1.3.9 Development Orders.** All development order applications that propose 50 or more dwelling and/or lodging units (on a one-time or cumulative basis) within the CHHA shall be evaluated for impact to roadway evacuation times to shelter. Additionally, through LDC provisions, the County may require such evaluation of other developments based on the number and location of new units proposed. Escambia County shall not issue a development order for a project if it is determined that the proposed development would cause the adopted roadway evacuation time for hurricane evacuation to shelter to be exceeded.

Hurricane evacuation times shall be evaluated based on all existing and vested development in the County, including individual building permits for buildings that are not part of a larger development plan approval.

**COA 1.3.10 Notifications.** Escambia County shall notify households of their need to evacuate at various threat levels. Hotels, motels and other similar facilities shall conspicuously post the need for evacuation, evacuation routes and shelter locations.

**COA 1.3.11 Roadway Lane Changes.** Escambia County shall allow reverse laning on multi-lane roadways and evacuation routes during evacuation events in cooperation with public safety officials (Florida Highway Patrol, Escambia County Sheriff's Office, Gulf Breeze and Pensacola Police Departments, etc.).

COA 1.3.12 **Shelter Locations.** The Escambia County Division of Emergency Management shall identify appropriate shelter locations for evacuees. The Division of Emergency Management shall work with the Escambia County School District, the University of West Florida, Pensacola Junior College, and the Northwest Florida Chapter of the American Red Cross (ARC) to identify additional shelter capacity, based on ARC 4496 structural criteria, through mitigation projects and the incorporation of enhanced hurricane protection areas into new construction projects. The County may establish a County-wide fee to pay for hurricane evacuation shelters and other necessary mitigation measures, operational capabilities, and infrastructure necessary to maintain the adopted hurricane evacuation LOS.

COA 1.3.13 **Adopted Routes.** Escambia County's Hurricane Evacuation Route Map identifies the adopted hurricane evacuation routes.

COA 1.3.14 **Roadway Improvements.** Escambia County shall promote, to the greatest extent possible, roadway improvements identified by state and local transportation organizations as critical to hurricane evacuation.

#### **OBJ COA 1.4 Redevelopment**

**Reduce or eliminate unsafe conditions and inappropriate land use through post-disaster redevelopment and as other opportunities occur.**

#### **POLICIES**

COA 1.4.1 **National Flood Insurance.** Escambia County shall participate in the National Flood Insurance Program (NFIP) in conformance with Public Law 93-288.

COA 1.4.2 **Post-Disaster Plan.** Escambia County shall implement the Post Disaster Redevelopment Plan whose purpose is to reduce or eliminate the exposure of human life and public and private properties to natural hazards. Additionally, the plan distinguishes between immediate repair and cleanup actions needed to protect public health and safety and long-term repair and redevelopment activities. To assist with the implementation of this policy, the County shall maintain an inventory of areas that have experienced repeated damage from coastal storms. The County will use the inventory in guiding and directing redevelopment activities, including those activities associated with repairing or relocating infrastructure.

COA 1.4.3 **Priority Recovery Actions.** Escambia County shall give permitting priority to immediate recovery actions needed to protect public health and safety following hurricane storm events or natural disasters. Such priority actions will include, but not be limited to, debris removal; roadway and infrastructure repair; water use restrictions, if necessary; access restrictions, if required to protect lives

or property; and other similar activities needed to assure the safe movement of people, goods and supplies within the impacted area. Long-term repair or recovery actions, such as relocating infrastructure, rebuilding of damaged structures and the like, will be distinguished from the short-term actions herein described.

**COA 1.4.4 Structure Damage Criteria.** The Post Disaster Redevelopment Plan shall be re-evaluated within one (1) year of a disaster or a minimum of every five (5) years if no disasters occur. The Post Disaster Redevelopment Plan will provide a process and criteria for the relocation, removal or modification of damaged structures. The criteria will include, but not be limited to:

- a. Compliance with national flood insurance minimum elevation and construction standards;
- b. Conformance with coastal construction standards pursuant to Chapter 161, Florida Statutes;
- c. Hazard mitigation sufficiency;
- d. Extent of damage;
- e. The impact the removal or modification of the structure would have on:
  1. Important natural resources;
  2. Infrastructure;
  3. The need to protect lives and property;
  4. Financial feasibility; and
- f. Consistency with the requests, recommendations or permits issued by state or federal regulatory agencies.

**COA 1.4.5 Public Safety Recommendations.** The Escambia County Public Safety Official shall make recommendations to the BCC, as needed, regarding Comprehensive Plan and ordinance amendments to insure consistency with the Comprehensive Emergency Management Plan and applicable inter-agency hazard mitigation reports.

**COA 1.4.6 Intergovernmental Task Force.** An Intergovernmental Task Force, as outlined in the Post Disaster Redevelopment Plan, shall foster cooperation between local governments during pre-disaster planning, post-disaster mitigation analysis, and redevelopment. Additionally, the task force will be activated and mobilized for a minimum of 60 days following a disaster declaration. The task force will make recommendations concerning predisaster planning, post-disaster mitigation analysis, and redevelopment for inclusion in the Comprehensive Plan Implementation Annual Report of every fiscal year during which it was mobilized.

**COA 1.4.7 Local Mitigation Strategy.** Escambia County shall maintain and update the adopted LMS (approved by FEMA in 2004) at five-year intervals. The Planning Official shall ensure LMS coordination among the County's Emergency Management, the Emergency Medical Services, 911 Communication, Fire



Services, law enforcement agencies, ARC, civic groups, other local, state, and regional agencies and Escambia County planning staff to predict and assign future responsibilities for pre-disaster planning, response, recovery, and mitigation activities.

#### **OBJ COA 1.5 Levels of Service**

**Ensure that satisfactory LOS standards, consistent with Escambia County Concurrency Management System, are maintained within the coastal area.**

#### **POLICIES**

COA.1.5.1 **Concurrency Management.** Escambia County will ensure that required infrastructure is available to serve proposed development or redevelopment in the coastal areas by implementing the concurrency management system described in the Concurrency Management System Element and implemented through the Infrastructure, Mobility and Capital Improvement Elements.

COA 1.5.2 **Evacuation Requirements.** All proposed development or redevelopment within the coastal area shall be consistent with safe evacuation requirements established by this plan and the Escambia County LDC.

#### **GOAL COA 2 COASTAL RESOURCE PROTECTION**

**Escambia County shall maintain, restore, and enhance the overall quality of the coastal environment, utilizing and preserving all coastal resources consistent with sound conservation principles, including restricting development activities.**

#### **OBJ COA 2.1 General Coastal Resource Protection**

**Protect, conserve, and enhance coastal ecosystems, environmentally sensitive areas, water resources, living marine resources, remaining coastal barriers, wildlife habitats and other natural coastal resources.**

#### **POLICIES**

COA 2.1.1 **Consistency with Plan.** In addition to the provisions of the Coastal Management Element, the coastal ecosystems, environmentally sensitive areas, water resources, living marine resources, remaining coastal barriers, wildlife habitats, and other natural coastal resources of Escambia County shall be protected, conserved and enhanced consistent with the goals, objectives and policies of the Conservation Element of this plan.

**COA 2.1.2 Resource Monitoring.** Escambia County staff shall monitor the resources referenced in Objective COA 2.1 and provide recommendations to the BCC regarding their protection, conservation, and enhancement. Monitoring data and recommendations shall be included in the Comprehensive Plan Implementation Annual Report and shall include at least:

- a. Changes in the total acreage of coastal wetlands and the extent of coastal wetland communities;
- b. Changes in the volume of the commercial fish catch and the amount of fish and shellfish annually landed;
- c. Changes in acreage of protected land on barrier islands; and
- d. Changes in acreage of coastal lands held for conservation and recreation use.

**COA 2.1.3 Development Impact Limits.** Escambia County shall, through LDC provisions and other measures, limit the specific and cumulative impacts of development or redevelopment upon the resources referenced in Objective COA 2.1.

**COA 2.1.4 Habitat Conservation.** Escambia County shall protect the habitat of protected species on Perdido Key through the development and implementation of a comprehensive Habitat Conservation Plan in coordination with the U.S. Fish and Wildlife Services (FWS) and the Florida Fish and Wildlife Conservation Commission (FFWCC). Until the Habitat Conservation Plan becomes effective, the County shall implement an existing Intergovernmental Coordination Agreement that requires permit coordination and mitigation for any habitat of a listed species that is taken.

**COA 2.1.5 Interlocal Agreements.** Escambia County shall protect estuaries within the jurisdiction of the County and other local governments through Interlocal Agreements with the City of Pensacola, the City of Gulf Breeze, and Santa Rosa County. The agreements will establish procedures whereby each government will be afforded the opportunity to review development proposals that affect Escambia Bay, Santa Rosa Sound, East Bay or other water bodies deemed appropriate. The agreements shall ensure that adequate sites for water dependent uses are made available, estuarine pollution is prevented, surface water runoff is controlled, living marine resources are protected, exposure to natural hazards is reduced and public access to the shorelines is maintained.

#### **OBJ COA 2.2 Shoreline Use Protection**

**Preserve adequate shoreline for public access and recreational and commercial water-dependent and water-related uses.**

## POLICIES

COA 2.2.1 **Structure Setbacks.** Escambia County shall require natural shorelines wherever possible. Development shall be required to provide adequate setbacks for structures other than water-dependent/water-related and stormwater management. A minimum 15' setback is required for construction activities proposed along shorelines. The setback shall be measured from the mean high water line.

Exemptions: Bulkheads, gazebos, docks, walkways, piers, and boathouses may be constructed within this setback.

COA 2.2.2 **Shoreline Siting Priorities.** Escambia County shall, through zoning districts and LDC provisions, regulate shoreline land uses. Additionally, the uses shall be limited to the following, listed in descending order of priority:

- a. Conservation or recreation;
- b. Water-dependent commercial/industrial;
- c. Residential;
- d. Water-related commercial/industrial.

COA 2.2.3 **Waterfront Use Priorities.** Escambia County shall, through zoning districts and LDC provisions, regulate the siting of water-dependent and water-related commercial/industrial uses. Additionally, the uses shall be limited to the following, listed in descending order of priority:

- a. Public use marinas;
- b. Water-dependent utilities;
- c. Water-dependent industries and associated docking facilities;
- d. Docks for water-dependent industry;
- e. Water-related industries and associated docking facilities;
- f. Docks for water-related industry.

COA 2.2.4 **Marina Siting Regulations.** Escambia County shall, through LDC provisions, regulate the development of marinas and provide incentives to exceed minimum standards, to resist the impacts of natural disasters and minimize impacts to submerged aquatic vegetation and water quality.

COA 2.2.5 **Public Access.** Escambia County shall enforce the public access requirements of the Coastal Zone Protection Act of 1985 and shall include such requirements within the LDC.

COA 2.2.6 **County-Owned Sites.** Escambia County shall maintain County-owned shoreline or open space access sites and provide adequate parking facilities for each site.

**COA 2.2.7 Federal and State Assistance.** Escambia County shall seek all available federal and state financial assistance to increase public access to the shoreline.

**COA 2.2.8 Alternative Public Access.** Escambia County's development review process shall consider impacts of development or redevelopment on publicly established access ways to the beach. Developments that would preclude such access shall not be approved unless a comparable alternative access way is provided as a condition of development approval.

**COA 2.2.9 Public Access Acquisition.** Escambia County shall continually coordinate with local real estate professionals to develop, prioritize and update a list of shoreline sites for potential public acquisition with the intent to obtain title, easements or other ownership interest in areas commonly used for public access.

**COA 2.2.10 Public Access Inventory.** Escambia County shall maintain and update on a two-year cycle an inventory of public beach access facilities, including those in the coastal area, and periodically survey conditions at those sites.

**COA 2.2.11 Publicly-Maintained Shoreline.** Escambia County shall provide public access to shoreline nourished at public expense. This access shall be provided at one-half mile intervals or less, as practical.

### **OBJ COA 2.3 Beach and Dune Protection**

**Protect beaches and dunes and restore degraded beach and dune systems.**

#### **POLICIES**

**COA 2.3.1 Dune Protection and Enhancement.** Escambia County shall protect and enhance the primary dune and other dune systems as appropriate. The County will seek funding for dune enhancement projects through the LMS. Dune enhancement projects may include the planting of native salt tolerant vegetation, installation of sand fences, beach/dune nourishment, and other similar activities that assure the existence, integrity and function of dunes.

**COA 2.3.2 Shoreline Protection Zones.** Escambia County shall establish shoreline protection zones and preserve beaches, dunes and other shoreline resources. For all gulf-front properties, the protection zone shall commence at the mean high water line and run landward to the 1975 Coastal Construction Control Line (CCCL). The County shall regulate within the zone by requiring a landward setback greater than or equal to the 1975 CCCL boundary for major structures, minor structures, and uninhabitable major structures. To prevent takings, Pensacola Beach gulf-front properties that have an insufficient building

area to rebuild or redevelop may request a variance to allow reconstruction of a similar structure provided that intrusion into Shoreline Protection Zone is reduced to the maximum extent possible.

COA 2.3.3 **State and Federal Permits.** No new construction seaward of the CCCL will be allowed until the applicant for such construction has obtained all necessary permits and approvals from state or federal regulatory agencies.

COA 2.3.4 **Beach and Shoreline Regulations.** Escambia County shall protect beach and shoreline systems. These regulating provisions shall be reviewed annually for the Comprehensive Plan Implementation Annual Report and updated as necessary to address concerns and issues including, but not limited to, the following:

- a. "White Sand" regulations;
- b. Shoreline protection zone;
- c. CCCL-related regulations;
- d. Dune replenishment, enhancement and re-vegetation programs;
- and
- e. Wetland and environmentally sensitive area regulations.

COA 2.3.5 **Beach Nourishment Assistance.** Escambia County shall continue its practice of cooperating with, and encouraging, the U.S. Army Corps of Engineers (ACOE) and the Florida Department of Environmental Protection (FDEP) to nourish public beaches using white sand made available by maintenance dredging of Pensacola Pass, the bays, bayous and/or sound, or other water bodies within or near Escambia County.

COA 2.3.6 **Beach Hardening Restrictions.** No hardening (seawalls, break waters, revetments, etc.) of gulf beaches shall be allowed unless such hardening has been determined to have an overriding public purpose. Such determination, by necessity, will be made cooperatively between all regulatory agencies having authority over the gulf beaches.

COA 2.3.7 **State and Federal Funds.** Through the LMS, Escambia County shall jointly seek state or federal funding, for the development and establishment of a "Dune Restoration and Protection Program" that will be applicable to all County-owned shoreline areas.

COA 2.3.8 **Conservation and Recreation Future Land Use.** Escambia County shall implement provisions applicable to the designated Recreation (REC) and Conservation (CON) future land use areas on Santa Rosa Island and Perdido Key that provide for public use and recreation while maintaining the important natural features, functions, and habitats of the areas. The provisions shall minimize the impacts of development on sensitive natural systems and will include:

- a. Prevention of motor vehicle traffic on beaches and dune areas, excluding publicly authorized vehicles;
- b. Prevention of destruction of native vegetation from beach pedestrian traffic by providing boardwalks and dune walkover structures;
- c. Improvement of parking at high-use beach sites;
- d. Placement of secure bicycle racks at beach sites to encourage bicycle transportation;
- e. The preparation and implementation of techniques needed to protect established or identified nesting bird colonies, including restrictions on public access to such nesting areas; and
- f. Limitations on public access or the provision of alternate routes in environmentally sensitive beach dune areas (i.e., dunes undergoing restabilization).

## **Chapter 12 Conservation Element.**

The purpose of the Conservation Element is to ensure the protection of Escambia County's natural resources. The conservation and appropriate use of these resources is critical to maintaining a high quality of life for County residents and ensuring sustainable economic growth. The goals, objectives and policies of this element are intended to guide the management of air, water, soil, mineral, vegetative, wildlife and other natural resources in fulfillment of this purpose without County duplication of federal and state requirements.

### **GOAL CON 1 RESOURCE MANAGEMENT**

**Escambia County shall conserve, protect and appropriately use all natural resources.**

#### **OBJ CON 1.1 General Resource Management**

**Effectively manage the natural resources of Escambia County through sound conservation principles.**

### **POLICIES**

**CON 1.1.1 Environmentally Sensitive Lands.** Escambia County shall inventory the County's environmentally sensitive lands as defined in Chapter 3, Definitions. The Escambia County Wetlands Map and the Escambia County Special Flood Hazard Areas Map are attached to this ordinance as Exhibits L and M, respectively.

**CON 1.1.2 Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.

**CON 1.1.3 Resource Status Indicators.** Escambia County shall utilize surveys, sampling, and other available data sources to assess indicators of natural resource gains or losses.

**CON 1.1.4 Species Diversity.** Escambia County shall maintain and enhance plant and animal species diversity and distribution within the County.

**CON 1.1.5 Open Space Minimums.** Escambia County shall provide incentives to exceed minimum standards to preserve or establish minimum open space within developments to ensure public health, safety, and welfare, to provide

recreational and aesthetic benefits, and to accommodate groundwater recharge, tree canopy cover, wildlife habitat and other natural resource functions.

**CON 1.1.6 Natural Reservation Protection.** Escambia County shall protect existing natural reservations as identified in the Recreation and Open Space Element, or as may additionally be created by action of the federal, state or County government.

**CON 1.1.7 Habitat Management.** Escambia County shall require a habitat management plan for those lands identified as providing listed species habitat within its jurisdiction. The habitat management plan shall be submitted and approved by the wildlife agency or agencies having jurisdiction over the species prior to the approval of the site plan or functional equivalent.

**CON 1.1.8 Habitat Protection.** Escambia County shall coordinate with the FDEP, FFWCC and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County. The County shall provide to the appropriate regulatory agencies copies of applications for development approval anytime it is deemed that such development may impact fisheries, fishery habitats, wildlife habitats and/or other regulated marine or wildlife resources.

**CON 1.1.9 Endangered Species.** Escambia County shall not approve a development permit if construction pursuant to the permit would threaten the life or habitat of any state or federal listed species unless an Incidental Take permit or other approval has been granted from those state and/or federal agencies having jurisdiction over the resource.

**CON 1.1.10 Public Land Acquisition.** Escambia County shall develop and maintain a list of recommended areas for public acquisition. Such areas will include, but not be limited to, habitat for protected species and parcels that would further the establishment of connected greenways.

**CON 1.1.11 Public Land Restoration and Enhancement.** Escambia County shall continually work to restore and/or enhance degraded natural areas within publicly owned lands. Restoration or enhancement may include such activities as removal of nonnative vegetation, reforestation, shoreline or dune restoration, or restoration of natural hydrology.

## **OBJ CON 1.2 Air Resources**

**Maintain or improve ambient air quality to protect public health and the environment.**



## **POLICIES**

**CON 1.2.1 State and Federal Regulation.** Escambia County shall, through LDC provisions, require any development with emissions that may degrade air quality to comply with all applicable federal and state regulations regarding emission control. New development with the potential to emit air pollutants will be required to obtain the necessary permits from FDEP and/or the U.S. Environmental Protection Agency (EPA) prior to emission of any regulated quantities of pollutants.

**CON 1.2.2 County Enforcement Responsibilities.** Escambia County shall assist in the maintenance of air quality standards within its jurisdiction in conformance with state and federal air quality guidelines. The County shall notify the operator of any facility that is believed to be degrading air quality within the County of such degradation. In addition, the County shall notify the appropriate regulatory agency and encourage the agency to investigate the potential violation of air quality standards and guidelines.

**CON 1.2.3 Industrial Use Impacts.** Industrial land uses shall minimize their negative impacts on air quality. When incompatible with neighboring or proximate residential, conservation, or environmentally sensitive areas, industrial land uses shall be directed to alternative sites where their impacts are minimized.

**CON 1.2.4 County Vehicle Efficiency.** Escambia County shall establish a program to replace County-owned vehicles conventionally powered with gasoline or diesel fuel with higher efficiency hybrid vehicles or alternative fuel (i.e., natural gas) vehicles.

**CON 1.2.5 Open Burning Education.** Escambia County shall develop and implement a program to educate the public regarding County and state laws regulating open burning.

**CON 1.2.6 Transportation Alternatives.** Escambia County shall support and encourage carpooling, mass transit, non-motorized modes of transportation, and other efforts to reduce fuel consumption and motor vehicle miles traveled.

**CON 1.2.7 Motor Vehicle Pollution Reduction.** Escambia County shall continually pursue measures to reduce air pollution from motor vehicles. This will include minimizing waiting times at traffic lights, improving public transportation, and other transportation demand management techniques as referenced in this plan.

### **OBJ CON 1.3 Surface Water Resources**

**Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.**

## **POLICIES**

CON 1.3.1 **Stormwater Management.** Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

CON 1.3.2 **Agriculture Management Practices.** To minimize the potential for discharge of contaminants into water bodies designated as Outstanding Florida Waters and Aquatic Preserves, Escambia County shall coordinate with the Natural Resource Conservation Service (NRCS), or other agencies as deemed acceptable, to develop and implement best management practices (BMPs) for agricultural land uses and include provisions within the LDC that would require all agricultural land uses to implement these practices.

CON 1.3.3 **Silviculture Management Practices.** Escambia County shall allow silviculture and unimproved pastures within wetland areas provided the activities follow the BMPs as outlined in the current Silviculture Best Management Practices publications (Florida Department of Agriculture and Consumer Services, Division of Forestry).

CON 1.3.4 **Monitoring and Recommendations.** Escambia County shall utilize FDEP's annual water quality assessment and other sources to monitor surface water systems. Water quality ratings shall be monitored for the Escambia River, Pensacola Bay, Perdido Bay, and Perdido River basins and other locations as appropriate. Monitoring data and recommendations shall be included in the Comprehensive Plan Implementation Annual Report.

CON 1.3.5 **Studies and Programs.** Escambia County shall support existing studies and programs and the funding of future studies and programs that will determine water quality conditions, sediment conditions, sources of contamination, and necessary actions to improve conditions of surface water systems and their suitability for aquatic life. The County shall support actions necessary to improve and protect surface water systems.

CON 1.3.6 **Cooperative Cleanup Efforts.** Escambia County shall cooperate with federal, state and local agencies in their efforts to cleanup water bodies within and adjoining the County that have shown a documented decline in water quality and decreased suitability for indigenous aquatic life. Such cooperation shall include, but not be limited to, sharing of information and coordination with adjacent jurisdictions on applications for funding of cleanup and enhancement efforts in these areas.

**CON 1.3.7 Wetland Development Provisions.** Development in wetlands shall not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands shall be restricted to allow residential density use at a maximum of one unit per five acres or to the density established by the future land use map containing the parcel, whichever is more restrictive, or one unit per lot of record if less than five acres in size. (For this policy, lots of record do not include contiguous multiple lots under single ownership.)

a. Prior to construction in wetlands, all necessary permits must have been issued by the FDEP, and/or NFWFMD, as required by the agency or agencies having jurisdiction, and delivered to the County.

b. With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:

1. Wetlands that are contiguous to Class II or Outstanding Florida Waters;
2. Wetlands located in the FEMA Special Flood Hazard Areas;
3. Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the Florida Fish and Wildlife Conservation Commission or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Ordinance as Exhibits O and P, respectively.

**CON 1.3.8 Density Clustering.** Escambia County shall require buffers between development and environmentally sensitive areas including wetlands. The purpose of the buffer is to protect natural resources from the activities and impacts of development.

a. The buffer shall function to provide protection to the natural resources from intrusive activities and negative impacts of development such as trespass, pets, visual impacts, vehicles, noise, lights, and stormwater. Incompatibility between the uses shall be minimized or eliminated so that the land uses can co-exist over time with the environmentally sensitive area.

b. Buffer Types: The buffer may be a landscaped natural barrier, a natural barrier, or supplemented with fencing or other manmade barrier, so long as the function of the buffer and intent of the policy is fulfilled.

Buffers for Wetlands as defined by the Florida Department of Environmental Protection: A minimum buffer of 25' measured landward of the jurisdictional line is required. Intrusion into the buffer by development activities may be allowed provided a minimum 15' buffer remains and an equal amount of square feet of buffer loss is provided within the development site along the impacted wetland complex (limited buffer averaging). Escambia County shall include density clustering provisions in the LDC to avoid development in environmentally sensitive lands, conservation and preservation areas, and, wherever feasible, airfield influence planning districts (AIPD).

#### **OBJ CON 1.4 Groundwater Resources**

**Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.**

#### **POLICIES**

**CON 1.4.1 Wellhead Protection.** Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

**CON 1.4.2 County Facilities Procedures.** Escambia County shall establish and implement standard operating procedures at all County-operated facilities that use, store, or dispose of materials that have the potential to contaminate groundwater if improperly handled.

**CON 1.4.3 Coordinated Water Supply Protection.** Escambia County shall coordinate with the Emerald Coast Utilities Authority (ECUA) and other water suppliers, the City of Pensacola, NFWMD and the FDEP when implementing policies related to the protection of potable water resources.

**CON 1.4.4 Emergency Water Conservation.** In cooperation with NFWMD, Escambia County shall implement any emergency water conservation plans necessary to protect the sand and gravel aquifer during periods of insufficient recharge.

#### **OBJ CON 1.5 Soil and Mineral Resources**

**Regulate the extraction of soil and mineral resources and other land disturbance activities to ensure uses and activities are compatible with site**

**conditions and to prevent adverse impacts to the quality of other resources, land uses, or activities.**

## **POLICIES**

**CON 1.5.1 Erosion Control.** Escambia County shall, through LDC provisions, address the use of appropriate erosion control measures during all construction and other land disturbance activities to minimize off-site migration of soil particles.

**CON 1.5.2 Extraction and Reclamation Limitations.** Resource extraction and reclamation activities are considered unique non-residential uses due to their transient nature and the eventual restoration of affected lands to post mining land uses. However, through LDC provisions, Escambia County shall prohibit resource extraction activities within environmentally sensitive areas that cannot be completely restored, within wellhead protection areas, within the Coastal High-Hazard Area (CHHA), within one-half mile of aquatic preserves, Class II waters, Shoreline Protection Zone 1, or Outstanding Florida Waters, and within all future land use categories except Agriculture, Rural Community, Industrial, and Public. Additionally, resource extraction in the form of borrow pits shall be prohibited abutting state and federal parks, within floodplains, or near existing residential uses, residential zoning districts, or subdivisions intended primarily for residential use. Reclamation activities to restore previously mined lands to an intended post-mining land use may be allowed in any future land use category.

**CON 1.5.3 Extraction and Reclamation Compatibility.** Escambia County shall permit extraction of soils and mineral resources and site reclamation only where compatible with adjacent land uses and where minimal resource degradation will occur. The determination of minimal degradation, if necessary, will be made in cooperation with the appropriate state or federal agencies regulating resource extraction and reclamation activities. The locations where these activities may be allowed, if not otherwise prohibited, shall be determined based on geological constraints and shall be regulated by the applicable zoning district and performance standards established for such activities within the LDC.

**CON 1.5.4 Extraction and Reclamation Review.** Escambia County shall subject all new or expanded resource extraction and reclamation activities to a mandatory development review process to assess technical standards for public safety, environmental protection, and engineering design. The review shall require:

- a. Protection of public health;
- b. Compliance with all applicable state and federal policies and regulations;
- c. Enforcement of the County's environmental and solid waste regulations;

- d. A reclamation plan to restore affected lands within a reasonable timeframe to the intended post-mining land use consistent with the surrounding environment;
- e. Buffers between resource extraction or reclamation activities and adjacent existing or allowed future uses;
- f. Maintenance of level of service standards for commercial traffic on access roadways; and
- g. Prevention of soil erosion or adverse effects to the quality of air, groundwater, surface water, wildlife, or other natural resources.

### **OBJ CON 1.6 Vegetation Resources**

**Require and encourage land development and landscaping practices that conserve, appropriately use, and protect native vegetation, and that maintain and enhance plant species diversity.**

#### **POLICIES**

**CON 1.6.1 Urban Forest Preservation.** Escambia County defines the trees and other vegetation within and around the developed areas of the County as an urban forest, and recognizes that a healthy, diverse, and well-managed urban forest is an important public asset. The County shall preserve, maintain, and support the urban forest, requiring the maximum practical preservation of existing native vegetation with all development.

**CON 1.6.2 Identification and Protection.** Escambia County shall ensure the identification and protection of vegetation through LDC provisions that require protected trees and unique vegetative communities to be accurately located and described on development plans submitted for approval. In addition, the plans must include implementation provisions, such as effective temporary construction barricades, for the protection and preservation of vegetation not approved for removal. Unique vegetative communities include, but are not limited to, wetlands.

**CON 1.6.3 Tree Protection.** Escambia County shall protect trees through LDC provisions, giving priority to native hardwood species and consideration to tree condition, size, maturity, wind resistance, drought tolerance, species diversity, uniqueness (i.e., Champion), and historic association. Specific criteria shall be provided for exemptions from protection, including size, species, invasiveness, condition, structure, and emergencies.

**CON 1.6.4 Urban Forest Management.** Escambia County shall, through LDC provisions and other measures, sustain and promote the urban forest by:

- a. Increasing tree age and species diversity for long-term forest stability,
- b. Requiring sufficient planting of trees to compensate for removals,

- c. Increasing the proportion of wind-resistant trees to make future storms less devastating,
- d. Emphasizing the use of native species to reduce irrigation needs and improve plant establishment, survival, and vitality,
- e. Increasing tree canopy cover for effective shading, temperature moderation, stormwater abatement, and other benefits,
- f. Allowing or requiring appropriate removal of dying, diseased, damaged, hazardous, and invasive trees.

CON 1.6.5 **Impact Mitigation.** Escambia County shall, through LDC provisions, require mitigation to adequately offset the removal of protected vegetation. Protected tree removal shall require replacements and code provisions shall address quantity, quality, size, species, and location requirements. Additionally, the provisions shall allow in-lieu payments to the County for support of general tree replacement and restoration of functional benefits provided by the urban forest when tree replacements cannot be reasonably accommodated within the removal parcel.

CON 1.6.6 **Non-compliance Penalties.** Escambia County shall adopt monetary and other penalties to effectively discourage damage to, or removal of, protected trees and other vegetation without proper permitting.

CON 1.6.7 **Invasive Species Management.** Escambia County shall, through LDC provisions, require removal and continued management of any invasive tree or shrub species identified within the development site.

CON 1.6.8 **Florida-Friendly Landscaping.** Escambia County shall promote Florida friendly low-impact landscaping principles through LDC provisions and other measures to protect Florida's environment and preserve its natural resources.

CON 1.6.9 **Professional Standards.** Escambia County shall, through LDC provisions, require the application of professional arboricultural (e.g., International Society of Arboriculture) and horticultural standards and practices that provide for the protection and long-term survival of both existing and planted vegetation as part of an overall strategy to achieve landscape, habitat preservation, and open space objectives.

CON 1.6.10 **County Facilities Standards.** Escambia County shall attempt to exceed minimum landscape and vegetation preservation standards for County owned facilities.

CON 1.6.11 **Prescribed Burning.** Escambia County shall accommodate the use of prescribed burning as a tool to promote ecosystem health and wildfire prevention.

CON 1.6.12 **Intergovernmental Coordination.** Escambia County shall cooperate with adjacent local governments to conserve, appropriately use, and protect unique vegetative communities located within more than one local jurisdiction. Upon submission to the County, proposals for development that would impact unique vegetative communities located within more than one local government jurisdiction shall be provided to the affected local government by Escambia County.

#### **OBJ CON 1.7 Hazardous Materials and Waste**

**Ensure the proper storage, use, and disposal of all hazardous materials within Escambia County to eliminate or significantly minimize hazards to the general public and the potential for contamination of natural resources.**

#### **POLICIES**

CON 1.7.1 **Required Identification.** Escambia County shall require identification of any and all hazardous waste or materials used or stored by any licensed business within Escambia County.

CON 1.7.2 **Handling, Storage, and Disposal.** Escambia County shall cooperate with appropriate regulatory agencies to develop plans and procedures for the handling, temporary storage, and disposal of hazardous wastes generated within Escambia County. Such plans and procedures will be provided to those industries and commercial operations within the County that generate hazardous wastes in order that they may properly handle and dispose of their hazardous waste products.

CON 1.7.3 **Household Hazardous Waste.** Escambia County shall develop and implement a program to educate the public concerning the proper storage and disposal of household hazardous wastes.

CON 1.7.4 **Petroleum Storage Tanks.** Escambia County shall rely upon the Escambia County Health Department, through its contracts with the FDEP for County compliance inspections and cleanup, to protect people and the environment from contamination risks associated with petroleum fuel storage tanks.

CON 1.7.5 **Accident Procedures.** The Escambia County Comprehensive Emergency Management Plan shall include procedures for handling accidents involving hazardous materials and wastes.

CON 1.7.6 **Locational Criteria.** New industry or businesses that produce hazardous materials in their processes shall not be allowed where surface and groundwater are particularly vulnerable to contamination from hazardous materials, in wellhead protection areas, where hydric soils are present, within



special flood-hazard areas, or coastal high-hazard areas. This policy does not apply to public utilities or public facilities.

**CON 1.7.7 FLU Limitation.** Uses involving the production of hazardous materials shall be limited to the Industrial future land use category. Retail sale of products containing hazardous materials is not limited to the Industrial future land category.

**CON 1.7.8 Disposal Assistance.** Escambia County shall provide assistance with disposal of hazardous waste generated by other than large quantity generators within Escambia County. This will include an Annual Amnesty Days program for Escambia County household generators.

**OBJ CON 1.8 Water and Energy Conservation.**

**The County shall promote water and energy conservation strategies to support the protection of the County's natural resources.**

**POLICIES**

**CON 1.8.1 Sustainable Community Development Practices.** The County shall encourage sustainable community development practices that conserve energy and water resources, reduce greenhouse gas emissions through innovative, energy-efficient building construction strategies consistent with recognized green building standards, and contribute to reducing the overall development footprint of the County. These strategies may include:

- a. Developing incentives for water conservation;
- b. Incorporating Florida Waterwise landscaping to reduce the use of potable water for irrigation of new building sites, including public building sites;
- c. Encouraging development on previously-used and under-developed sites where infrastructure already exists;
- d. Encouraging development adjacent to existing developed areas;
- e. Protecting and enhancing natural systems within the County; and
- f. Using surface waters, conservation lands and environmentally sensitive open space as visual amenities.

**CON 1.8.2 Reduced Irrigation Needs.** Escambia County shall require the use of Florida Friendly Landscaping techniques and native or adapted plants in order to reduce potable water consumption for irrigation for new public buildings and private development of 5 acres or 20 residential units or more.

**CON 1.8.3 Low Impact Development.** Escambia County shall promote the use of Low Impact Development (LID) techniques approved by the Northwest Florida Water Management District to protect the water resources of the County.

CON 1.8.4 **High Efficiency Appliances.** Escambia County shall promote the use of Energy Star or equivalent high-efficiency appliances and fixtures to reduce energy use in public and private buildings.

CON 1.8.5 **Carbon Sequestration.** Escambia County shall promote retention of agriculture and timber production, as these uses sequester carbon emissions, thereby improving the air quality of the County.

## **Chapter 13 Recreation and Open Space Element.**

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces and waterways. Guiding the planning and provision of these facilities are goals, objectives and policies intended to improve public awareness of existing recreational opportunities, ensure access to public facilities, encourage intergovernmental coordination, and establish Levels of Service (LOS) sufficient to meet the current and projected needs of Escambia County's citizens.

### **GOAL REC 1**

**Escambia County shall create recreational opportunities for the citizens of Escambia County through the provision of County facilities and coordination with state and federal agencies and the private sector.**

#### **OBJ REC 1.1 Recreational Facilities Access**

**Continue to develop and improve public awareness of and physical access to all recreation facilities.**

#### **POLICIES**

**REC 1.1.1 Public Information.** Escambia County shall, in cooperation with the Tourist Development Council, make information available to the public concerning the location of recreational opportunities and available facilities.

**REC 1.1.2 Facility Signage.** Escambia County shall provide signage to identify County parks and to direct the public to these sites.

**REC 1.1.3 Physical Accessibility.** Escambia County shall provide physical access for disabled individuals to public recreational facilities and require compliance with the Americans with Disabilities Act (ADA) by developers, owners or operators of private recreational facilities. All new County facilities shall meet applicable local, state and federal accessibility requirements.

**REC 1.1.4 Use Policies and Procedures.** Escambia County shall develop standardized policies and procedures that allow for the use of County recreation facilities by private, public and non-profit groups and organizations. In addition, the County shall implement equitable procedures for reservation of facilities and evaluate usage fees every two years.

**REC 1.1.5 Facility Availability.** Escambia County shall maintain or increase the availability of County recreation facilities to civic and other semi-public and private organizations.

**REC 1.1.6 Public-Private Cooperation.** Escambia County shall continue its cooperative efforts with private and nonprofit organizations (e.g., YMCA, Little League, civic groups, etc.) in the provision of recreational facilities/opportunities and open space areas.

**REC 1.1.7 Annual Review and Report.** Escambia County shall annually review and report upon the cooperative efforts between the public and private sectors in the provision of recreational opportunities to assure that such efforts are coordinated. In even numbered years, the report will include an inventory of public beach access facilities, including those in the coastal area.

**REC 1.1.8 Outdoor Facilities.** Escambia County shall provide for public use of those lands held in public ownership by ensuring the provision of facilities for outdoor recreation activities, including nature trails, boardwalks, waterway trails, interpretive displays, educational programs, wildlife observation areas, and picnic areas, whenever feasible.

**REC 1.1.9 Multi-modal Residential Links.** Escambia County shall maintain and improve a multi-modal transportation system that links beach access points, open space and other recreational facilities with residential areas. Improvements shall include, but not be limited to, signage and construction of facilities (e.g., sidewalks, bike racks, etc.) by both the public and private sectors.

## **OBJ REC 1.2 Intergovernmental Coordination**

**Continue intergovernmental coordination between Escambia County and appropriate federal, state, and local agencies (i.e. Escambia County School District, Santa Rosa Island Authority, West Florida Regional Planning Council and Florida-Alabama Transportation Planning Organization) to address mutual concerns and enhance planning for recreation and beach access.**

## **POLICIES**

**REC 1.2.1 Recreation and Beach Access.** Escambia County shall coordinate with appropriate federal, state and local government entities regarding beach access and recreation.

**REC 1.2.2 Cooperation Agreements.** Escambia County shall promote interstate and interlocal cooperation through agreements intended to enhance recreation sites and facilities and public access to such sites and facilities.

REC 1.2.3 **Florida Boating Improvement Program.** Escambia County shall utilize the Florida Boating Improvement Program.

The Escambia County Public Access Map Series is attached to this ordinance as Exhibit Q.

### **OBJ REC 1.3 Recreational Facilities Level of Service (LOS)**

**Ensure the adequate provision of recreational facilities and open space through the implementation of level of service standards.**

#### **POLICIES**

REC 1.3.1 **LDC Definitions.** The Escambia County Land Development Code (LDC) shall include specific definitions for open space, parks and recreation facilities.

REC1.3.2 **Open Space Requirements.** Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.

REC 1.3.3 **County Facilities Inventory.** Escambia County shall maintain a current inventory of all park facilities maintained by the County.

REC 1.3.4 **County Facility Conversion.** Public park or recreation areas operated or maintained by Escambia County shall not be converted to other uses, except by determination of the Board of County Commissioners (BCC) that such a conversion is in the public interest. The Escambia County Parks and Recreation Department shall seek appropriate compensation or replacement land if such a conversion occurs.

REC 1.3.5 **Established Service Districts.** Escambia County's four park and recreation service districts are established as follows: 1) Barrier Islands RSD; 2) Urban RSD; 3) Suburban RSD, and; 4) Rural RSD. These districts may from time to time be modified, added to, or deleted as necessary to address the recreation needs of the County.

REC 1.3.6 **Level of Service (LOS) Standards.** Level of service (LOS) standards for recreation and open space facilities within the County are:

**LOS Standards for Parks & Recreational Facilities by Population**

<b>Park Categories</b>	
Neighborhood Parks	1 per 2,500
Regional Parks	1 per 50,000
Community Parks	1 per 15,000
Nature Parks	1 per 50,000
Boat Launch Areas	1 per 15,000
Beach / Water Access Areas	1 per 20,000
Community Centers	1 per 15,000
<b>Special Use Parks</b>	
Equestrian Center	1 per 500,000
Civic Center / Performing Art Center	1 per 500,000
Gun Firing Range	1 per 200,000
Multi-Purpose Use Field Stadium	1 per 250,000
<b>Park Amenities</b>	
Baseball Fields	1 per 2,000
Softball Fields	1 per 2,000
Football Fields	1 per 10,000
Soccer Fields	1 per 10,000
Basketball Courts	1 per 10,000
Tennis Courts	1 per 10,000
Swimming Pools	1 per 25,000
Playground Structures	1 per 5,000
Park Shelters	1 per 5,000
Nature Trails	1 per 15,000
Pedestrian / Bike Trails	1 per 15,000
<b>Park System Acreage:</b>	
Barrier Island RSD	1 ac. per 1,000
Urban RSD	1 ac. per 1,000
Suburban RSD	1 ac. per 1,000
Rural RSD	1 ac. per 1,000

**REC 1.3.7 County Open Space Acquisition.** Escambia County shall acquire (through lease, purchase, or dedication) open space and natural areas to maintain and improve the natural functions of open space, wetlands and other sensitive lands, and recreational opportunities for all residents. The priority for acquisition of open space and/or natural areas shall be:

- a. Unique natural systems/environmentally sensitive lands;
- b. Shoreline sites;
- c. Sites within the urban or transitioning areas experiencing rapid development; and
- d. Sites that are historically or archaeologically significant.

Escambia County shall not accept the donation of land or recreation facilities, unless they meet the Escambia County Parks and Recreation Department's park planning and development standards and a management/funding source is in place.

**REC 1.3.8 Areas within Private Development.** The LDC shall clearly articulate the provision of open space and recreation areas within private developments.

**REC 1.3.9 Designated Natural Reservations.** The following are designated as natural reservations and are intended to provide open space and recreational uses of all types for the citizens of Escambia County:

- a. The Gulf Islands National Seashore;
- b. The Escambia River Wildlife Management Area;
- c. The Perdido River State canoe trail;
- d. Lake Stone Park and boat ramp;
- e. The improved county owned community, neighborhood and urban parks/tot lots;
- f. Wayside Park;
- g. Navy Point Park;
- h. Casino Beach Recreation Area;
- i. Ft. Pickens;
- j. Big Lagoon State Recreation Area;
- k. Jones Swamp Wetland Preserve and Southwest Greenway;
- l. Perdido River Walk;
- m. Perdido Key Parks;
- n. Tarkiln Bayou Preserve State Park;
- o. All publicly owned beach access ways.

**REC 1.3.10 Vacant Property Evaluation.** All vacant property owned by Escambia County shall be evaluated for its potential as a park, recreational facility, designated open-space or other use. New vacant properties acquired by the County shall be added to the existing vacant properties inventory.

## **Chapter 14 Intergovernmental Coordination Element.**

The Intergovernmental Coordination Element seeks to establish and maintain efficient, effective procedures of coordinating planning efforts with adjacent counties and cities; the incorporated areas within Escambia County; regional, state, and federal agencies; and other agencies and entities that provide services but do not have regulatory authority over land. Through coordination and cooperation among the various entities affecting planning and land use, Escambia County can better serve its residents and ensure orderly and balanced growth and development, while protecting and enhancing the County's existing communities and natural resources.

### **GOAL ICE 1 COORDINATED APPROACH TO PLANNING**

**Escambia County shall establish and maintain an efficient, effective program of intergovernmental coordination that achieves the maximum quality of life for residents and visitors and promotes a County-wide approach to planning.**

#### **OBJ ICE 1.1 Coordinate with Federal, State and Local Agencies**

**Coordinate with the City of Pensacola, Town of Century, City of Gulf Breeze, Santa Rosa County, the Emerald Coast Utilities Authority (ECUA), the Santa Rosa Island Authority, the United States Navy, and the Escambia County School Board to ensure consistency among the Escambia County Comprehensive Plan and the plans of adjacent counties and municipalities, and the plans of other agencies or entities affecting land use or providing services in Escambia County.**

### **POLICIES**

**ICE 1.1.1 Large-Scale Future Land Use Map Amendments.** Escambia County shall submit a copy of any proposed large-scale Future Land Use Map (FLUM) amendment to adjacent municipalities and counties within the jurisdiction of the Florida Department of Community Affairs and other units of government providing services but not having regulatory authority over the use of land provided that those agencies have submitted a written request to Escambia County for such information as required by Section 163.3184(3)(a), Florida Statutes. Procedures for intergovernmental coordination with the Escambia County School Board shall be governed by the Interlocal Agreement for Public School Facility Planning and Objective 1.5 of the Public School Facilities Element.

**ICE 1.1.2 Comprehensive Plan Amendments.** For proposed comprehensive plan amendments that could potentially impact adjacent jurisdictions, Escambia



County shall submit copies of the proposed amendment to the affected local government and invite their review and comment.

**ICE 1.1.3 Joint Planning Initiatives.** By 2010 the Escambia County planning staff shall identify planning topics of concern between local governments who would benefit from joint planning efforts and initiate coordination accordingly. Such topics of concern should include infrastructure service areas and redevelopment initiatives. Upon approval by the Planning Board of the identified topics of concern, the Planning Official will meet with representatives from the affected local governments to develop specific procedures for implementation of the identified joint planning initiatives. Such implementation procedures should be established by 2011.

**ICE 1.1.4 Interlocal Agreements.** Escambia County shall implement adopted interlocal agreements with the Escambia County School Board, the City of Milton, the City of Pensacola, the City of Gulf Breeze and Santa Rosa County so as to provide for coordination and evaluation of development proposals that affect the bays, bayous, sound or gulf (including estuaries and estuarine systems).

**ICE 1.1.5 Mediation.** Escambia County may use the West Florida Regional Planning Council's informal mediation process, or other mediation processes, to attempt to resolve conflicts with other units of government that cannot be resolved through meetings between the governing bodies of the affected governments.

#### **OBJ ICE 1.2 Level of Service Standards**

**Coordinate with appropriate state, regional and local agencies and other entities that have operational and maintenance responsibility for public facilities in Escambia County, to achieve and maintain, adopted Level of Service (LOS) standards. As required by Section 163.3177(6)(h)2, F.S., when such entity is another unit of local government, Escambia County shall enter into an interlocal agreement or other formal agreement which shall describe joint processes for collaborative planning and decision making on population projections, the location and extension of public facilities subject to concurrency, and siting facilities with County-wide significance, including locally unwanted land uses.**

#### **POLICIES**

**ICE 1.2.1 Public Facilities.** Escambia County will, through interlocal agreement or other formal agreement with public service providers, establish LOS standards for public facilities, identify actions that Escambia County will undertake to coordinate the location and extension of these facilities, as well as the siting of facilities with County-wide significance. Established LOS standards will be

maintained through implementation of Escambia County's Concurrency Management System.

**ICE 1.2.2 Water and Wastewater Supply.** Escambia County shall adopt agreements with local water suppliers to establish LOS standards for water usage and identify strategies the County and water suppliers will undertake to address joint planning issues. The County will also coordinate planning efforts with the ECUA with regard to wastewater service.

### **OBJ ICE 1.3 Coordination with the Escambia County School Board**

**Maintain cooperative relationships with the School Board and municipalities, and implement joint planning processes to coordinate land use planning with school facility planning.**

### **POLICIES**

**ICE 1.3.1 Interlocal Agreement for Public School Facility Planning.** In cooperation with the School Board and the local governments within Escambia County, the County implemented the Interlocal Agreement for Public School Facility Planning dated on August, 7th, 2006 (herein Interlocal Agreement) that established procedures for coordination and sharing of information, planning processes, and school concurrency implementation. The Interlocal Agreement was updated on April 30<sup>th</sup>, 2009, and may be amended annually.

**ICE 1.3.2 Annual School Board Report.** On an annual basis, the School Board shall provide information from their Tentative District Educational Facilities Plan to determine the need for additional school facilities. The School Board shall provide to the County, each year, a General Education Facilities Report. The Educational Facilities Report shall contain information detailing existing facilities, their locations, and projected needs. The report shall also contain the School Board's financially feasible Five-Year District Facilities Work Program.

**ICE 1.3.3 Consistent Population and Enrollment Projections.** The staff working group established in Policy ICE 1.3.6 shall meet annually to coordinate and base their local government comprehensive plans and school facility plans on consistent projections. These projections shall include population projections developed in coordination with the Planning Board, and student enrollment projections (district-wide and by concurrency service area) developed by the School Board with the agreement of the Florida Office of Educational Facilities. The School Board's student enrollment projections shall consider the impacts of development trends as per the Interlocal Agreement. To accomplish this policy the County and the School Board agree to provide the information and follow the procedures specified in the Interlocal Agreement.

**ICE 1.3.4 Growth and Development Trends.** As per the Interlocal Agreement, the local governments will provide the School Board with their Comprehensive Plan Implementation Committee Annual Report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in geographic information system compatible format for the purpose of geo-referencing the information. This report will be in tabular, graphic, and textual formats and will include the following:

- a. The type, number, and location of residential units that have received zoning approval, final plat and site plan approval;
- b. Information regarding FLUM amendments;
- c. Building permits and certificate of occupancy data for residential dwellings issued for the preceding year and their location;
- d. Summary of vested rights determinations and other actions that affect demands for public school facilities;
- e. Information regarding the conversion or redevelopment of housing or other structures into residential units that are likely to generate new students and reflects the existing land use; and
- f. The identification of any development orders issued.

**ICE 1.3.5 Elected Officials Joint Planning Workshops.** One or more representatives of the Escambia County Board of County Commissioners, the Pensacola City Council, the Century Town Council, and the School Board will meet on an as needed basis, but not less than annually, in joint workshop sessions. The workshop sessions will be opportunities for the representatives of the elected bodies to receive reports, discuss policy, and reach understandings on issues of mutual concern regarding coordination of land use and school facilities planning. Topics for such workshops may include, but are not limited to: student enrollment trends, growth and development trends, school needs, joint use opportunities, implementation of school concurrency, and performance of the adopted Interlocal Agreement. The workshops will take place in accordance with the procedures established in the Interlocal Agreement.

**ICE 1.3.6 Staff Working Group.** A staff working group comprised of representatives from the County, School Board, City of Pensacola, Town of Century, and Local Planning Agency, or their appointees will meet on an as needed basis, but not less than semi-annually to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning. The staff working group meetings will take place in accordance with the timeframes and procedures established in the Interlocal Agreement.

**ICE 1.3.7 LPA Coordination with the Escambia County School Board.** Pursuant to Section 163.3174, Florida Statutes, a representative of the Escambia County School Board shall be appointed to the County Planning Board as an ex-officio, nonvoting member.

**OBJ ICE 1.4 Coordination with Santa Rosa County School Board**

**Because the Santa Rosa County School Board provides educational opportunities for residents of Pensacola Beach, Escambia County shall execute an Interlocal Agreement with the Santa Rosa County School Board addressing the issues identified in the Interlocal Agreement with the Escambia County School Board as they relate to Pensacola Beach.**

**POLICIES**

**ICE 1.4.1 Interlocal Agreement with Santa Rosa County School Board.** Escambia County shall, by September 2012, execute an Interlocal Agreement with the Santa Rosa County School Board.

**OBJ ICE 1.5 Campus Master Plans**

**Escambia County agrees to recognize campus master plans of the state university system and to work with the board of regents in the development of a "campus development agreement" as the need arises.**

**POLICIES**

**ICE 1.5.1 Campus Development Agreement.** As required by Section 1013.30, Florida Statutes, Escambia County agrees to recognize campus master plans of the state university system and to work with the Board of Regents in the development of a "campus development agreement" as the need arises.

## **Chapter 15 Capital Improvements Element.**

The purpose of the Capital Improvements Element is to demonstrate how capital projects identified to maintain Levels of Service or accommodate new growth will be programmed and funded. The Capital Improvements Element must include estimates of the cost of improvements for which Escambia County has fiscal responsibility and analyze the ability to finance and construct those improvements. The Capital Improvements Element also outlines financial policies to guide the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required based on needs identified in the Comprehensive Plan. Finally, the Capital Improvements Element requires that an adequate Concurrency Management System is implemented by the local government, pursuant to Section 163.3180, Florida Statutes. ~~Rule 9J-5.0055, Florida Administrative Code.~~

### **GOAL CIE 1 CAPITAL FACILITIES**

**The Capital Improvements Element shall be used to efficiently meet the needs of Escambia County for the construction, acquisition or development of capital facilities necessary to correct existing deficiencies, to accommodate desired future growth and to replace obsolete or worn out facilities.**

#### **OBJ CIE 1.1 Capital Improvements Funding**

**Manage the land development process to provide or require provision of needed improvements so that public facility needs created by previously issued development orders or future development do not exceed the ability of Escambia County to fund and provide or require provision of the needed capital improvements.**

### **POLICIES**

**CIE 1.1.1 Comprehensive Plan Implementation Committee.** Escambia County shall convene a Comprehensive Plan Implementation Committee to review the development activities within Escambia County and to review the Level of Service (LOS) conditions for the County. The County Administrator shall designate those County officials that shall serve on the Committee and those responsible for providing other assistance to the Committee as circumstances and issues may require. The Committee shall maintain information on development activity, LOS conditions, de minimis impacts, and other data necessary to accurately evaluate the implementation of the County's Comprehensive Plan, including the annual Capital Improvements Element update.

CIE 1.1.2 **LOS Standards.** Escambia County shall establish LOS standards for concurrency-related public facilities that are within the jurisdiction of the County. These standards shall be those found in the other Comprehensive Plan Elements. The adopted level of service standards in this ordinance are as indicated in the following policies:

TABLE INSET:

LOS	Policy
Roads	
County and State	MOB 1.1.2
Mass Transit	MOB 2.2.3
Sanitary Sewer	INF 1.1.9
Solid Waste	INF 2.1.4
Drainage	INF 3.1.9
Potable Water	INF 4.1.7
Recreation/Open Space	REC 1.3.6
Public Schools	PSF 2.1.2

CIE 1.1.3 **LOS Maintenance.** Escambia County shall coordinate land use decisions and development approvals through implementation of the Concurrency Management System, available and/or projected fiscal resources, and the Five-Year Schedule of Capital Improvements, so as to maintain adopted LOS standards and meet the existing and future facility needs.

CIE 1.1.4 **Vested Development.** Escambia County shall provide for the availability of public facilities to serve developments for which development orders were issued and development rights are vested.

CIE 1.1.5 **Concurrency.** Escambia County shall require the availability of public facilities and services needed to support development concurrent with the impacts of such development.

CIE 1.1.6 **Concurrency Management System.** Escambia County will implement the concurrency management system described in the Concurrency Management System Element. As a component of the Concurrency Management System, the County will make the Proportionate Fair Share Program available as an option for developers to contribute the value of their transportation impacts as provided in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual adopted per Ordinance 2007-50.

## **OBJ CIE 1.2 Five-Year Schedule**

**Maintain a Five-Year Schedule of Capital Improvements as the specific guide the County will use to determine construction of capital facilities and maintenance of LOS standards. The Five-Year Schedule of Capital Improvements is attached herein to this ordinance as Exhibit R.**

### **POLICIES**

**CIE 1.2.1 Project Prioritization.** Escambia County shall evaluate and rank capital improvement projects in the Five-Year Schedule of Capital Improvements by using the following criteria to prioritize:

- a. The elimination of future public hazards to preserve the health, safety, and welfare of the public;
- b. The elimination of any existing capacity or LOS deficits;
- c. The impact on the annual operating budget and Capital Improvements Program (CIP) of Escambia County;
- d. Locational needs based on projected growth patterns;
- e. The accommodation of new development and redevelopment facility demands;
- f. Financial feasibility; and
- g. Plans of The Northwest Florida Water Management District (NFWFMD), Escambia County School Board, Florida Department of Transportation, and other state agencies or entities that provide public facilities within the jurisdiction of Escambia County.

**CIE 1.2.2 Funding Prioritization.** Escambia County shall prioritize funding for capital improvements in a manner that generally assigns first priority to the renewal and replacement of obsolete or worn-out facilities; assigns second priority to correcting existing deficiencies in public facilities; and assigns third priority to facilities necessary to accommodate desired future growth. Nothing in this policy shall preclude Escambia County from increasing or rearranging the priority of any particular capital improvement project so that cost savings may be realized or LOS standards are met.

**CIE 1.2.3 Facility Rehabilitation Preference.** Escambia County shall promote rehabilitation and re-use of existing governmental facilities, structures, and buildings as the preferred alternative to new construction.

**CIE 1.2.4 CHHA Expenditure Limits.** Escambia County shall limit public expenditures in the Coastal High Hazard Area (CHHA), except for the provision, or support, of recreation uses such as parks and walkovers, erosion control devices, increased public access and the correction of existing deficiencies.

**CIE 1.2.5 Incorporation of School Board's 5-Year District Facilities Work Plan.** The County hereby incorporates by reference the Escambia County School District 2009-2010 through 2013-2014 Work Plan for the 5-Year District Facilities Work Program approved by the School Board of Escambia County effective December 2009. The Work Plan includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities, in consultation with the School Board's projections of student enrollment, based on the adopted level of service standards for public schools.

### **OBJ CIE 1.3 Fiscal Policies**

**Establish fiscal policies to direct the use of public and private funding sources, to implement the Goals, Objectives and Policies of the Comprehensive Plan, and provide a financially feasible Schedule of Capital Improvements.**

### **POLICIES**

**CIE 1.3.1 Fiscal Resource Objectives.** The fiscal resources of Escambia County shall be used, to the extent necessary, to maintain LOS standards and support the Five-Year Schedule of Capital Improvements.

**CIE 1.3.2 Funding Resources.** Escambia County shall use a combination of public resources to fund capital improvements, including state and federal grants, below market interest rate state loans, user fees, connection charges, a combination of long term and short term financing vehicles, accumulated surpluses, and the use of revenues set aside specifically for capital projects (pay as you go and Proportionate Fair Share Agreement revenues).

**CIE 1.3.3 General Obligation Debt.** General obligation debt shall be used sparingly. General obligation debt, if determined necessary during the planning period, shall be established consistent with rating agency standards and guidelines.

**CIE 1.3.4 Enterprise Fund Debt.** Enterprise fund debt shall be, in part, managed through a ratio of net system revenue and other pledged funds to annual debt service. Also, this principle of coverage shall be used in the management of debt for other projects that are supported by user fees or shared revenues. The maximum ratio of total debt service to total revenue shall not exceed 25 percent and the limitation of revenue bonds as a percentage of total debt shall not exceed 80 percent.

**CIE 1.3.5 Municipal Service Taxing Units.** Escambia County shall encourage and assist neighborhoods in the adoption of Municipal Service Taxing Units (MSTU) or Municipal Service Benefit Units (MSBU) as a revenue source. Once



established and approved by the Board of County Commissioners (BCC), a MSTU or MSBU shall be considered a committed funding source.

**CIE 1.3.6 Developer Cost Sharing.** New development shall bear a proportionate share of the cost, if the development creates a deficiency of the adopted LOS, of providing new or expanded public facilities and infrastructure required to maintain adopted LOS Standards through Escambia County's site-related development dedications, and developer contributions. This policy shall be implemented through the County's permitting and inspection process.

**CIE 1.3.7 Acceptable Private Funding.** Escambia County shall rely on private contributions as a committed funding source within the Five-Year Schedule of Capital Improvements only when the obligation to fund a specific capital improvement is addressed in an enforceable development agreement or development order. The County shall not be responsible for funding capital improvements that are the obligation of the developer. If the developer fails to meet any capital improvement commitment that is programmed in the Five-Year Schedule of Capital Improvements, a plan amendment to delete the capital improvement from the Schedule shall be required.

**CIE 1.3.8 Capital Improvements Schedule.** The Five-Year Schedule of Capital Improvements shall be financially feasible, consisting of committed and planned funding sources. The Schedule shall be balanced so that total expenditures do not exceed total revenues for the planning period.

#### **OBJ CIE 1.4 Annual Review**

**Review the Capital Improvements Element each year, amend as necessary, and submit to the state land planning agency for compliance review.**

#### **POLICIES**

**CIE 1.4.1 Implementation Status Report.** By April 1 of each year, the Comprehensive Plan Implementation Committee shall report to the Local Planning Agency (LPA) on the status of capital project implementation activities as well as LOS conditions within the County.

**CIE 1.4.2 LPA Implementation Review.** By June 1 of each year, the Escambia County LPA shall report to the BCC its evaluation of the implementation of the Capital Improvements Element and the Comprehensive Plan during the previous fiscal year. The report shall contain recommendations to maintain LOS standards and any adjustments necessary to the Capital Improvements Element and/or the County's annual capital improvement program.

**CIE 1.4.3 BCC Implementation Review.** The BCC shall consider the report of the LPA upon receipt and during its deliberations on the annual budget and CIP.

Any adjustments made to the Capital Improvements Element or the CIP shall include consideration of the maintenance of LOS standards.

**CIE 1.4.4 LOS Project Schedule Modification.** A plan amendment shall be required to eliminate, defer, or delay the scheduled date of construction of any capital project listed in the County's Five-Year Schedule of Capital Improvements, which is needed to maintain the adopted LOS standard.

**CIE 1.4.5 Capital Improvements Adoption.** Adoption of the Capital Improvements Element may occur at a single public hearing outside of the two regular Comprehensive Plan Amendment cycles established by the County. The Capital Improvements Element adoption ordinance shall be submitted to the state land planning agency no later than December 1 of each year.

**CIE 1.4.6 Capital Improvements Amendment.** Amendments to the Capital Improvements Element that support the amendment of another Element shall be submitted to the state land planning agency during a regular Comprehensive Plan Amendment cycle. If the Escambia County annual budget is adjusted outside of the regular cycle, the Capital Improvements Element may be amended and adopted again, provided that the adoption ordinance is submitted to the state land planning agency no later than December 1.

**CIE 1.4.7 De minimis Roadway Impact Monitoring.** Escambia County shall implement a methodology to monitor and track approved de minimis impacts on the roadway network within its jurisdiction. All de minimis impacts (an impact that would not affect more than one percent of the maximum volume at the adopted LOS of the affected transportation facility) shall be compiled into an annual report and submitted to the state land planning agency with the annual Capital Improvements Element update.

## **Chapter 16 Public Schools Facilities Element.**

The intent of this chapter is to provide guiding policies through which the local governments can effectively manage growth and meet public school needs. The element is required to establish a school concurrency management system through which the local governments can ensure public school capacity is available concurrent with development. The school concurrency management system will allow for a greater communication and understanding between Escambia County, the City of Pensacola, the Town of Century, and the School Board of Escambia County when concentrating on public school capacity issues.

The PSFE is also intended to increase coordination between the School Board and local governments on issues such as land use planning, the school siting process, and school facility expansion.

This chapter establishes a framework for the planning of public schools pursuant to Section 163.3177(12), Florida Statutes. The law requires that local governments adopt a public school facilities element as a part of their comprehensive plans. The 2005 Legislature mandated that the availability of public schools be made a prerequisite for the approval of residential construction and directed a closer integration of planning for school capacity with comprehensive planning.

The following sections present the guidelines by which the School Board evaluates school facilities; an inventory of existing facilities and planned future facilities; an evaluation of the school system based on these guidelines and determination of need; an analysis of funding; an analysis of coordination between school planning and local land use planning.

In addition, the Public School Facilities Element Data & Analysis prepared for the Escambia County School District supports the required implementation of school concurrency in Escambia County. The Data & Analysis evaluates the school system and its relationship to development and growth from both a countywide perspective and a closer look at schools within established Concurrency Service Areas (CSAs). A CSA is defined in Policy PSF 2.2.1. The findings and conclusions of the data and analysis support the goals, objectives and policies of the element including the establishment of level of service standards and the delineation of CSAs.

### **GOAL PSF 1 COORDINATE WITH THE SCHOOL BOARD OF ESCAMBIA COUNTY**

**Coordinate with the School Board of Escambia County (herein "School Board") to ensure high quality public school facilities that are consistent with the Comprehensive Plan and serve to enhance communities. The joint procedures referenced in Policy ICE 1.3.1 state that coordination between**

**the county and the school board is pursuant to the Public School Facility Planning Interlocal Agreement and shall state the obligations of the county under the agreement. Section 163.3177(6)(h)(4), Florida Statutes.**

#### **OBJ PSF 1.1 Schools as Community Focal Points**

**Enhance communities and encourage school facilities to serve as community focal points through effective school facility design and siting standards. The location will be coordinated with the future land use map.**

#### **POLICIES**

**PSF 1.1.1 School Location.** New schools shall be located proximate to the student population they are intended to serve. For the purpose of determining eligibility for transportation, a reasonable walking distance for students to school is one (1) mile for elementary, one and one-half (1-1/2) miles for middle, two (2) miles for high schools; and to a school bus stop, is one-half (1/2) mile for elementary and one (1) mile for middle and high schools. Such mileage shall be measured by the nearest traveled route over which a pedestrian can walk to the nearest entrance to the school or the nearest school bus stop. The distance (permanent residence to school) may be measured by an automobile having an odometer that has been certified for accuracy. Students whose permanent residence is equal to or greater than these distances from the nearest appropriate school or school bus stop, or students who are handicapped, are eligible for transportation. (School Board Policy 6.02 Eligibility for Transportation).

**PSF 1.1.2 Shared-use and Co-location of School Sites.** Coordinate with the School Board to permit the shared-use and co-location of school sites and County facilities with similar facility needs as described in the Interlocal Agreement for Public School Facility Planning dated April 30th, 2009 (herein "Interlocal Agreement"). The County will identify opportunities for collocation and shared use facilities when preparing updates to the Schedule of Capital Improvements and when planning and designing new community facilities.

**PSF 1.1.3 Emergency Shelters.** Escambia County will coordinate with the School Board on emergency preparedness issues, including the use of public schools as emergency shelters as required by Section 163.3177(12)(g)(8), Florida Statutes. The School Board will fulfill the building code requirements of Section 1013.372, Florida Statutes, that appropriate new educational facilities can serve as public shelters for emergency management purposes.

**PSF 1.1.4 School Design.** The School Board will design and ensure performance standards for new school facilities according to the "Design Guidelines and Technical Specifications 2006" Florida Department of Education State Requirements for Educational Facilities (SREF).

## **OBJ PSF 1.2 Future Land Use and School Siting**

**Consistent with Section 163.3177, Florida Statutes, the County will include sufficient allowable land use designations for schools proximate to residential development to meet the projected need for schools.**

### **POLICIES**

**PSF 1.2.1 Future Land Use Categories.** Consistent with the Escambia County Future Land Use Element, public schools shall be an allowable use in all land use categories, except for Industrial, Mixed-Use Perdido Key, and Recreation and Conservation. The Land Development Code may include siting standards for schools, consistent with the Comprehensive Plan. Escambia County will consider the provisions of Section 1013.33(13), Florida Statutes.

**PSF 1.2.2 Flood Zones & Coastal High Hazard Area.** New schools shall not be allowed within a velocity flood zone or in a coastal high hazard area as delineated by Escambia County.

## **OBJ PSF 1.3 School Facility Siting and Consistency with the Comprehensive Plan**

**Ensure that the planning, construction, and opening of educational facilities are coordinated in time and place, concurrent with necessary services and infrastructure, and consistent with the Comprehensive Plan.**

### **POLICIES**

**PSF 1.3.1 Consistency with Comprehensive Plan.** Escambia County will coordinate with the School Board by giving an informal assessment regarding the consistency of potential new school sites, and significant expansions or potential closures of existing schools, with the Comprehensive Plan, as described in the Interlocal Agreement. The informal assessment reviews, as applicable, the following: environmental suitability, transportation and pedestrian access, availability of infrastructure services, safety concerns, land use compatibility, consistency with community vision and other relevant issues.

**PSF 1.3.2 Review of School Sites.** Escambia County shall review potential new school sites, and significant expansions or potential closures of existing schools, for consistency with the following criteria:

- a. That school sites are compatible with present and projected uses of adjacent property.
- b. The locations of proposed new elementary schools are proximate to the student population they are intended to serve.

- c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.
- d. Existing or planned adequate public facilities are available to support the school.
- e. Safe access to and from the school site is available for pedestrians and vehicles.
- f. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- g. The proposed school location is not within a velocity flood zone or floodway, as delineated in the Comprehensive Plan.
- h. The site is not in conflict with Escambia County stormwater management plans or watershed management plans;
- i. The proposed site can accommodate required parking, circulation, and queuing of vehicles.
- j. The proposed location lies outside the area regulated by Section 333.03, Florida Statutes, regarding the construction of public educational facilities in the vicinity of an airport.

Escambia County shall also consider the following in its review:

- a. Site acquisition and development costs;
- b. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization;
- c. Efficient use of existing infrastructure;
- d. Discouragement of urban sprawl;
- e. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on a site; and
- f. Adverse impacts to archaeological or historic sites.

**PSF 1.3.3 School Expansion into Unincorporated Portion of County.** When a new school or significant expansion to an existing school is proposed within unincorporated Escambia County, the County shall review the proposed development according to the terms of the Interlocal Agreement for Site Plan Review Requirements for School Board Projects.

**OBJ PSF 1.4 Pedestrian Access to Schools**

**Improve safe student access to school facilities, and reduce hazardous walking conditions, in coordination with the School Board and consistent with the Florida Safe Ways to School Program.**

## **POLICIES**

PSF 1.4.1 **Bicycle and Pedestrian Access.** All public schools shall provide bicycle and pedestrian access consistent with Florida Statutes. Parking at public schools will be provided consistent with Escambia County's Land Development Code (LDC) requirements.

PSF 1.4.2 **Sidewalk Master Plan.** Upon completion of the County's sidewalk inventory, the County will create a sidewalk master plan to comprehensively address bicycle and pedestrian needs. The plan will include a focus on bicycle and pedestrian needs relating to school facilities.

PSF 1.4.3 **Sidewalk/Pedestrian Improvements.** To ensure continuous pedestrian access to public schools, priority for County sidewalk/pedestrian improvements will be given to cases of hazardous walking conditions pursuant to Section 1006.23, Florida Statutes, and specific provisions for constructing such facilities will be included in the schedule of capital improvements adopted each fiscal year.

PSF 1.4.4 **New Development Adjacent to School Property.** New developments adjacent to existing or planned school sites shall be required to provide a right-of-way and an access path for pedestrian travel.

PSF 1.4.5 **Sidewalk Requirements for Residential Development near Schools.** New residential developments within 2 miles of an existing or planned school, as measured by the nearest traveled route over which a pedestrian can walk to the nearest entrance to the school measured by an automobile having an odometer that has been certified for accuracy, shall be required to provide sidewalks along all roads interior to the subdivision. In addition, sidewalks shall be placed along all collector, arterial, and local roads abutting the subdivision to the subdivision property line, where it has been determined that the most direct route from the subdivision to the school is along those roadways. The location, width and other details of the sidewalks shall be as set forth in the LDC.

PSF 1.4.6 **Sidewalks for Commercial Development near Schools.** New commercial developments within 2 miles of an existing or planned school, as measured by the nearest traveled route over which a pedestrian can walk to the nearest entrance to the school measured by an automobile having an odometer that has been certified for accuracy, are encouraged to provide sidewalks along their street frontage. The location, width and other details of the sidewalks shall be as set forth in the LDC.

PSF 1.4.7 **Coordination with FL-AL TPO.** Coordinate with the FL-AL TPO to ensure funding for safe access to schools including participation in the Bicycle Pedestrian Advisory Committee and the Community Traffic Safety Team.

**OBJ PSF 1.5 Coordinate Future Land Use Map Amendments to Maintain School Capacity**

It is the objective of Escambia County to coordinate petitions for future land use changes to maintain adequate school capacity to meet future growth needs. This objective will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the County's authority for land use, including the authority to approve or deny petitions for comprehensive plan amendments, re-zonings or final plat and site plans that generate students and impact the Escambia County school system.

**POLICIES**

PSF 1.5.1 **School Board Review and Input.** As per Section 7.6 of the Interlocal Agreement, Escambia County shall take the School Board comments and findings on the availability of adequate school capacity into consideration when reviewing comprehensive plan amendments and other land use decisions.

PSF 1.5.2 **Determining Impact of Future Land Use Changes.** The School Board shall use the adopted student generation rates to estimate the potential impact of a proposed future land use change on available school capacity. When such analysis projects a potential deficiency, the School Board shall include in its comments how it will propose to meet the projected demand. The County will take these comments into consideration per Policy PSF 1.5.1 prior to approving or denying any future land use change.

**OBJ PSF 1.6 Address Corrections to Existing School Facilities Deficiencies and Facilities Needed to Meet Future Needs**

The Escambia County School Board shall make reasonable attempts to address existing school facility deficiencies and make attempts to meet and plan for existing and future needs.

**POLICIES**

PSF 1.6.1 **Coordination with School District Capital Projects Planning.** The School Board shall make every effort to ensure that capital projects designed to address capacity/Level of Service (LOS) deficiencies are shared with Escambia County Planning Staff via periodic Tentative District Educational Facilities Plan reviews as set forth in Interlocal Agreement Subsection 3.1.

PSF 1.6.2 **Working Group Coordination with School District.** The staff working group established in Interlocal Agreement Subsection 1.1 will assist the School Board in an advisory capacity in the preparation of all updates to the Educational Plant Survey. The staff working group will evaluate and make



recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed in subsections 5.3, 7.6, 7.7, and 8.1 of the Interlocal Agreement.

PSF 1.6.3 **Address Access to Capital Improvements Elements.** The County is required to implement the adoption of annual plan amendments adding a new fifth year, updating the financially feasible public schools capital facilities program, coordinating the program with the 5-year district facilities work plan, the plans for other local governments, and, as necessary, updates to the concurrency service area map. The annual plan amendments shall ensure that the capital improvements program continues to be financially feasible and that the level of service standards will continue to be achieved and maintained. (Section 163.3177(12)(g)1, Florida Statutes, ~~Rule 9J-5.025(3)(c)2, Florida Administrative Code~~).

## **GOAL PSF 2 SCHOOL BOARD TO COORDINATE WITH ESCAMBIA COUNTY**

The School Board will coordinate with the County to assure the future availability of public school facilities to serve new development will be consistent with the adopted level of service standards. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the County's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the County's school system.

### **OBJ PSF 2.1 Level of Service Standards**

Coordinate with the School Board to ensure that the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards within the period covered by the 5-year schedule of capital improvements, and the long range planning period. The adopted LOS standards shall be achieved by the conclusion of the first 5-year schedule of capital improvements and the LOS standards shall be maintained each subsequent year. These standards shall be consistent with the Interlocal Agreement agreed upon by the School Board, the County, and the local municipalities.

### **POLICIES**

PSF 2.1.1 **Consistency.** The LOS standards set forth herein shall be applied consistently by all local governments within Escambia County and by the School Board to all schools of the same type.

**PSF 2.1.2 Level of Service Standards.** Consistent with the Interlocal Agreement, the County and School Board agree to the following level of service standards for school concurrency in Escambia County, based on Florida Inventory of School Houses (FISH) permanent capacity and maximum school size by type. In calculating achievement of LOS, modular capacity is considered permanent FISH capacity and relocatables/portables are not considered permanent FISH capacity. Permanent FISH capacity includes permanent buildings and Modular Capacity for modular buildings that are Type II Non-combustible and have a 40 year life span. School enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.

TYPE OF SCHOOL	LEVEL-OF-SERVICE STANDARD
Existing or New Schools	100% of permanent FISH capacity
Centers (Special Purpose)	100% of permanent FISH capacity or the level of service based on the student/teacher ratios dictated by specific programs, whichever is lowest.

**PSF 2.1.3 Amending Level of Service Standards.** Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting referenced in Policy ICE 1.3.6. If there is consensus to amend any level of service, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the County, City and Town's comprehensive plans. The amended LOS shall not be effective until all plan amendments are effective and the amended Interlocal Agreement is fully executed.

**PSF 2.1.4 Financial Feasibility of LOS.** No LOS standard shall be amended without a showing that the amended LOS standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained through the five-year schedule for capital improvements.

**OBJ PSF 2.2 School Concurrency Service Areas**

**The School Board shall establish School Concurrency Service Areas as the areas within which an evaluation is made to determine if adequate school capacity exists based on the adopted level of service standards. Concurrency service areas shall be designed so that the adopted level of service will be achieved within the period covered by the first five years of the five-year schedule of capital improvements. After the first five-year schedule of capital improvements, the level of service must be maintained**

**within each year of subsequent five-year schedules of capital improvements.**

## **POLICIES**

**PSF 2.2.1 Concurrency Service Areas.** The Concurrency Service Area (CSA) is the area within which capacity determinations are made as part of the concurrency management system. The PSFE establishes the CSAs as the entire school district by service level, elementary, middle, and high school (district-wide). District-wide: Elementary grades k – 5, District-wide: Middle grades 6 – 8, and District-wide: High grades 9 – 12. For special purpose centers, charter schools, and magnet schools the concurrency service area shall also be district-wide.

**PSF 2.2.2 Maximize Capacity Utilization.** Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, achieving socio-economic, racial and cultural diversity objectives, and other relevant factors as related to the School Board's policy on maximization of capacity.

**PSF 2.2.3 Amending Concurrency Service Areas.** Potential amendments to the concurrency service areas shall be considered annually at the staff working group meeting referenced in Policy ICE 1.3.4. If there is consensus to amend the concurrency service areas to establish boundaries other than those stipulated above, it shall be accomplished by a written execution of an amendment to the Interlocal Agreement by all parties and by the amendment to the County, City and Town's comprehensive plans. The amended concurrency service areas shall not be effective until the amended Interlocal Agreement is fully executed and comprehensive plan amendments are in effect. Amendments to the concurrency service areas that keep the CSAs District-wide by service level shall be agreed upon by all parties and shall not require comprehensive plan amendments.

## **OBJ PSF 2.3 Student Generation Rates**

**The School Board will work with Escambia County, City of Pensacola, and Town of Century to establish student generation rates that will be used to determine the impact of development on public school facilities.**

## **POLICIES**

**PSF 2.3.1 Student Generation Rates.** Consistent with the Interlocal Agreement, the School Board staff, working with the County staff and municipal staffs, will develop and apply student generation multipliers for residential developments by dwelling unit type (single family or multi-family) for each school type (elementary, middle, K-8, high, or center), considering past trends in student enrollment in order to project future public school enrollment.

PSF 2.3.2 **Calculating Student Generation Rates.** The student generation rates shall be calculated by the School Board and the County, in accordance with professionally accepted methodologies. The student generation rates shall be determined annually, with input from the staff working group.

#### **OBJ PSF 2.4 Process for School Concurrency Implementation**

**Establish a joint process for implementation of school concurrency, in coordination with the School Board, which includes applicability, capacity determination, and availability standards. Manage the timing of residential subdivision and site plan approvals to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.**

#### **POLICIES**

PSF 2.4.1 **Applicability Standards.** School concurrency implementation applies to residential development or a phase of residential development requiring an approval of subdivision plat, site plan, or its functional equivalent, proposed or established. Prior to the adoption of the land development regulations, Escambia County shall use the comprehensive plan policies as the development regulations as set forth in Interlocal Agreement Subsection 4.3.

PSF 2.4.2 **Exempted Development.** The following residential development shall be considered exempt from the school concurrency requirements:

- a. Single family lots of record; master plans that have received final subdivision plat approval prior to June 24, 2009, the effective date of the PSFE; and single family subdivision plats actively being reviewed or that have received preliminary plat approval at the time of adoption of the PSFE, April 30, 2009.
- b. Residential developments that have received final site plan approval prior to June 24, 2009, the effective date of the PSFE, or residential site plans actively being reviewed at the time of adoption of the PSFE, April 30, 2009.
- c. Amendments to residential site plans or subdivisions that were previously approved prior to June 24, 2009, the effective date of the PSFE, and that do not increase the number of students generated by the development based on the adopted student generation rates.
- d. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy of a resident under the age of fifty-five (55). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years.

- e. Group quarters that do not generate students, including facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

**PSF 2.4.3 Capacity Determination Standards.** Escambia County shall adopt LDC provisions to establish the application procedure and process for evaluating school capacity and making concurrency determinations consistent with the Interlocal Agreement. The School Board shall be responsible for conducting concurrency reviews. The School Board may choose to provide an informal assessment of school concurrency at the time of preapplication. The test of concurrency shall be at preliminary plat, site plan, or functional equivalent approval.

**PSF 2.4.4 School Board Findings.** The School Board's findings and recommendations shall address whether adequate capacity exists for each affected concurrency service area, based on the level of service standards. If adequate capacity does not exist, the School Board findings shall address whether appropriate mitigation can be accepted. If mitigation can be accepted, the School Board's findings shall identify the accepted form of mitigation that is consistent with the policies set forth herein.

**PSF 2.4.5 Determination of Insufficient Capacity.** For the review process, the School Board shall use the first three years of the Five-Year Work Facilities Program for determinations. Any relevant programmed improvements in years four or five of the five-year schedule of improvements shall not be considered available capacity for the project unless funding for the improvement is assured through School Board funding to accelerate the project, through proportionate fair share mitigation, or some other means of assuring adequate capacity will be available within the first three years. The School Board may choose to use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed. In the event that the School Board finds that there is not sufficient capacity in the affected concurrency service area(s) to address the impacts of a proposed development, the following standards shall apply:

- a. The project must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or
- b. Approval of the site plan or final plat (or functional equivalent) must be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured; or
- c. A condition of approval of the site plan or preliminary plat (or functional equivalent) shall be that the project's development order and/or building permits shall be delayed to a date when the

capacity enhancement necessary to maintain level of service can be assured.

PSF 2.4.6 **Availability Standard.** Where capacity will not be available to serve students generated by a residential development the County shall use the lack of school capacity as a basis for denial of petitions for final plats, site plans or functional equivalents. However, the County shall not deny a petition for a final plat, site plan, or functional equivalent due to a failure to achieve and maintain the adopted level of service for public school capacity where:

- a. Adequate school facilities will be in place or under actual construction within three years after the issuance of the final plat or site plan or functional equivalent; or
- b. The developer executes a legally binding commitment with the School Board to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in the Interlocal Agreement.

#### **OBJ PSF 2.5 Proportionate Share Mitigation**

**Coordinate with the School Board to provide proportionate share mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible Five-Year Facilities Work Program.**

#### **POLICIES**

PSF 2.5.1 **Acceptable Mitigation.** The School Board shall allow mitigation for developments that would otherwise cause the LOS standards to be exceeded. Mitigation options shall include the following: contribution of, or payment for, acquisition of new or expanded school sites; construction or expansion of permanent school facilities; mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits within the same concurrency service area; and charter schools, provided they are constructed to SREF standards, so that they can be relied on over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School Board to ensure that if the School Board is required, it can efficiently operate the school, or such mitigation options acceptable to all parties.

PSF 2.5.2 **CIP and Proposed Mitigation.** Proposed mitigation must be directed toward a permanent capacity improvement identified in the School Board's financially feasible Five-Year Facilities Work Program. However, the School Board may accept mitigation in the form of an improvement not identified on the Five-Year Facilities Work Program and commit to add the needed improvement

to the Five-Year Facilities Work Program. The School Board must find that any proposed mitigation will satisfy the demands created by the proposed development consistent with the adopted level of service standards, and the mitigation shall be assured by a legally binding development agreement between the School Board, the County, and the applicant executed prior to the issuance of the final plat, site plan or functional equivalent.

**PSF 2.5.3 Shifting Impacts.** The School Board shall evaluate how the impacts of a development shall be shifted. Measures to maximize capacity, including modifications to concurrency service areas in lieu of shifting development impacts, can be considered.

**PSF 2.5.4 Relocatable Classrooms.** Relocatable classrooms will not be accepted as mitigation. Modular classrooms are not considered relocatable for purposes of acceptable mitigation.

**PSF 2.5.5 Calculation Proportionate Share Mitigation.** The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station, as determined by the Department of Education's most current cost per student station applicable to Escambia County plus land costs. The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

**PSF 2.5.6 School Facility Map.** Consistent with Section 163.3177(12)(h), Florida Statutes, the Public School Facilities Element shall include future conditions maps showing existing and, where practical, anticipated schools over the five-year and long-term planning periods. The maps of necessity may be general over the long-term planning period and do not prescribe a land use on a particular parcel of land. The Public Schools Facilities Element Maps are attached herein to this ordinance as Exhibit S.

**PSF 2.5.7 Long Range Public School Facility Map.** The County is to address coordination of the long range public school facility map with the local government's comprehensive plan, including the Future Land Use Map. (Section 163.3177(12)(g)9, Florida Statutes; ~~Rule 9J-5.025(3)(c)6, Florida Administrative Code.~~)

Rick Scott  
GOVERNOR



Cynthia R. Lorenzo  
INTERIM EXECUTIVE DIRECTOR

April 11, 2012

The Honorable Wilson B. Robertson  
Chairman, Escambia County  
Board of County Commissioners  
Post Office Box 1591  
Pensacola, Florida 32591

Dear Chairman Robertson:

The State Land Planning Agency has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 12-2ESR), which was received on March 12, 2012. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Agency's authorized scope of review that will be adversely impacted by the amendment if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held and the amendment adopted within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Dan Evans, at (850) 717-8484, or by email at [Dan.Evans@deo.myflorida.com](mailto:Dan.Evans@deo.myflorida.com).

Sincerely,

Ana Richmond  
Regional Planning Administrator

AR/de

Enclosure: Procedures for Adoption

cc: T. Lloyd Kerr, Director, Escambia County Development Services  
Terry Joseph, Executive Director, West Florida Regional Planning Council

The Caldwell Building 107 E. Madison Street Tallahassee, Florida 32399-4120  
850.245.7105 TTY/TDD 1-800-955-8771 Voice 1-800-955-8770 [FloridaJobs.org](http://FloridaJobs.org)





MEMORANDUM

TO: Jim Quinn, DEP  
Susan Harp, DOS  
Tracy Suber, DOE  
Virginia Carlisle, FDOT3  
Douglas Barr, Northwest Florida WMD  
Terry Joseph, West Florida RPC  
Wendy Evans, AG  
Mary Ann Poole, FWC

DATE: March 13, 2012

SUBJECT: EXPEDITED STATE REVIEW PROCESS

COMMENTS FOR PROPOSED COMPREHENSIVE PLAN AMENDMENT

LOCAL GOVERNMENT/ STATE LAND PLANNING AGENCY AMENDMENT #:

Escambia County 12-2ESR

STATE LAND PLANNING AGENCY CONTACT PERSON/PHONE NUMBER:

Ana Richmond /850-717-8509

The referenced proposed comprehensive plan amendment is being reviewed pursuant the Expedited State Review Process according to the provisions of Section 163.3184(3), Florida Statutes. Please review the proposed documents for consistency with applicable provisions of Chapter 163, Florida Statutes.

Please note that your comments must be sent directly to and received by the above referenced local government within 30 days of receipt of the proposed amendment package. A copy of any comments shall be sent directly to the local government and ALSO to the State Land Planning Agency to the attention of Ray Eubanks, Administrator, Plan Review and Processing at the Department E-mail address: [DCPexternalagencycomments@deo.myflorida.com](mailto:DCPexternalagencycomments@deo.myflorida.com)

Please use the above referenced State Land Planning Agency AMENDMENT NUMBER on all correspondence related to this amendment.

Note: Review Agencies - The local government has indicated that they have mailed the proposed amendment *directly to your agency*. See attached transmittal letter. *Be sure to contact the local government if you have not received the amendment*. Also, letter to the local government from State Land Planning Agency acknowledging receipt of amendment is attached.



---

March 13, 2012

Mr. T. Lloyd Kerr, Director  
Escambia County Development Services  
3363 West Park Place  
Pensacola, Florida 32505

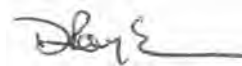
Dear Mr. Kerr:

Thank you for submitting the Escambia County's proposed comprehensive plan amendments submitted for our review pursuant to the Expedited State Review process. The reference number for this amendment package is Escambia County 12-2ESR.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the State Land Planning Agency's Comment Letter no later than **April 11, 2012**.

If you have any questions please contact Ana Richmond, Regional Planning Administrator, whom will be overseeing the review of the amendments, at (850) 717-8509.

Sincerely,



D. Ray Eubanks, Administrator  
Plan Review and Processing

DRE/af





Board of County Commissioners • Escambia County, Florida

T. Lloyd Kerr, AICP, Director  
Development Services

Received

MAR 12 2012

Department of Economic Opportunity  
Division of Community Development  
Bureau of Community Planning

March 6, 2012

Mr. Ray Eubanks, Plan Processing Administrator  
Florida Department of Community Affairs  
Division of Community Planning  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

**RE: Escambia County Comprehensive Plan Text Amendment**

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Text Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statutes (F.S.)

The Local Planning Agency (LPA) considered the CPA on January 9, 2012 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on March 1, 2012, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new **Comprehensive Plan Amendment Processing Guidelines**, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. The Notice of Intent should be published on the DEO website. This amendment is not applicable to the area of critical state concern and has not been prepared under a **joint planning agreement**.

Escambia County Comprehensive Plan Text Amendment 2012-02

The County is requesting compliance review of the amendment package. Mr. Horace Jones, Division Manager, Development Services Department, will serve as the contact person for this amendment package, and can be reached at (850) 595-3475 (P), (850) 554-8210 (C) or [hljones@co.escambia.fl.us](mailto:hljones@co.escambia.fl.us), should you have any questions, or require additional information.

Sincerely,



T. Lloyd Kerr, AICP  
Department Director

TLK/mac

Enclosures

cc: Department of State  
Northwest Florida Water Management District  
Florida Department of Environmental Protection  
Florida Department of Transportation, District Three  
Florida Fish and Wildlife Conservation Commission  
Capt. Pete Hall, NAS Whiting Field, Commanding Officer  
Capt. Christopher W. Plummer, NAS Pensacola, Commanding Officer  
Florida Department of Agriculture and Consumer Services  
West Florida Regional Planning Council



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

### Planning Board-Regular

4.

**Meeting Date:** 01/09/2012

**Issue:** Comprehensive Plan Text Amendment

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

**Organization:** Development Services

---

### Information

#### **RECOMMENDATION:**

That the Board review and adopt an Ordinance amending the 2030 Escambia County Comprehensive Plan to remove all references to Florida Rule 9J-5; to remove all references to Department of Community Affairs and replace with Florida Department of Economic Opportunity (FDEO); to remove all references to Florida Statute 163.3101 and replace with Florida Statute 163.3161.

#### **BACKGROUND:**

Pursuant to adoption of the new "Community Planning Act", Chapter 163, Florida Statutes, changes and deletions to the Comprehensive Plan attached to and incorporated in this ordinance are consistent with the Florida Statutes. The purpose and intent of this ordinance is to adopt changes to the Comprehensive Plan to fulfill the requirements of the newly enacted "Community Planning Act", Chapter 163, Florida Statutes.

#### **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 a text amendment to the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

---

## **Attachments**

Legal review Form

Draft Ordinance

Comp Plan Attachment A



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1899

Growth Management Report 13. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 03/01/2012

Issue: 5:46 p.m. -Transmittal Hearing - Comprehensive Plan Text Amendment

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

---

### Information

#### **RECOMMENDATION:**

5:46 p.m. A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Escambia County Comprehensive Plan

That the Board of County Commissioners (BCC) review and approve the transmittal of an Ordinance to remove all references to Florida Rule 9J-5; to remove all references to Department of Community Affairs and replace with Florida Department of Economic Opportunity (FDEO); to remove all references to Florida Statute 163.3101 and replace with Florida Statute 163.3161.

#### **BACKGROUND:**

Pursuant to adoption of the new "Community Planning Act", Chapter 163, Florida Statutes, changes and deletions to the Comprehensive Plan attached to and incorporated in this ordinance are consistent with the Florida Statutes. The purpose and intent of this ordinance is to adopt changes to the Comprehensive Plan to fulfill the requirements of the newly enacted "Community Planning Act", Chapter 163, Florida Statutes. At the January 9, 2012 Planning Board meeting, the board reviewed and recommended that the BCC approve the transmittal of the ordinance.

#### **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:**

Once the ordinance has been transmitted to DEO and the County receives comments, the BCC will hold a public hearing for adoption of the ordinance. Implementation of this Ordinance will consist of a text amendment to the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

---

### **Attachments**

Legal Sign off;Draft Ordinance;Clean Copy

Comp Plan Attachment A





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

**AI-2362** **Growth Management Report** **12. 1.**  
**BCC Regular Meeting** **Action**

**Meeting Date:** 05/17/2012

**Issue:** Escambia County Comprehensive Plan Implementation Annual Report Year 2010/2011

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

**Organization:** Development Services

---

**RECOMMENDATION:**

Recommendation Concerning the Review of the Comprehensive Plan Annual Report for Fiscal Year 2010/2011.

That the Board review and approve the Fiscal Year 2010/2011 CPIC Annual Report.

**BACKGROUND:**

As required by the Comprehensive Plan Capital Improvement Element, the Comprehensive Plan Implementation Committee (CPIC) provides an annual report of the status of growth management activities and the Capital Improvement Program (CIP) to the Planning Board. The Planning Board reviews the report and makes recommendations to the BCC for use during its deliberations on the annual budget and CIP.

The Planning Board reviewed and recommended approval of the Annual Report at the May 14, 2012 Planning Board meeting.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the approval of this report.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

A copy was provide to the County Attorney's office.

**PERSONNEL:**

No additional personnel are required for implementation of this report.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Annual Report is prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan.

**IMPLEMENTATION/COORDINATION:**

The Development Services Department will distribute copies to all County Departments and make them available to interested citizens. After BCC approval, the Annual Report will be transmitted to the Department of Economic Opportunity as a courtesy copy. Development Services Department staff has coordinated development of the Annual Report with all CPIC members.

---

### **Attachments**

Comp Plan Annual Report

**Escambia County  
Comprehensive Plan  
Implementation  
Annual Report 2010/2011**



A Report of the  
Comprehensive Plan Implementation Committee and the Planning Board to the  
Escambia County Board of County Commissioners

April 9, 2012



## EXECUTIVE SUMMARY

---

This Annual Report has been prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan, which requires reporting of certain data and information related to growth on an annual basis.

The purpose and intent of the Annual Report is to provide a yearly planning tool for monitoring and evaluating future implementation of the Escambia County Comprehensive Plan. The Comprehensive Plan contains policies and objectives adopted by the Board of County Commissioners to provide for “orderly growth management” and to “maintain and improve the quality of life for all citizens of the county”.

CIE 1.4.1 and 1.4.2 of the Comprehensive Plan calls for the Comprehensive Plan Implementation Committee to report by April 1 of each year, to the Local Planning Agency (LPA) on the status of capital project implementation activities as well as LOS conditions within the County. By June 1 of each year, the Escambia County LPA shall report to the BCC its evaluation of the implementation of the Capital Improvements Element and the Comprehensive Plan during the previous fiscal year. The report shall contain recommendations to maintain LOS standards and any adjustments necessary to the Capital Improvements Element and/or the County's annual capital improvement program.

The Board of County Commissioners (BCC) adopted the 2030 Comprehensive Plan on January 20, 2011 and the Florida Legislature adopted changes to Chapter 163 Florida Administrative Code in July, 2011.

As a result of the new adopted 2030 Comprehensive Plan the following elements are to be included within the Comprehensive Plan Annual Report for 2010/2011:

General Requirements-Population Projections, Mobility Element, Coastal Management Element, Conservation Element, Intergovernmental Coordination Element, Infrastructure Element, Recreation Element.

This report was prepared by the Development Services Department and reviewed by the Comprehensive Plan Implementation Committee on 3/30/12.



COMPREHENSIVE PLAN IMPLEMENTATION COMMITTEE MEMBERS

CHARLES R. "RANDY" OLIVER, *County Administrator*

LARRY NEWSOM, *Assistant County Administrator*

T. LLOYD KERR, AICP, *Development Services Director*

JOY BLACKMON, PE, *Public Works Director*

KEITH WILKINS, *Community and Environment Interim Director*

AMY LOVOY, *Management & Budget Services Director*

MIKE WEAVER, *Public Safety Director*

DANIEL R. SPILLMAN, *Fire Chief*

GORDON PIKE, *Corrections Director*

BUCK LEE, *Santa Rosa Island Authority General Manager*

Annual Report Prepared By:

*Development Services Department*

JUAN LEMOS, *Senior Planner*

ALLYSON CAIN, *Urban Planner II*

JOHN FISHER, *Urban Planner II*

BRENDA WILSON, *Urban Planner I*



# TABLE OF CONTENT

1.0	<b>POPULATION ESTIMATES AND PROJECTIONS</b>	
	Population Estimates and Projections .....	1
2.0	<b>MOBILITY ELEMENT</b>	
	TCEAs Established/CRA .....	3
	Interlocal Agreement .....	3
	Infrastructure Impact Report.....	3
	Annual Assessment.....	4
3.0	<b>HOUSING</b>	
	State and Federal Assistance.....	6
	Neighborhood Enterprise Foundation.....	7
4.0	<b>INFRASTRUCTURE</b>	
	Los Evaluation .....	8
5.0	<b>COASTAL MANAGEMENT ELEMENT</b>	
	Infrastructure Inventory.....	9
	Development Impact Analysis .....	9
	Resource Monitoring .....	9
	Beach Shoreline Regulations .....	12
6.0	<b>CONSERVATION</b>	
	Monitoring and Recommendations .....	14
7.0	<b>RECREATION</b>	
	Annual Review and Report.....	15
8.0	<b>INTERGOVERNMENTAL COORDINATION</b>	
	Growth and Development.....	16



## 1.0 POPULATION ESTIMATES AND PROJECTIONS

*A central tenant of long-range comprehensive planning is the projection of future population levels and characteristics. Population growth trends and projections can have a significant effect on forecasting the needs and demands for a variety of services such as transportation, sanitary sewer, drainage, solid waste and parks and open space. Population has a major effect on private development like housing and economic sustainability; therefore, it is important to analyze past population growth trends and attempt to make valid population projections as part of the planning process.*

The University of Florida Bureau of Economic Development and Business Research (BEBR) estimated the total population for Escambia County as of 1 April 2011 at **299,261**.

Estimates of Population by County and City in Florida: April 1, 2011						
State	(estimate) 4/1/2011	Total Change	(Census) 4/1/2010		Inmates	Estimates less inmates 4/1/2011
<b>Florida</b>	18,905,048	103,738	18,801,310		127,619	18,777,429
Incorporated	9,507,404	53,756	9,453,648		18,828	9,488,576
Unincorporated	9,397,644	49,982	9,347,662		108,791	9,288,853
County and City						
<b>Escambia</b>	299,261	<b>1,642</b>	297,619		2,741	<b>296,520</b>
Century	1,690	<b>-8</b>	1,698		0	<b>1,690</b>
Pensacola	51,939	<b>16</b>	51,923		59	<b>51,880</b>
UNINCORPORATED	245,632	<b>1,634</b>	243,998		2,682	<b>242,950</b>
<b>Source: University of Florida, Bureau of Economic and Business Research, November 1, 2011.</b>						

Components of Population Change for Counties in Florida, 2010 to 2011							
				Components of Change		Percent of Change Due to—	
		Births	Deaths	Natural Increase	Net Migration	Natural Increase	Net Migration
FLORIDA	103,738	214,519	172,509	42,010	61,728	40.5	59.5
Escambia	1,642	3,922	2,991	931	711	56.7	43.3
<b>Source: University of Florida, Bureau of Economic and Business Research, 2011.</b>							



**Population Change for Counties in Florida, 1990 to 2011**

	Population				Percent change	2000 to 2010	1990 to 2000
	2011	2010	2000	1990			
FLORIDA	18,905,048	18,801,310	15,982,824	12,938,071	0.6	17.6	23.5
Escambia	299,261	297,619	294,410	262,798	0.6	1.1	12.0

**Source: University of Florida, Bureau of Economic and Business Research, 2011.**

**Escambia County Population Projections**

2010	2015	2020	2025	2030	2035	2040
297,619	300,883	304,909	308,791	312,360	315,537	318,411

**Source: University of Florida, Bureau of Economic and Business Research, 2011.**





## **2.0 MOBILITY ELEMENT**

*The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.*

### **MOB 1.2.1 Transportation Concurrency Exception Areas (TCEAs) Established**

*The following TCEAs are hereby established, and the TCEA Map is attached herein to this ordinance as Exhibit G:*

- a. Warrington TCEA - That area coterminous with the area approved in 1995 as the Warrington Redevelopment Area and including the Sunset Avenue Corridor of Navy Point;*
- b. Fairfield Drive TCEA - That area coterminous with the approved Englewood-Ebonwood and Palafox Redevelopment Areas and including a portion of the Brownsville Redevelopment Area.*

*The Transportation Concurrency Exception Areas will continue to be reviewed annually to ensure they meet the TCEA requirements; results of this review will be reported in the County's Comprehensive Plan Implementation Annual Report.*

Escambia County Transportation and Traffic Operations Division has reviewed the existing TCEAs for concurrency with the adopted levels of service and determined that the established TCEAs are operating within acceptable standards.

### **MOB 4.2.5 Interlocal Agreement**

*An interlocal agreement to determine the details of the coordination between the Navy and Escambia County shall include, but not be limited to, the individual responsibilities of the County and the Navy; the method by which the Navy will appoint a Planning Board representative; the length of the term of appointment; the details of the coordination required to produce, receive and transmit any Navy comments to the State; establish who will be responsible for forwarding the comments; the method by which the Navy will apprise the County of any available grants and the details to be reported on the Annual Report on Comprehensive Plan Implementation. The Military Interlocal Agreement became effective September 2003.*

The adopted existing interlocal agreement was reviewed this year for compliance. New joint projects that will be addressed by the County and the Navy during this year's reporting period will require review and update of the interlocal agreement by next year's report. The Navy's representative continues to participate in the decision making process of the Planning Board.

### **MOB 4.2.9 Infrastructure Impact Report**

*A formal information exchange between the County, FDOT, Emerald Coast Utilities Authority (ECUA) and other utility service providers in the area will be established to*



*explore the growth inducing impacts of utility expansion and infrastructure improvements within the AIPD overlay areas in relation to the JLUS recommendations.*

The initial calculations used during this reporting period within the AIPD Overlay Areas will be used as the baseline figures to track utility and infrastructure improvements in future reports.

#### **MOB 4.2.10 Annual Assessment**

Pursuant to Section 163.3191(n) Florida Statutes, and beginning in Fiscal Year 2004/2005, the County shall conduct an annual assessment of the effectiveness of the criteria adopted pursuant to Section 163.3177(6)(a), Florida Statutes, in achieving compatibility with military installations in areas designated as AIPDs. This assessment shall be based on a compilation of data for the calendar year and shall compare the current years' development with the previous years' development relevant to the following in each AIPD:

- a. Single-family residential building permits in each AIPD area based on the number of permits issued, and broken down by Accident Potential Zone (APZ) and AIPD area.
- b. Number of residential units (high density) approved and permitted.
- c. Extension of sewer and water lines in the AIPD Overlay areas as reported by ECUA (or relevant potable water distributors).
- d. Number of units approved in preliminary and final subdivision plats.
- e. Number of site plans for commercial projects approved.
- f. Number of communication towers approved.
- g. Number of variances and/or conditional use requests and approvals.
- h. Number of rezoning requests/approvals.
- i. Number of future land use amendments.

The intent is to measure the increase or decrease in residential development activity within the AIPDs to determine the effectiveness of the measures adopted to control residential density and encourage commercial development, as recommended by the JLUS. The County shall review the collected data to ensure compliance with the intent of the JLUS recommendations. In addition, analysis of the collected data over a period of time will assist in determining what future changes may be required to enhance or improve the County's efforts to control encroachment on the military installations.

The County's annual assessment of the effectiveness of the criteria adopted pursuant to 163.3177(6)(a), F.S. (2007) in achieving compatibility with military installations in areas designated as AIPD was conducted in FY 2010/2011. A compilation of AIPD data for the calendar year of 2011 is shown below.



**Calendar Year 2011 Airfield Influence Planning Districts (AIPD) Monitoring**

Planning District	Zone	Sewer & Water Lines Extension	Total Dwelling Units Approved In Prelim. Plans	Total Dwelling Units Approved In Final Plans	Commercial Site Plans Approved	Residential Bldg Plans Approved	Residential Site Plans Approved	Commercial Towers Approved	Variances	Conditional Use	Rezoning Approval	Future Land Use Amendment
<b>NAS PENSACOLA</b>												
AIPD-1	AREA A	*	0	0	0	0	0	0	0	0	0	0
	AREA B	*	0	0	0	0	0	0	0	0	0	0
	APZ-1		0	0	0	0	0	0	0	0	0	0
	APZ-1 NASP	*	0	0	0	0	0	0	0	0	0	0
	APZ-2	*	0	0	0	0	0	0	0	0	0	0
	APZ-2 NASP	*	0	0	0	0	0	0	0	0	0	0
	CZ	*	0	0	0	0	0	0	0	0	0	0
		*	0	0	0	0	0	0	0	0	0	0
AIPD-2		*	0	119	0	0	0	0	0	1	0	0
<b>NOLF SAUFLEY</b>												
AIPD-1	AREA B	*	0	0	0	0	0	0	0	0	0	0
	APZ-1	*	0	0	0	0	0	0	0	0	0	0
	APZ-2	*	0	0	0	0	0	0	0	0	0	0
	CZ	*	0	0	0	0	0	0	0	0	0	0
AIPD-2		*	0	0	0	0	0	0	1	0	0	0
<b>NOLF SITE 8</b>												
AIPD-1	AREA B	*	0	0	0	0	0	0	0	0	0	0
AIPD-2		*	0	0	0	0	1	0	0	0	0	0



### 3.0 HOUSING ELEMENT

***HOU 1.6.6 State and Federal Assistance.*** *Escambia County shall participate in the following programs or any replacement or supplemental programs, which may be developed by state, federal or other appropriate agencies:*

- a. HUD Section 8 Rental Voucher Program existing housing program, for rent supplements to qualified low-income families;*
- b. The Community Development Block Grant (CDBG) Program;*
- c. The Consolidated Plan pursuant to the Cranston-Gonzalez National Affordable Housing Act;*
- d. The Home Investments Partnership Program (HOME); and*
- e. The State Housing Initiatives Partnership (SHIP) Program, among others.*

1. *U.S. Housing and Urban Development, Section 8, existing housing program, for rent supplements to qualified low-income families;*

Escambia County and the City of Pensacola consolidated the two separate Section 8 Rental Assistance programs in 1991, and the City of Pensacola Housing Office administers the Section 8 program covering the entire County. Currently over 2200 families continue to actively participate in the Section 8 Rental Assistance Voucher Program in Escambia County and the City of Pensacola. Additionally, the City Housing Office also has received Veteran Affairs Supportive Housing (VASH) vouchers to assist approximately 100 veterans with rental assistance.

2. *The Community Development Block Grant (CDBG) Program;*

Escambia County has actively participated in the CDBG Program since becoming an entitlement jurisdiction in 1988. An Annual Plan has been and continues to be prepared and mutually approved by members of the Escambia Consortium (Escambia County, City of Pensacola, Santa Rosa County and the City of Milton) detailing the plans for the respective jurisdictions with regard to allocation of CDBG funds. The funding for this program has decreased significantly over the past years, and this trend is continuing.

3. *The Consolidated Plan pursuant to the Cranston-Gonzalez National Affordable Housing Act;*

The Escambia Consortium (Escambia County, City of Pensacola, Santa Rosa County and the City of Milton) jointly prepares and the governing bodies of each body mutually approve a new Consolidated Plan every five years. The current 2010-2014 Escambia Consortium Consolidated Plan was approved by the member jurisdictions and HUD in 2011, and will remain in force until September 30, 2015. The Annual Action plan is updated annually via the



HUD Annual Plan approval process and submitted to HUD each August to outline the use of HUD funds each year.

4. *The Home Investments Partnership Program (HOME); and*

Escambia County actively participates in the HOME Program and has since 1992. The program supports the County's replacement housing program and the scattered site rental development initiative undertaken with area non-profit organizations. For many years, this has been the only significant source of funds for replacement of severely deteriorated, owner occupied housing units in the County. It is anticipated that significant funding cuts will be made by HUD to this Program.

5. *The State Housing Initiatives Partnership (SHIP) Program, among others.*

Since 1993, Escambia County and the City of Pensacola jointly participate in the SHIP Program, but funding has not been received since 2009. The program supports a range of local affordable homeownership housing programs, as well as workforce rental development (to a lesser degree). This is the State of Florida's primary affordable housing resource with dedicated funding provided through a surcharge on documentary stamps. As such, the SHIP Program has become the major housing resource, not only for Escambia County, but also for virtually all the local governments throughout the State of Florida.

***HOU 1.6.7 Neighborhood Enterprise Foundation.*** *Escambia County shall provide assistance, through NEFI to provide affordable homeownership opportunities for moderate, low and very-low income homebuyers*

This arrangement with Neighborhood Enterprise Foundation, Inc. (NEFI), which began in 1991, continues to date. NEFI manages housing and community development programs as part of the Community & Environment Department, under the authority of the BCC. Given the funding cuts for the State SHIP Program and Federal HUD programs, the actual annual production will directly relate to the level of funding actually provided by the respective agency. Housing programs address both homebuyer assistance programs as well as homeowner rehabilitation.



## 4.0 INFRASTRUCTURE ELEMENT

**INF 4.1.7 Level of Service (LOS) Standards.** *The LOS standard for potable water service within Escambia County shall be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County shall continue to work with the water providers to ensure adequate capacity is available.*

The Emerald Coast Utilities Authority (ECUA) owns and operates three (3) wastewater treatment plants/water reclamation facilities within its service area, as of the end of the 2011 calendar year. These facilities, which are shown below “Wastewater Treatment Facilities”, serve customers within the City of Pensacola and unincorporated Escambia County, including Pensacola Beach and Perdido Key. A single plant serves Pensacola Beach, while an integrated collection system ties the service areas for the Bayou Marcus Water Reclamation Facility and the new Central Water Reclamation Facility (CWRF) together on the mainland, along with Perdido Key. With the completion of the transfer of flows to the CWRF, from the Main Street Wastewater Treatment Plant (MSWWTP) the ECUA has taken the MSWWTP out of service.

A detailed summary of the capital improvements in progress or planned for those facilities and other wastewater system components can be found at [www.ecua.org](http://www.ecua.org) which includes the ECUA Capital Improvements Program (CIP) - Fiscal Years 2011 - 2015, which the ECUA Board has formally approved and adopted. Any proposed facility improvement or expansion detailed in the CIP will be financed solely by the ECUA through user fees, impact fees, bond issues, developer contributions, or state and federal grants or appropriations. The major improvements that were underway and/or completed this past year include: completion of the construction of the Central Water Reclamation Facility (CWRF), which has allowed the shut-down and abandonment of the Main Street WWTP.

**ECUA Wastewater Treatment Facilities**

Facility	Permitted Capacity (GPD)	12 Month Average Daily Flow (GPD)	Excess Capacity (GPD)
Bayou Marcus WRF	8,200,000	5,808,000	2,392,000
Central WRF	22,500,000	11,157,000	11,343,000
Pensacola Beach WWTP	2,400,000	9,100,000	1,490,000

Source: Department of Environmental Protection, Northwest District, 2011, <http://www.dep.state.fl.us/northwest/>  
Bill Evans, P.E. Domestic Wastewater Permitting Supervisor

**INF 4.1.9 LOS Evaluation and Revision.** *By December 2011, Escambia County shall develop a report evaluating the current LOS standard for potable water service provision. This report shall examine alternative LOS standards and establish a five-year*



*plan to achieve and maintain a LOS that is sufficient to meet the County’s projected needs. Upon completion of this report, recommendations for revisions to adopted LOS standards and other related policies identified within this report shall be adopted as amendments to the Escambia County Comprehensive Plan within 18 months.*

The ECUA is the primary provider of potable water service for southern Escambia County, including Pensacola Beach. The remainder of the County is served by Nine (9) smaller water supply franchises. The Florida Department of Environmental Protection receives a Monthly Operating Report (MOR) from each utility. The table below lists the water supply utilities and their capacities in gallons per capita per day.

These facilities serve customers within the City of Pensacola and unincorporated Escambia County, and on Pensacola Beach. Because the production wells pump into an inter-connected, grid distribution system and not to a specific and definable service area, the current demand on each individual well is not relevant to an analysis of the overall system. ECUA monitors and reports to the Environment Protection Agency via the Florida Department of Environmental Protection (FDEP). For more detailed data please visit

[http://www.dep.state.fl.us/northwest/OCULUS\\_08\\_public\\_revised20110106Water.pdf](http://www.dep.state.fl.us/northwest/OCULUS_08_public_revised20110106Water.pdf)

or [www.ecua.org](http://www.ecua.org).

**Water Supply Facilities Capacities in Gallons per Day (GPD)  
A summary of capital improvements for water production and distribution.**

<b>Facility</b>	<b>Design Capacity g/d</b>	<b>12-Mo Avg Flow</b>	<b>Excess Capacity</b>
Bratt-Davisville Water System	1,656,000	206,541	1,492,226
Central Water Works Inc.	2,304,000	352,440	1,959,976
Cottage Hill Water Works	2,160,000	420,517	1,816,000
Emerald Coast Utilities Authority	84,457,440	34,297,083	51,930,000
Farm Hill Utilities Inc.	2,736,000	560,611	2,300,000
Gonzalez Utilities Association Inc.	2,088,000	624,967	1,349,063
Molino Utilities Inc.	3,801,600	714,375	2,601,400
Peoples Water Service Company	7,416,000	2,396,704	2,413,000
Walnut Hill Water Works Inc.	1,116,000	243,370	954,000

Source: Department of Environmental Protection, Northwest District, 2011, <http://www.dep.state.fl.us/northwest/>



## 5.0 COASTAL MANAGEMENT

**COA 1.2.4 Infrastructure Inventory.** *Escambia County shall maintain an inventory of infrastructure located within the CHHA. The 1995 report on coastal infrastructure shall be updated annually. The Comprehensive Plan Implementation Committee shall produce a report for consideration by the Escambia County Board of County Commissioners (BCC) that presents opportunities to relocate or replace such infrastructure.*

The County has not issued any new permits for construction within the designated Coastal High Hazard Area. New Federal Emergency Management Agency (FEMA) guidance, will require and update and revision of the CHHA definition, designation and graphical support documents in order to meet FEMA, National Flood Insurance Program (NFIP), Florida Division of Emergency Management (FDEM), and the Florida Building Code (FBC) standards.

**COA 1.3.8 Development Impact Analysis.** *The Comprehensive Plan Implementation Annual Report shall include an analysis of proposed and new developments' impact on hurricane evacuation times. The BCC, upon receipt of the report from the Local Planning Agency (LPA), will address any deficiencies identified in the report and take corrective measures as necessary. The report and recommendations will consider the actual development that has occurred during the evaluation period (preceding 12 months) as well as the projected development anticipated to be approved during the succeeding evaluation period. The needed corrective actions by the BCC will maintain or reduce the County's adopted roadway clearance time.*

Based on the newly released Evacuation Study and modeling tools available to the County, the Division of Emergency Management staff is evaluating the new Florida Statewide Regional Evacuation Study Program and the evacuation model to determine if there will be a need to develop a new process for evaluating the impacts of growth on evacuation times based upon the capabilities of the new model and the ability to compile current input data for the model.

**COA 2.1.2 Resource Monitoring.** *The Escambia County staff shall monitor the resources referenced in Objective COA 2.1 and provide recommendations to the BCC regarding their protection, conservation, and enhancement. Monitoring data and recommendations shall be included in the Comprehensive Plan Implementation Annual Report and shall include at least:*

- a. *Changes in the total acreage of coastal wetlands and the extent of coastal wetland communities;*





<b>Individual Tree Implementation</b>	
Number of Tree Removal Permits	11
Number of Protected Trees Removed	12
Number of Mitigation Trees Required	0
<b>Development Review Projects with Wetlands</b>	
Number of DRC Projects	134
Number of Projects with Wetlands on Site Plan	23
Acres of County with Wetlands Impacted	10.53
Acres of County Buffers Impacted	2
Acres of FDEP Wetlands Impacted	368.64
Acres of ACOE Wetlands (ESL Impacted)	9
Acres of Wetlands/ESL Created/Restored	0
Acres of Wetland/ESL Preserved	113.88

Source: Escambia County Environmental Permitting

*b. Changes in the volume of the commercial fish catch and the amount of fish and shellfish annually landed;*

The preliminary 2011 Commercial Fishery Annual Landings Report for all Florida Counties can be found at the following website link:

[http://myfwc.com/media/1540768/sumcnty\\_11.pdf](http://myfwc.com/media/1540768/sumcnty_11.pdf)

### Commercial Fishery Annual Report for Escambia County

Year	Total Number of Finfish (lbs.)	Total Volume of Invertebrates (lbs.)	Total Volume of Food Shrimp (lbs.)	Total Volume of Bait Shrimp (lbs.)	Total Trips	Grand Volume Total (lbs.)
2010*	777,890	72,361	93,906	0	2,027	944,157
2011**	674,669	82,474	230,209	0	1,645	987,353

Source: Florida Fish and Wildlife Conservation Commission, Marine Fisheries Information System;

\* = Final Report; \*\* = Preliminary Report



*c. Changes in acreage of protected land on barrier islands;*

According to the County's Environmental Permitting Division, no protected lands on the Barrier Islands were impacted during FY 2010/11.

**Acreage of Protected Land on Barrier**

Owned by	Recreation or Conservation	Number of Parcels	Acreage
County	Recreation	5	3.57
SRIA	Recreation	31	541.12
State	Recreation	5	421.98
Federal	Conservation	18	3,555.40
<b>Total</b>			<b>4,522.07</b>

Source: Escambia County Geographic Information Systems (GIS)

*d. Changes in acreage of coastal lands held for conservation and recreation use*

According to the County's Environmental Permitting Division, no protected lands on the Mainland were impacted during FY 2010/11.

**Acreage of Protected Land on Mainland**

Owned by	Recreation or Conservation	Number of Parcels	Acreage
Century	Recreation	2	13.97
County	Recreation	136	1,682.69
	Conservation	35	1,013.46
Federal	Conservation	3	19.66
State	Recreation	4	929.11
	Conservation	102	23,091.54
<b>Total</b>			<b>26,750.43</b>

Source: Escambia County Geographic Information Systems (GIS)

**COA 2.3.4 Beach and Shoreline Regulations.** *Escambia County shall protect beach and shoreline systems. These regulating provisions shall be reviewed annually for the Comprehensive Plan Implementation Annual Report and updated as necessary to address concerns and issues including, but not limited to, the following:*

- a. "White Sand" regulations;*
- b. Shoreline protection zone;*
- c. CCCL-related regulations;*
- d. Dune replenishment, enhancement and re-vegetation programs; and*



*e. Wetland and environmentally sensitive area regulations.*

The regulating provisions have been reviewed for FY 2010/2011 and no updates were necessary. The most recent update, in 2005, established the 1975 Coastal Construction Control Line (CCCL) as Shoreline Protection Zone 1 for construction on the south side of the Barrier Islands, fronting the Gulf of Mexico.



## 6.0 CONSERVATION ELEMENT

**CON 1.3.4 Monitoring and Recommendations.** *Escambia County shall utilize FDEP's annual water quality assessment and other sources to monitor surface water systems. Water quality ratings shall be monitored for the Escambia River, Pensacola Bay, Perdido Bay, and Perdido River basins and other locations as appropriate. Monitoring data and recommendations shall be included in the Comprehensive Plan Implementation Annual Report.*

Surface water quality assessments, monitoring data and reporting is conducted by the Escambia County Water Quality Division to the Environmental Protection Agency via the Florida Department of Environmental Protection (FDEP). On a bi-annual basis FDEP produces a document which describe the results of their monitoring efforts in the State of Florida; the Department of Environmental Protection's Integrated Water Quality Assessment for Florida: 305(b) Report and 303(d) List Update for 2010 was the last report submitted. The 2010 305(b) Report is available and may be viewed at: [http://www.dep.state.fl.us/water/docs/2010\\_Integrated\\_Report.pdf](http://www.dep.state.fl.us/water/docs/2010_Integrated_Report.pdf)

The Escambia County Water Quality Division continues to conduct monitoring of local watershed systems as required.



## 7.0 RECREATION ELEMENT

***REC 1.1.7 Annual Review and Report.*** *Escambia County shall annually review and report upon the cooperative efforts between the public and private sectors in the provision of recreational opportunities to assure that such efforts are coordinated. In even numbered years, the report will include an inventory of public beach access facilities, including those in the coastal area.*

Community organizations and athletic associations continue to provide recreational activities to the public in Escambia County. An inventory of existing public beach access facilities will be provided in the 2012/2013 annual update.



## 8.0 INTERGOVERNMENTAL COORDINATION ELEMENT

**ICE 1.3.4 Growth and Development Trends.** *As per the Interlocal Agreement, the local governments will provide the School Board with their Comprehensive Plan Implementation Committee Annual Report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in geographic information system compatible format for the purpose of geo-referencing the information. This report will be in tabular, graphic, and textual formats and will include the following:*

- a. The type, number, and location of residential units that have received zoning approval, final plat and site plan approval;*
- b. Information regarding FLUM amendments;*
- c. Building permits and certificate of occupancy data for residential dwellings issued for the preceding year and their location;*
- d. Summary of vested rights determinations and other actions that affect demands for public school facilities;*
- e. Information regarding the conversion or redevelopment of housing or other structures into residential units that are likely to generate new students and reflects the existing land use; and*
- f. The identification of any development orders issued*

### **Growth & Development Trends FY 2010/2011**

Small Scale Amendments	0
Comprehensive Plan Amendments	2
Land Development Code Changes	9
Interpretations	1
Planned Unit Developments	0
Development Agreements	0

Source: Escambia County Development Services ; Excel Database



TYPES OF CASES	# CASES APPROVED	# CASES DENIED	# CASES WITHDRAWN	# CASES PENDING	TOTAL # OF CASES
<b>Board of Adjustment (BOA)</b>					
Variance	11	0	2	0	13
Conditional Use	9	1	1	0	11
Administrative Appeal	0	1	0	0	1
Development Order Extension (Senate Bills)	500	0	0	0	500
Administrative Variances for Governmental Right of Way Takings	0	0	0	0	0
<b>Rezoning (PB)</b>					
Zoning Map Amendment Cases	22	2	0	1	25
<b>Development Review Committee (DRC)</b>					
Pre-application Meetings	84	0	0	0	84
Preliminary Plat Applications	2	0	0	0	2
Final Plat Applications	4	0	0	2	6
Unplatted Subdivision Applications	3	0	1	0	4
Master Plans Applications	0	0	0	0	0
Planned Unit Developments	0	0	0	0	0
Major Development Site Plans Application	42	0	0	4	46
Minor Development Site Plans Application	40	0	0	2	42

Source: DRC Excel database. LRP staff database.



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

**AI-2534** **Growth Management Report** **12. 2.**  
**BCC Regular Meeting** **Action**  
**Meeting Date:** 05/17/2012  
**Issue:** Action Item - Interpretation PBI-2012-02  
**From:** T. Lloyd Kerr, AICP, Department Director  
**Organization:** Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning the PBI-2012-02: Planning Board Interpretation**

That the Board review and approve the Interpretation to clarify allowable uses in ID-2 zoning category.

**BACKGROUND:**

At the May 14, 2012, Planning Board meeting, the Board reviewed a request for an interpretation as to whether an oil transfer station is to be considered as "other uses similar to those listed herein", within the permitted uses of the ID-2 zoning category. The Board made a recommendation and as per LDC Article 6.05.19.A.14, the final determination shall be made by the BCC upon receipt of the Planning Board's recommendation.

**(Since the Interpretation will be heard at the May 14, 2012, Planning Board meeting, which is prior to the agenda deadline for the May 17, 2012, BCC meeting, the Planning Board determination will be made verbally at the May 17, 2012, BCC, by the Development Services Department Director.)**

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Interpretation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

No additional personnel are required for Interpretation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Interpretation is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

NA

---



## **Attachments**

Interpretation Request



**Development Services Department**  
Escambia County, Florida

REC'D APR 05 2012  
PBI-2012-02  
PPB 120400001

**Request for Planning Board Interpretation  
of a Provision or Section of the Land Development Code**

**Per Article 2, Section 2.07.01 of the Land Development Code:** The Planning Board, sitting as the local planning agency (LPA), shall review and interpret any provisions of this Code for the purposes of clarification or determination of meaning and intent if questions should arise regarding the meaning, intent or interpretation of any provision or section. Such interpretation request shall be presented at the next regular planning board meeting if the request is received by the department of growth management staff at least 20 calendar days in advance of said meeting. \*

*\*Note: Although the request is submitted at the next regular Planning Board meeting, the actual interpretation is subject to the Planning Board's direction and may not be available until the following meeting (depending on the nature of the request and the extent of staff research required).*

Please call the office (595-3475) to make an appointment with the Planning Board Coordinator to personally discuss your request, to review the application form with you, to answer any questions you may have, and/or any possible alternatives to the request. This will prevent any unnecessary expenditures in the event that it is determined an interpretation is not needed. Fees cannot be waived and are non-refundable regardless of the interpretation. The requestor must be present at the Planning Board meeting.

**An application is not considered complete until the following information is received along with the submittal fee of \$175.00.** (Checks made payable to Escambia County, MasterCard & Visa are accepted)

**Applicant Information:**

Name: Neal Bjorklund for Genesis Rail Systems Date: 4/5/12  
Address: 3652 Berryhill Road, Pace, Florida 32571  
Phone: 713-860-2787 Other: 251-513-3215 Email: neal.bjorklund@genlp.com

**Provision and/or Section of the Land Development Code to be interpreted:**

Clarification of allowable uses for ID-2, LDC 6.05.19.B.14

**Reason for the Request:** (Give a description of request and include any documentation to support request.)  
(use additional sheets as necessary)

In ID-2 Zoning Category, is an oil transfer station to be considered as "other uses similar to those listed herein" in LDC 6.05.19.B.14?

  
Applicant Signature

4-5-2012  
Date



**Development Services Department**

**Building Inspections Division**

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

**RECEIPT**

Receipt No. : **552695**

Date Issued. : 04/05/2012

Cashier ID : LPROBINS

Application No. : PPB120400001

Project Name : PBI-2012-02

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	9028095	\$175.00	App ID : PPB120400001
		<b>\$175.00</b>	<b>Total Check</b>

Received From : genis rail

Total Receipt Amount : **\$175.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PPB120400001	645852	175.00	\$0.00	6125 ARTHUR BROWN RD, MCDAVID, FL, 32568

**Total Amount :**

**175.00**

\$0.00

Balance Due on this/these  
Application(s) as of 4/5/2012



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

**AI-2481**

**Growth Management Report 12. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 05/17/2012

**Issue:** Schedule Public Hearings

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

**Organization:** Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**Thursday, June 28, 2012**

**A. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases to be heard by the Planning Board on May 14, 2012:**

**Case No.: Z-2012-08**

Address: 200 Becks Lake Rd

Property Reference No.: 11-1N-31-1000-002-001

Property Size: 188.61(+/-) acres

From: VAG-1, Villages Agricultural District

To: ID-2, General Industrial District (non-cumulative)

FLU Category: MU-U, Mixed Use Urban

Commissioner District: 5

Requested by: Wiley C. "Buddy" Page, Agent for Figure 8 Florida, LLC

**Case No.: Z-2012-09**

Address: 2006 Border St

Property Reference No.: 16-2S-30-2300-001-023

Property Size: 2.23 (+/-) acres

From: R-5, Urban Residential/Limited Office District, (cumulative) High Density and

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

To: ID-2, General Industrial District (non-cumulative)

FLU Category: MU-U, Mixed Use Urban

Commissioner 3  
District:  
Requested by: Wiley C. "Buddy" Page, Agent for Rick Evans of Evans Contracting, Inc.

**Case No.: Z-2012-11**

Address: 11 Eden Lane  
Property Reference No.: 02-1N-31-3402-000-009  
Property Size: 9.55(+/-) acres  
From: V-4, Villages Multi Family Residential District  
To: VR-2, Villages Rural Residential District  
FLU Category: MU-S, Mixed Use Suburban  
Commissioner 5  
District:  
Requested by: Carol Simpson, Agent for John Huelsbeck, Jr., Mary J. Moye and Linda Aligood, Owners

B. 5:46 p.m. - A Public Hearing - LDC Ordinance - Article 6 "Zoning Categories"; and

C. 5:47 p.m. - A Public Hearing - LDC Ordinance - Article 13 - SRIA Design Guidelines for Signs.

---



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

**AI-2607**

**County Administrator's Report 12. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/17/2012

**Issue:** Request for Disposition of Property

**From:** Kara Cowen

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

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Request for Disposition of Property for the Clerk & Comptroller's Office - Cynthia Rhodes, Fixed Asset Custodian/Administrator/ Accounting/Circuit Criminal

That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office, for property which is described and listed on the Disposition Form, with the Agency and reason stated; the property is to be traded toward the purchase of a new copier.

**BACKGROUND:**

The copier equipment is obsolete and is to be traded in on the newer equipment.

**BUDGETARY IMPACT:**

\$250 trade in allowance and savings of \$303.85 maintenance cost per month

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy establishes the procedures for disposing of surplus or obsolete equipment.

**IMPLEMENTATION/COORDINATION:**

N/A

---

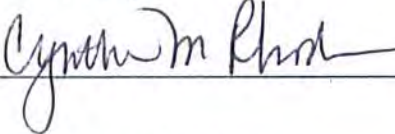
**Attachments**

Copier trade in

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: CLERK OF COURT & COMPTROLLER COST CENTER NO: \_\_\_\_\_

Cynthia M Rhodes DATE: 4/20/2012  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-4137

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52192	SHARP COPIER	J4335200200	2575	9/8/2003	TRADE IN

Disposal Comments: \_\_\_\_\_

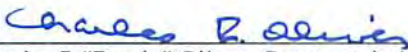
INFORMATION TECHNOLOGY (IT Technician): N/A  
 Print Name

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: 4/20/2012  
 FROM: Clerk & Comptroller Administrator-Accounting \_\_\_\_\_  
 Administrator-Accounting CYNHTIA M. RHODES

RECOMMENDATION: Date: 4/27/12  
 TO: Board of County Commissioners  
 FROM: Clerk & Comptroller  
  
 Charles R "Randy" Oliver, County Administrator

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold  
 by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt \_\_\_\_\_ Date \_\_\_\_\_



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

**AI-2566**

**County Administrator's Report 12. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/17/2012

**Issue:** Navy Boulevard Design Guidelines Manual and Corridor Vision Plan

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Navy Boulevard Design Guidelines Manual and Corridor Vision Plan - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the May 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency, adopting the Navy Boulevard Design Guidelines Manual and Corridor Vision Plan for use within the Warrington Community Redevelopment District.

**BACKGROUND:**

In an effort to continue the community redevelopment program the County hired VHB-MillerSellen to create a design guideline manual and corridor vision plan for the Navy Boulevard corridor. This corridor is part of the Warrington Redevelopment District and serves as the gateway to Naval Air Station Pensacola. These design guidelines are intended to create a desired appearance for redevelopment and reinvestment and to attract new investors to the adjacent historic, waterfront, village-like neighborhoods.

**BUDGETARY IMPACT:**

The use of the design guidelines and compliance with the manual will help revitalize the Warrington Community Redevelopment District by incentivizing new development and redevelopment projects located on the Navy Boulevard corridor. The revitalization efforts will enhance the area aesthetics and increase the quality of life within the district. The performance enhancements will draw future companies and businesses to invest within the area, resulting in an increase in property values while adding to the County's ad valorem tax base.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this manual.

**POLICY/REQUIREMENT FOR BOARD ACTION:**



The proposed manual is consistent with the Board’s goal “to increase citizen involvement in, access to, and approval of, County government activities.”

**IMPLEMENTATION/COORDINATION:**

The proposed manual was prepared in cooperation with the Community & Environment Department, VHB-MillerSellen, area stakeholders and interested citizens. Three public workshops were held to solicit citizen input. The Community & Environment Department will ensure proper advertisement.

---

**Attachments**

Navy Boulevard Guidelines Manual

# Navy Boulevard Corridor Vision Plan and Design Guidelines Manual



SUBMITTED TO



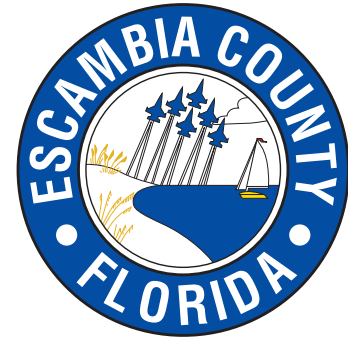
SUBMITTED BY



MillerSellen  
225 E. Robinson Street, Suite 300  
Orlando, FL 32801

# Acknowledgements

---



## Escambia County Board of County Commissioners:

- District 1 ..... Commissioner Wilson Robertson
- District 2 ..... Commissioner Gene Valentino
- District 3 ..... Commissioner Marie Young
- District 4 ..... Commissioner Grover Robinson
- District 5 ..... Commissioner Kevin White

## Escambia County Community & Environment Department

- |  |               |
|--|---------------|
| Department Director                              | Keith Wilkins |
| Community Redevelopment Agency, Division Manager | Eva Peterson  |
| Project Manager                                  | David Forte   |

## Members of the Warrington Revitalization Committee

## Prepared By:



VHB MillerSellen

225 E. Robinson Street, Suite 300

Orlando, Florida 32801

(407)839-4006

[www.vhb.com](http://www.vhb.com)





## Table of Contents

<b>Executive Summary</b> .....	<b>3</b>
<b>Introduction</b> .....	<b>6</b>
Purpose of Study.....	6
<b>Corridor Vision Plan</b> .....	<b>11</b>
Character District Recommendations:.....	11
South Navy District.....	11
Warrington Downtown Center.....	12
Central Navy District.....	12
Chief's Way Activity Center District.....	12
Antique District.....	12
Catalyst Site Evaluation.....	13
<b>Design Guidelines</b> .....	<b>19</b>
Public Realm Design Guidelines.....	19
Private Realm Design Guidelines.....	29
<b>Action Plan and Recommendations</b> .....	<b>37</b>
Code and Policy Amendment Recommendations.....	37
Land Development Code.....	37
Comprehensive Plan.....	37
Recommended Incentive Programs.....	37
Recommended Projects and Schedule.....	38
Alternative Funding Sources.....	39



**Appendix A: Public Participation Process** ..... 43

**First Public Workshop (“Kickoff”)** ..... 44

**Stakeholder Interviews** ..... 44

**Second Public Meeting (“Design Workshop”)** ..... 45

**Third Public Meeting (“Final Design Workshop”)** ..... 46

**Appendix B: Context** ..... 46

**Overview and Current Uses** ..... 48

**CRA Description** ..... 48

**Existing Conditions Description** ..... 49

**Zoning** ..... 49

**Future Land Use** ..... 50

**Transportation Conditions** ..... 50

**Appendix C: Estimated Costs** ..... 51





## Executive Summary

The Escambia County Community Redevelopment Agency (CRA) contracted with VHB MillerSellen (VHB-MS) to prepare a Corridor Vision Plan and Design Guidelines Manual for the Navy Boulevard corridor (US 98 / SR 295) within the Warrington Community Redevelopment Area.

Navy Boulevard serves as an important regional link between many community assets, including Naval Air Station (NAS) Pensacola and the downtown Pensacola business district. Although the area has seen public and private sector reinvestment since the creation of the Warrington CRA District in 1995, it continues to be perceived as a blighted and unsightly area by residents.

The purpose of the Navy Boulevard Corridor Design Guidelines Manual is to provide direction for the redevelopment of both the Public Realm (streets, sidewalks, landscape, parks) and the Private Realm (parcels and buildings). These guidelines are to serve as a strategic roadmap for decision makers in both the public and private sectors and implement a specific Action Strategy of the 2010 Warrington Redevelopment Plan.

Key Recommendations include the following:

- Roadway improvements in the Public Realm to improve safety for pedestrians and vehicles.
- Creation of a “brand” or theme for the Corridor that recognizes the significance of the surrounding Naval assets.
- Future Master Planning Studies to test the financial feasibility of catalyst projects in the Private Realm.

The realization of the Corridor Vision Plan and physical environment depicted by the Design Guidelines for both the Public and Private Realms is a long term process that will be implemented over time. While Escambia County can design, fund and construct capital improvements within the Public Realm and rights-of-way, redevelopment of private property along the three mile corridor will respond to market conditions and take place incrementally.

This manual is a “living document” that must be reviewed and updated over time to account for changing market, transportation, and land use conditions, as well as ongoing long range planning efforts by Escambia County, the Florida Department of Transportation, and other regulatory agencies.



## Introduction

---





## Introduction

The Escambia County Community Redevelopment Agency (CRA) contracted with VHB MillerSellen (VHB-MS) to prepare a Corridor Vision Plan and Design Guidelines Manual for the Navy Boulevard Corridor (US 98 / SR 295) within the Warrington Community Redevelopment Area.

### Purpose of Study

Navy Boulevard serves as an important regional link between many community assets, including Naval Air Station (NAS) Pensacola and the downtown Pensacola business district. Although the area has seen public and private sector reinvestment since the creation of the Warrington CRA District in 1995, it continues to be perceived as a blighted and unsightly area by residents and visitors.

The need for a Design Guideline Manual was identified as a key Action Strategy in the 2010 Warrington CRA District Redevelopment Plan. This Action Strategy is intended to:

- Guide future development in the area to continue to enhance the overall appearance of the redevelopment area without hindering the historic significance;
- Assure future private sector investors that quality redevelopment will be implemented; and
- Promote quality design and help to stabilize property values.

In order to obtain input from local stakeholders, the CRA and VHB-MS facilitated a multi-faceted Public Participation Process, as further described in Appendix A. This process resulted in a community-supported Corridor Vision Plan, which provides the overall context and direction for creation of Design Guidelines.

The purpose of the Navy Boulevard Corridor Design Guidelines Manual is to provide direction for the redevelopment of both the Public Realm (streets, sidewalks, landscape, parks) and the Private Realm (parcels and buildings). These Guidelines and the resulting Action Plan are to serve as a strategic roadmap for decision makers in both the public and private sectors and implement a specific Action Strategy of the 2010 Warrington Redevelopment Plan.



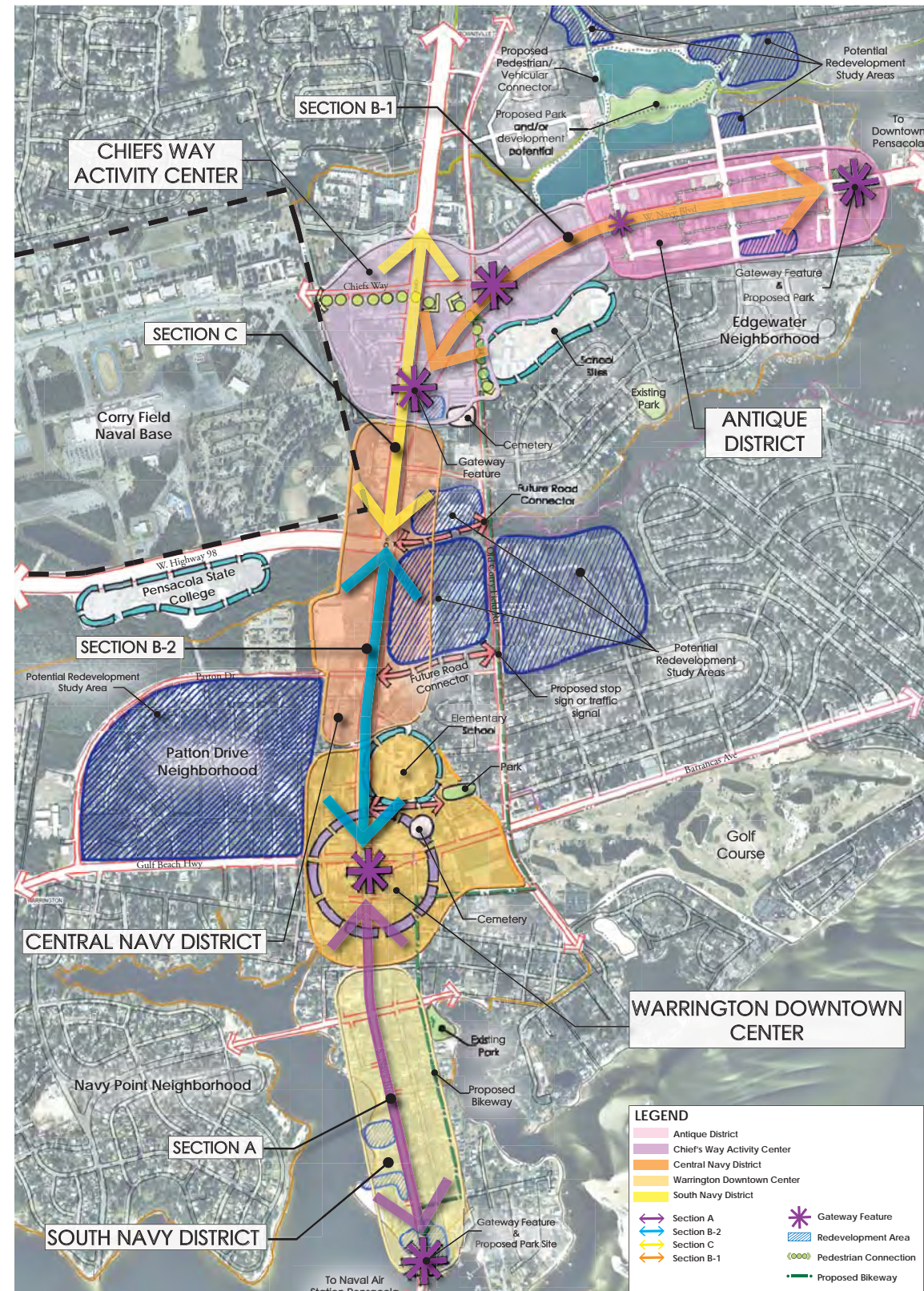


## Corridor Vision Plan

---



Figure 1: Corridor Vision Plan



## Corridor Vision Plan

Based upon community input and feedback during the Public Workshops (described in Appendix A), CRA staff and VHB-MS prepared a Corridor Vision Plan to visually depict a “Master Plan”, or roadmap, for the future redevelopment and revitalization of the Navy Boulevard Corridor. The Corridor Vision Plan divides the Navy Boulevard Corridor into five (5) unique Character Districts based upon geography, roadway and building character, as depicted on Figure 1. Each Character District includes properties with frontage on Navy Boulevard Corridor, as well as properties that are not immediately adjacent to the Corridor, but are within the Warrington CRA District. This demonstrates that a Corridor is not merely a linear pathway; instead it is organized as a series of unique places that are interconnected with adjacent neighborhoods and transportation networks.

Although redevelopment of the Public Realm (streets, sidewalks, landscaping etc) will be consistent through all Districts, the redevelopment of buildings and private property may be different in each District, as described in the Recommendations below. In addition, each District is encouraged to develop a unique theme through the use of icons, material selection, flags and banners, colors, or monuments, to create a “sense of place”.

### Character District Recommendations:

The following sections provide general recommendations for the revitalization of each Character District. More detailed Design Guidelines, located in the next Chapter, provide specific guidance about the intended roadway and building types in each District.

#### South Navy District

- This District should emphasize protection of existing residential use, with commercial uses secondary.
- Buildings should typically be one to two stories in height.
- Buildings should reflect architectural styles associated with historical and traditional residential design.
- Redevelop existing commercial uses at neighborhood serving intersections to discourage a continuous commercial strip along S. Navy Boulevard.
- Create a Gateway feature and waterfront park at the base of the Bayou Grande Bridge to foster a strong sense of arrival and transition to S. Navy Boulevard from the Naval Air Station.
- Direct bicycles to use 2nd Street as an alternative parallel route to S. Navy Boulevard (due to safety and right-of-way constraints).
- Provide greater safety and comfort for pedestrians through landscape and sidewalk improvements between street and sidewalks

### Warrington Downtown Center

- This District should establish the Warrington “Downtown” as a “place” for neighborhood serving retail.
- Buildings should be mixed use and one to three stories in height.
- Buildings should reflect architectural styles and lifestyles associated with a small southern town and Warrington’s history. Building design should complement the best architectural examples of traditional architecture existing within this District.
- Create additional community gathering place(s) in form of civic park or square(s).
- Gateway features should be created in or around the intersection of S. Navy Boulevard and Barrancas Ave.

### Central Navy District

- This District is generally characterized by conventional suburban highway oriented retail and commercial uses.
- Buildings should be one to two stories in height.
- Evaluate mixed use and residential infill & redevelopment opportunities east of Navy Blvd. and along Old Corry Field Rd.
- Provide roadway connectivity from Navy Blvd. to Old Corry Field Rd.
- Provide bikeway and sidewalk improvements along Corry Field Rd to promote safety and access to schools.

### Chief’s Way Activity Center District

- This District is generally characterized by suburban highway oriented retail and commercial uses along Navy Boulevard and US 98, with potential for an activity center with internal pedestrian orientation .
- Buildings should be one to three stories in height.
- Move building frontages closer to the street along Chief’s Way to improve connectivity for redevelopment north and south of Chief’s Way.
- Provide a safe pedestrian and bikeway crossing connection from adjacent development ( Old Corry Field Rd., Middle School, Residential).
- Create a central gathering place or park to create an outdoor food court with connection to existing restaurants.

### Antique District

- Create a new identity themed on Antiques and Arts to promote new infill and redevelopment opportunities. Potential strategies include adaptation of existing buildings for new uses, and aggregation of vacant and underutilized uses create a community destination.
- Buildings should be mixed use and one to three stories in height.
- Provide additional community gathering places in the form of civic parks or squares.
- Create a gateway feature and public park at the base of the Bayou Chico Bridge to foster a strong sense of arrival and transition to the Warrington community from the City of Pensacola.
- Create new local street and or bikeway access connections with neighborhoods north of Jackson Lakes to increase economic support to businesses along W. Navy Boulevard.
- Create a new public park and trail connections around Jackson lakes.

The Recommendations above describe potential capital improvements and projects that can enhance safety and revitalize the Navy Boulevard Corridor.

The Design Guidelines presented in the next Chapter provide greater detail about the intended appearance and final built conditions within the Character Districts.

Warrington Downtown Center Alternative #2 was selected by the Workshop participants as the Preferred Alternative

- Focus redevelopment of Downtown between Barrancas Ave. and Winthrop Ave. extending to ‘Food World’ on the east and to S. Meritt St. on the west.
- Reconfigure street and block pattern Warrington Downtown District area to reduce vehicular conflict areas along Barrancas Ave. Proposed realignment and new connection to 3rd Street.

### Catalyst Site Evaluation

To explore potential redevelopment opportunities in "Catalyst Sites", a series of Alternative Concept Plans were created for the Warrington Downtown District and the Antique District. These Alternatives explore different land use patterns, connections, and potential redevelopment study areas within the Catalyst Site Areas. At the Third Public Workshop (described in Appendix A), the community used Turning Point software to vote for their Preferred Alternative for both the Warrington Downtown Center and the Antique District. After voting, Workshop participants were able to see the results in "real time".

Antique District Alternative #1 was selected by the Workshop participants as the Preferred Alternative.

- W. Navy Boulevard cross section 4 lane boulevard.
- Mid-block gateways along corridor.
- Opportunity for greater vehicular connectivity w/ mid-block cross access connections.
- Future park and trail opportunities along existing Jackson Lakes area.

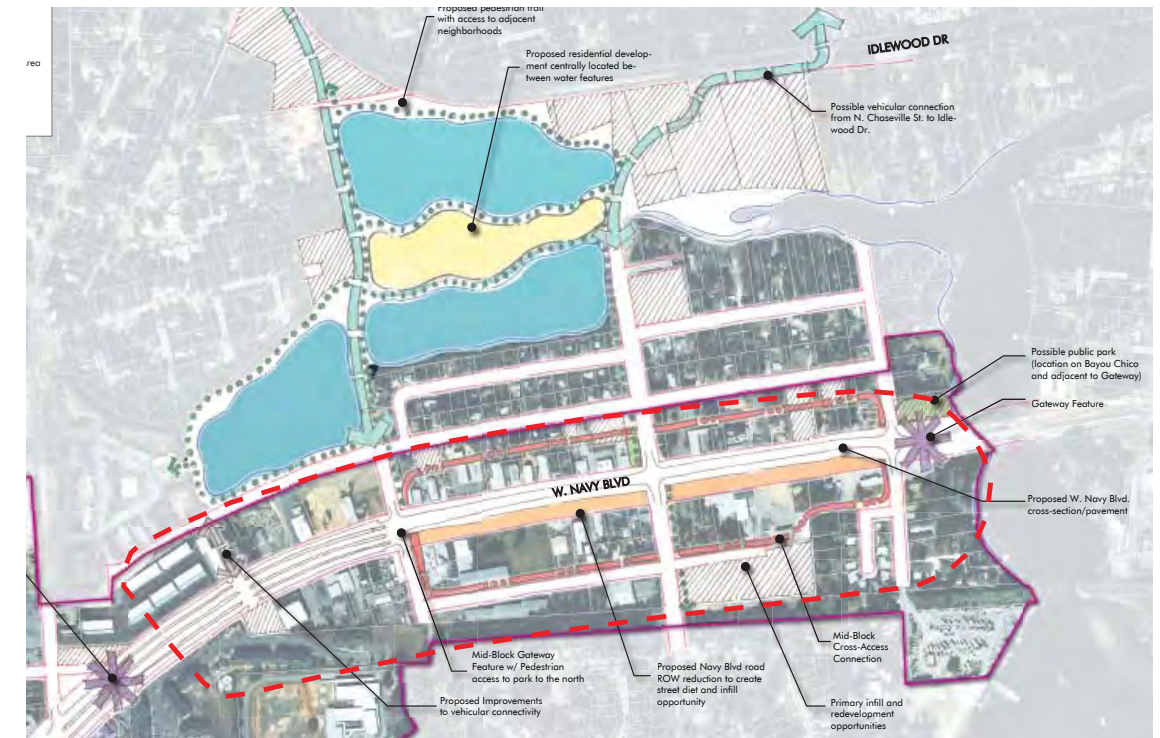


Figure 3: Antique District Alternative Concept Plan #2

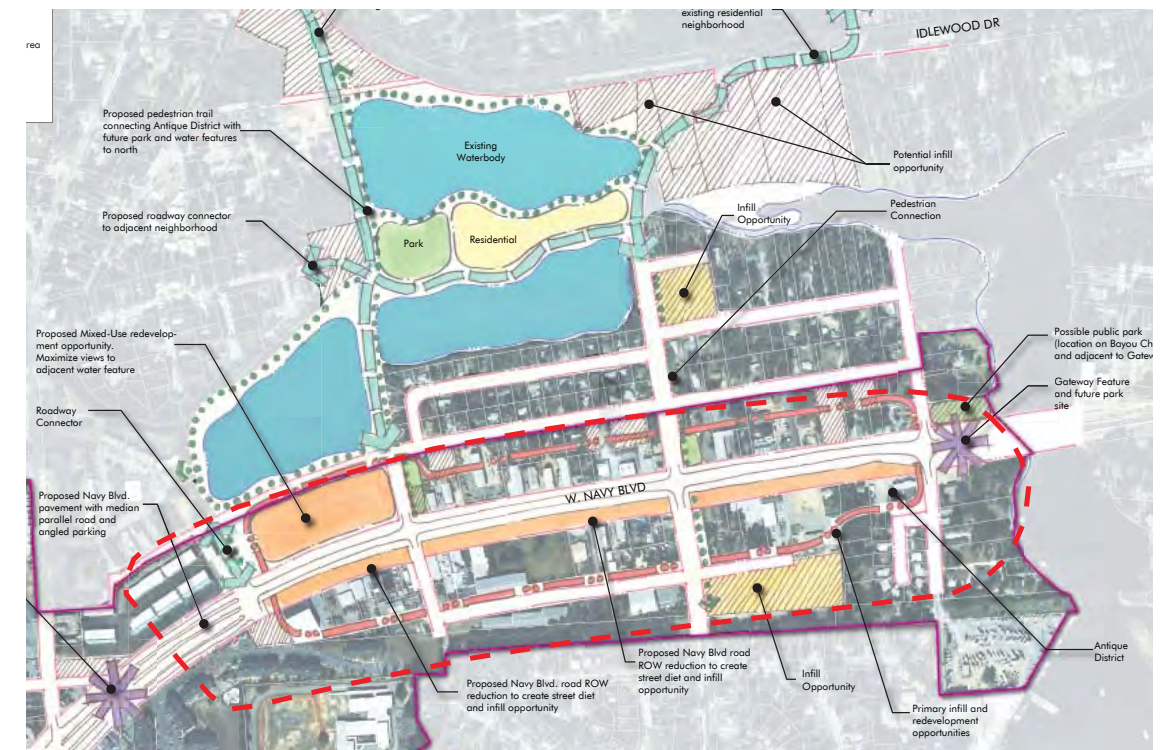


Figure 4: Antique District Alternative Concept Plan #3

Figure 2: Antique District Alternative Concept Plan #1

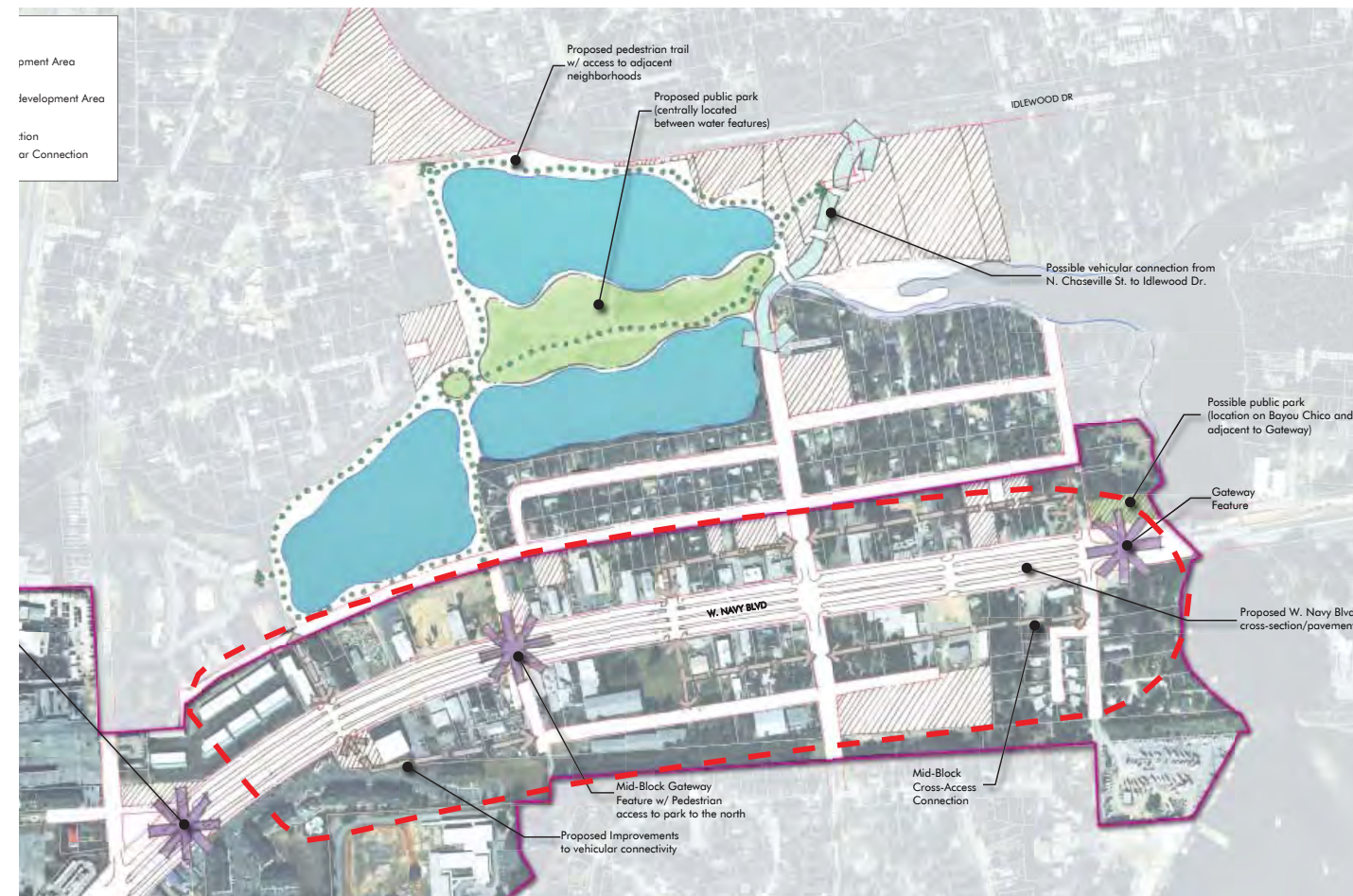
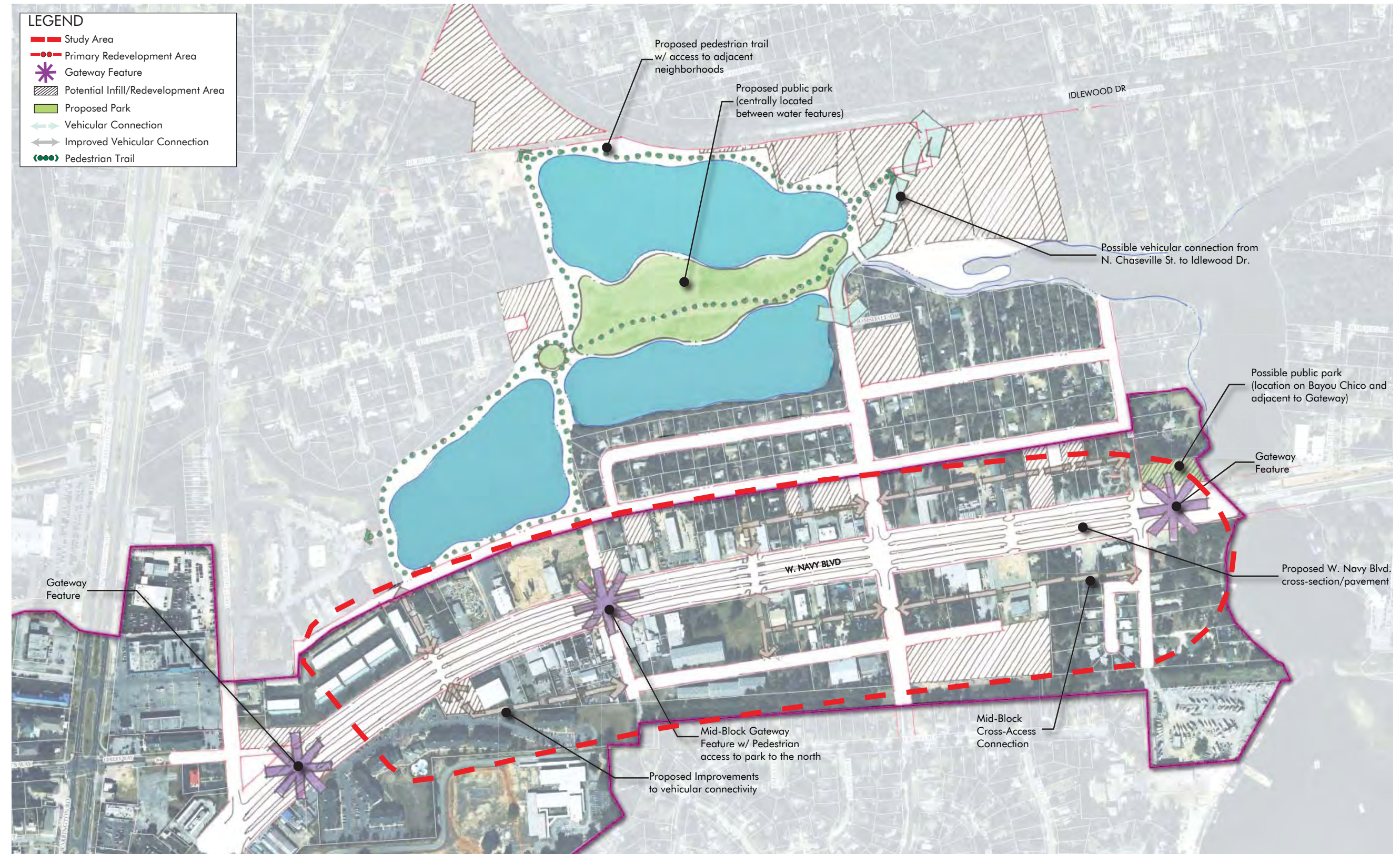


Figure 5: Antique District Preferred Alternative



### Catalyst Site Next Steps

The Preferred Alternatives selected by the community for the Antique District and Warrington Downtown Center should be further evaluated to determine the specific land uses, street network, and development program that can be accommodated within each "Catalyst Site".

- Bikeway connection from 2nd St. to Warrington Downtown District.
- Proposed new street and bikeway connections from Navy Blvd. to Manchester St. for improved neighborhood and Corry Park access.

The Action Plan for this Manual recommends that a market analysis be conducted to test the

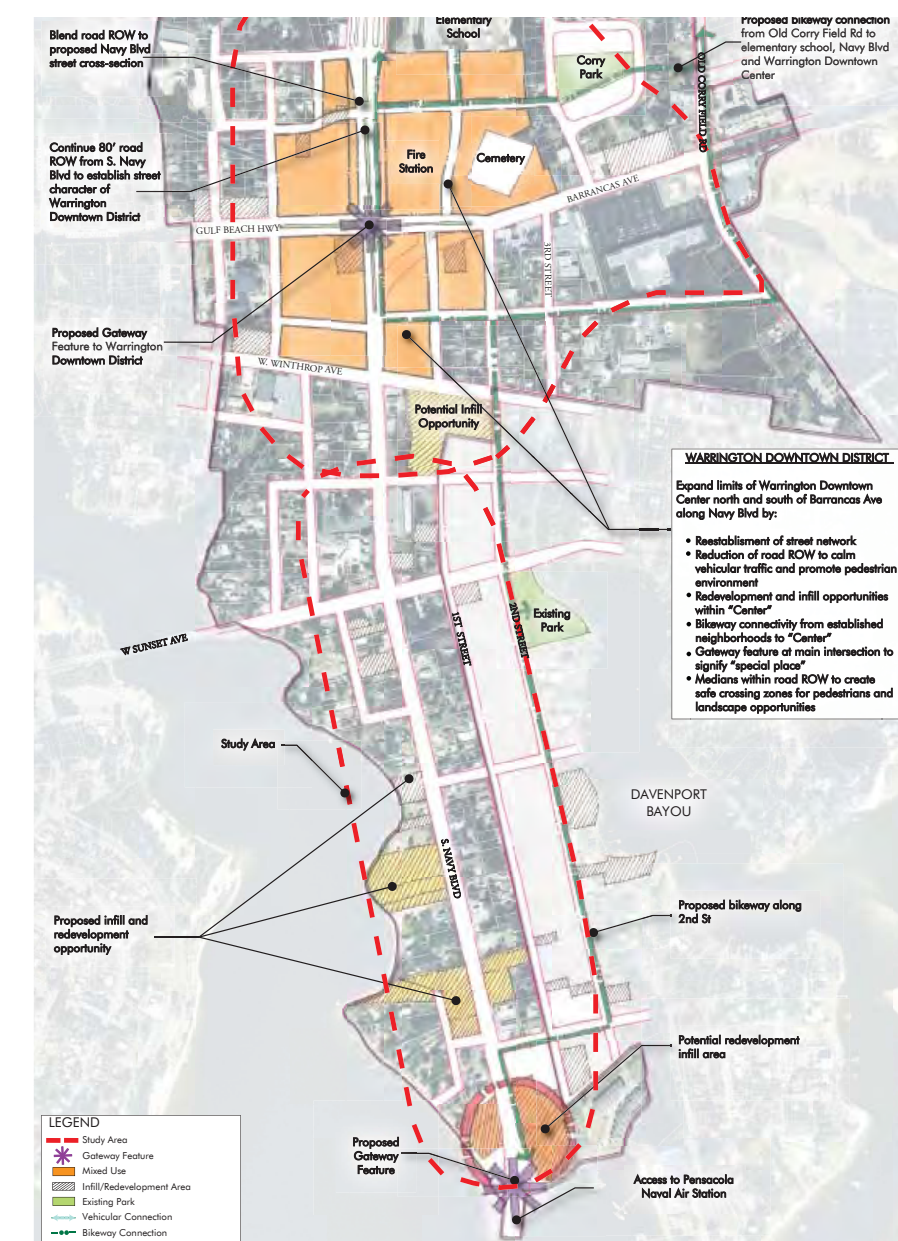
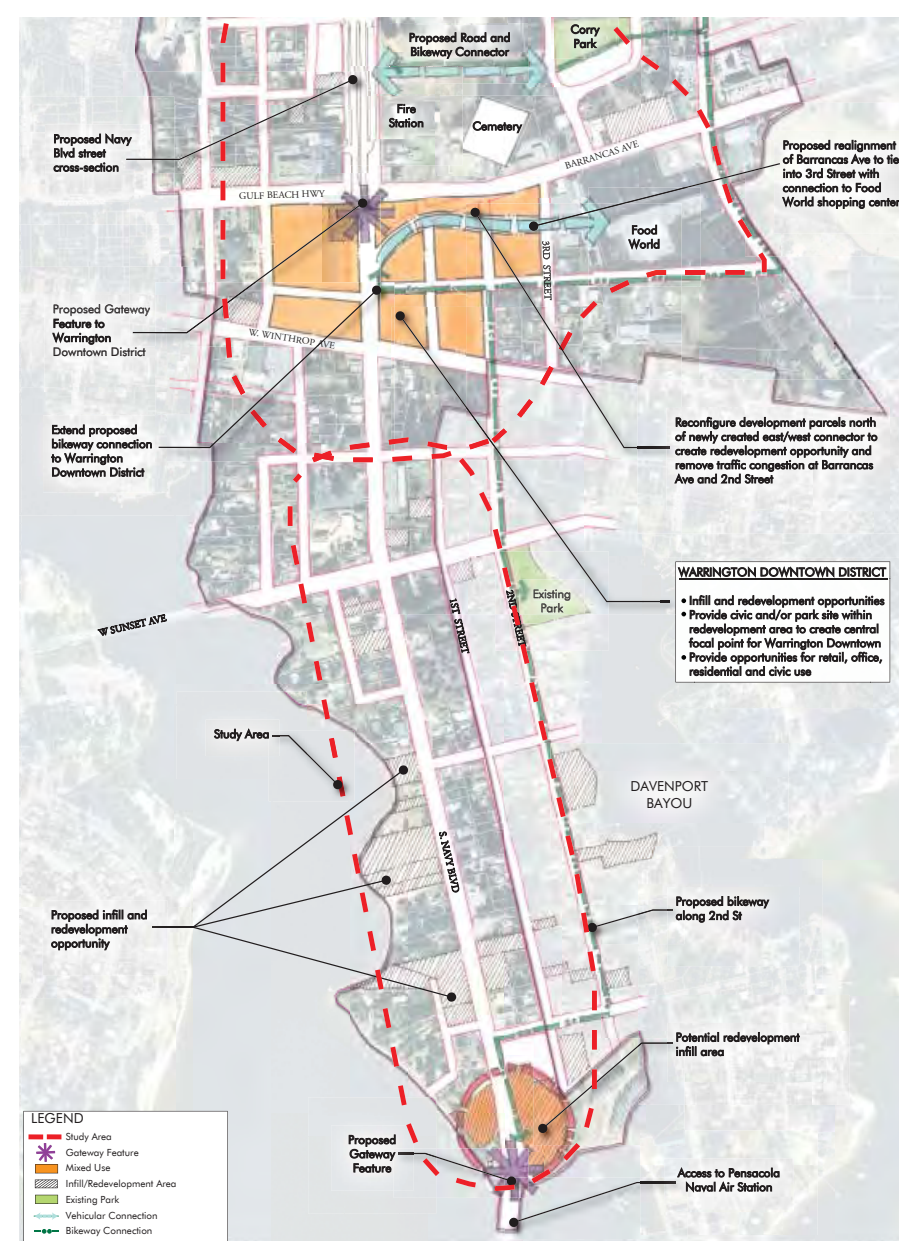
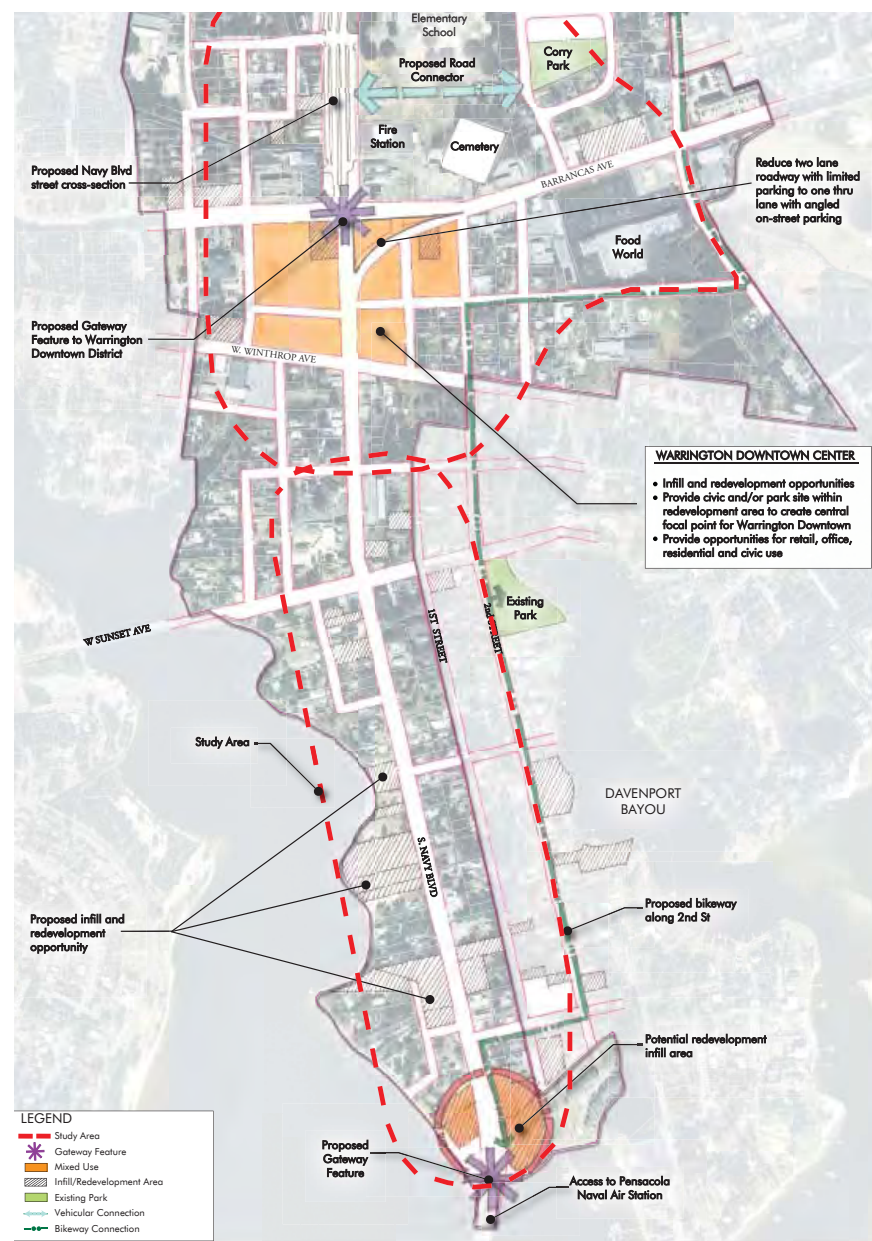
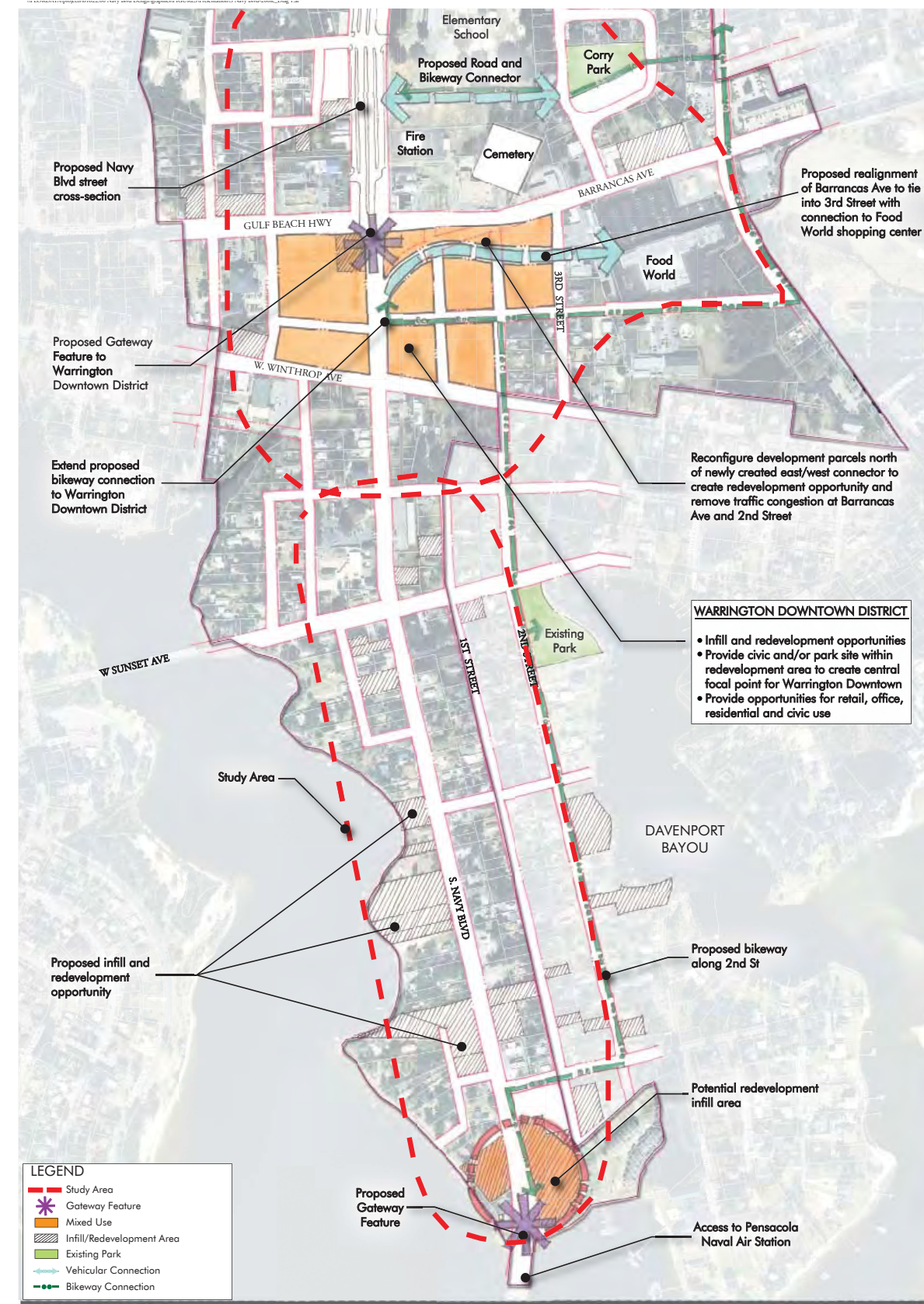


Figure 6: Warrington Downtown Center Alternative #1

Figure 7: Warrington Downtown Center Alternative #2

Figure 8: Warrington Downtown Center Alternative #3

financial feasibility of redeveloping the Catalyst Sites and the necessary supporting public infrastructure. This economic and market analysis will allow the Warrington CRA District to market the Catalyst Site projects to private development interests, creating potential public-private partnerships that benefit the Warrington CRA District. This analysis should also identify gaps in available public financial resources, which may require alternative funding sources to attract private reinvestment and redevelopment.



**Figure 9:** Warrington Downtown Center Preferred Alternative



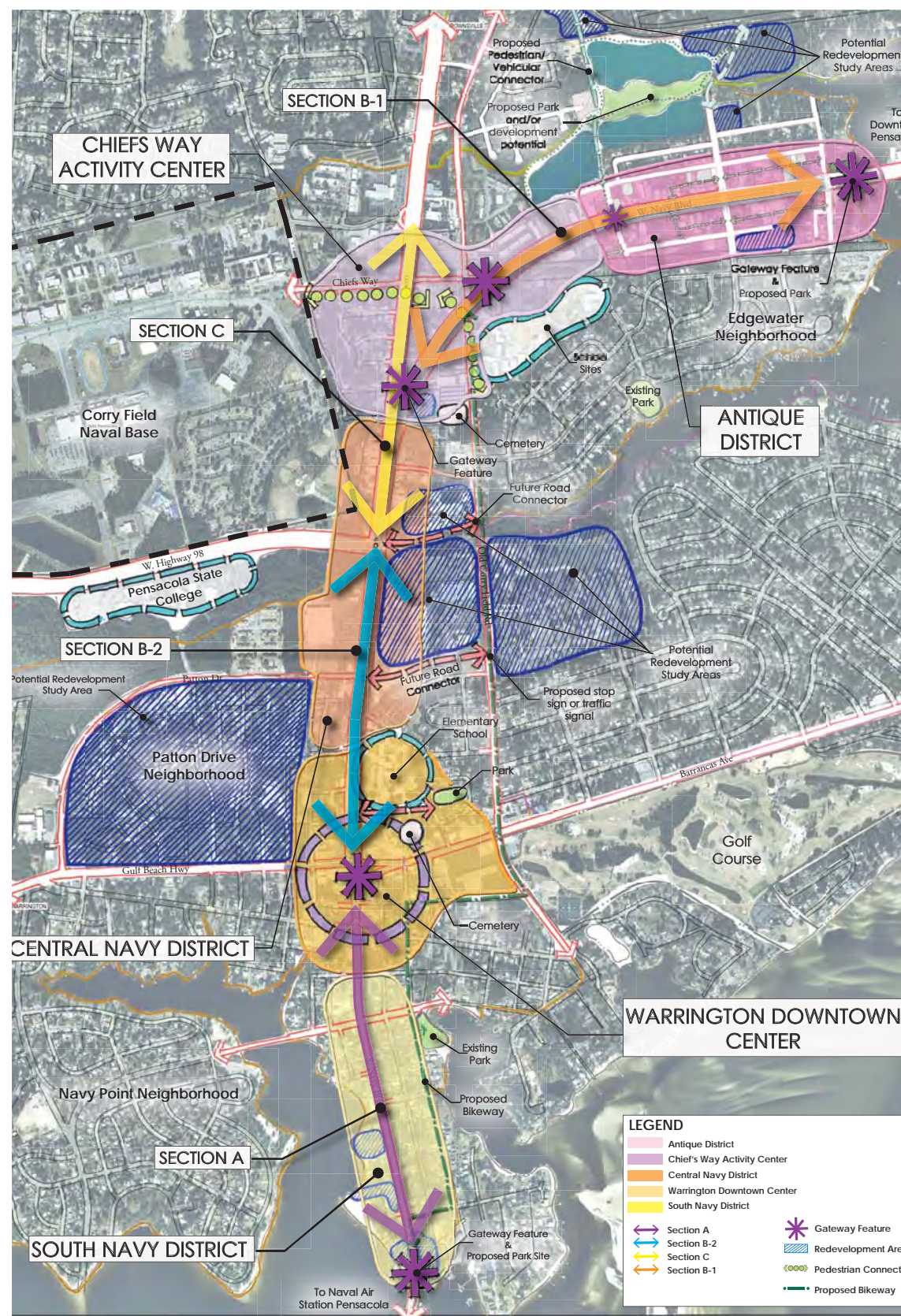
## Design Guidelines

---





**Figure 1.1.1:**  
Corridor Vision  
Plan and  
Districts



## Design Guidelines

### Public Realm Design Guidelines

#### 1.1 Public Realm General Notes

- 1.1.1 The Intent of the Public Realm Design Guidelines is to provide a consistent and attractive appearance within the public right-of-way (ROW) throughout the Navy Boulevard Corridor.
- 1.1.2 The Navy Boulevard Corridor serves as a significant regional connection between community assets and therefore should provide a safe, comfortable, attractive, and functional environment for pedestrians, vehicles, bicycles, and other forms of transportation.
- 1.1.3 The Public Realm Design Guidelines apply to all of the different Character Districts of the Corridor Vision Plan, as shown on Figure 1.1.1. However, individual Districts may develop unique themes to create a “sense of place.”

## 1.2 Typical Cross Sections

- 1.2.1 Typical Cross Sections depict conceptual plans for segments of the Navy Boulevard Corridor, as shown in Exhibits 1.2.A, 1.2.B and 1.2.C.
- 1.2.2 Actual right-of-way width varies throughout the Corridor. Where possible, public realm improvements should be made within existing right-of-way limits to minimize costs associated with private property acquisition.
- 1.2.3 Drive access for private properties shall be established through an Access Management Plan. To reduce curb cuts that create potential conflicts for pedestrians, bicycles, and other vehicles, typical spacing of driveways should average at least 300 feet.

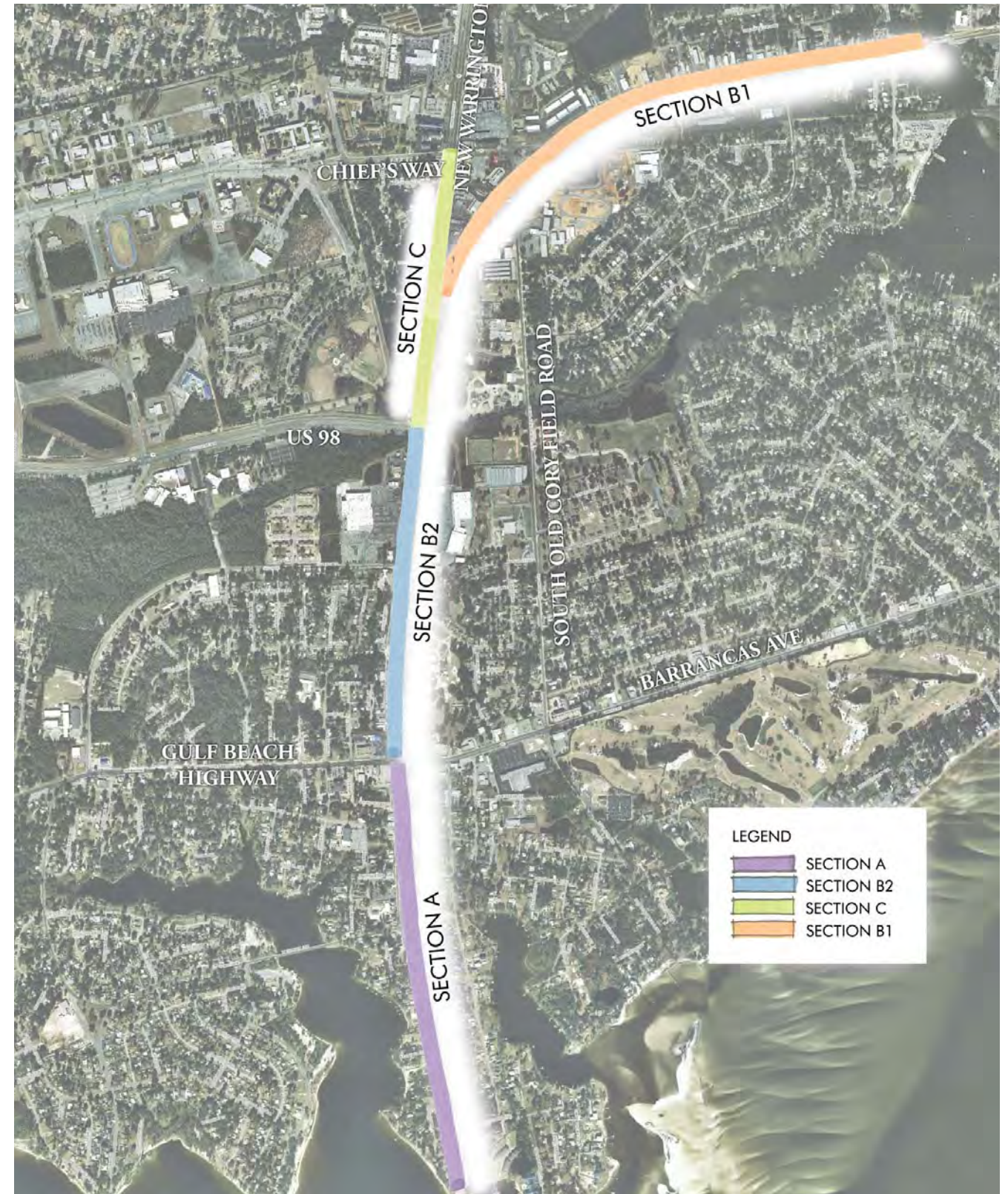
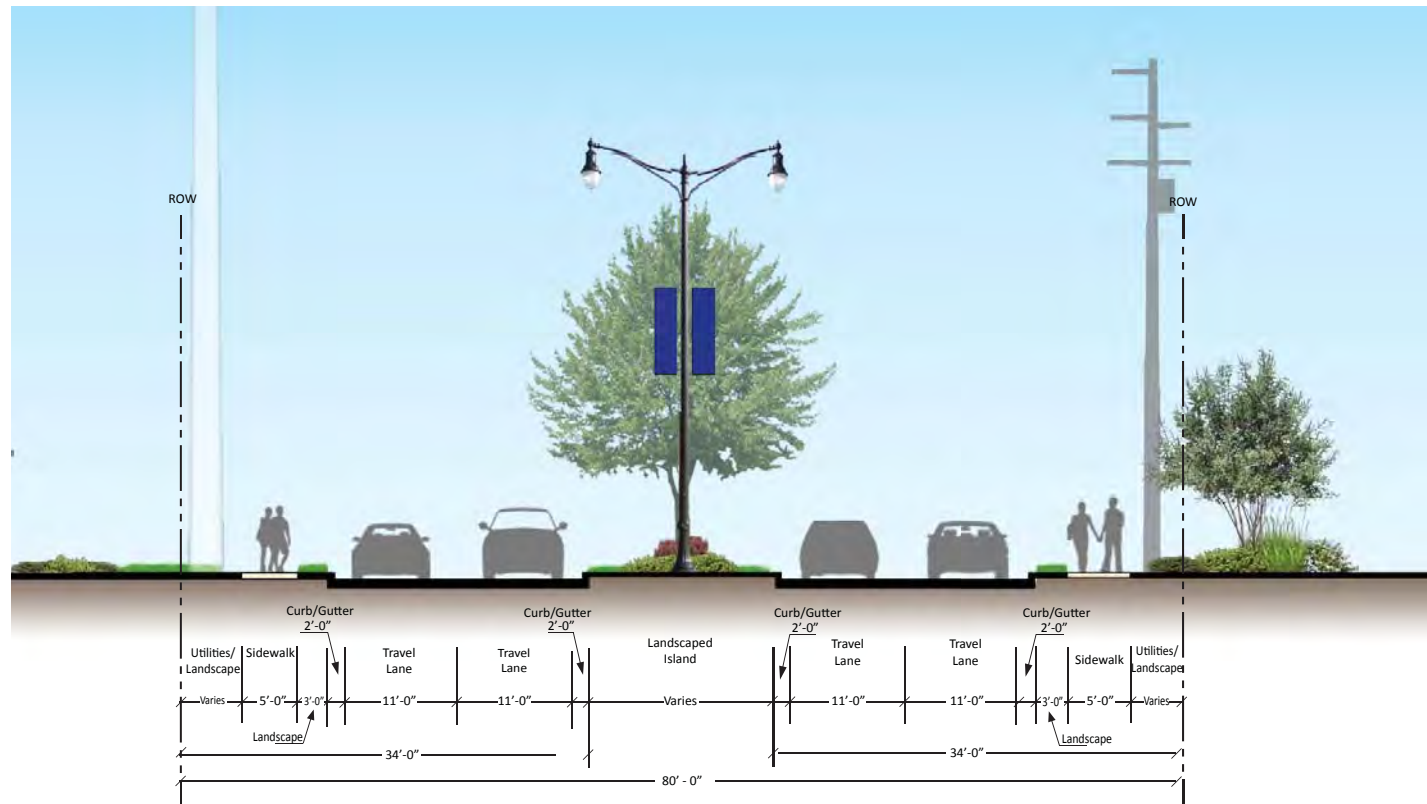
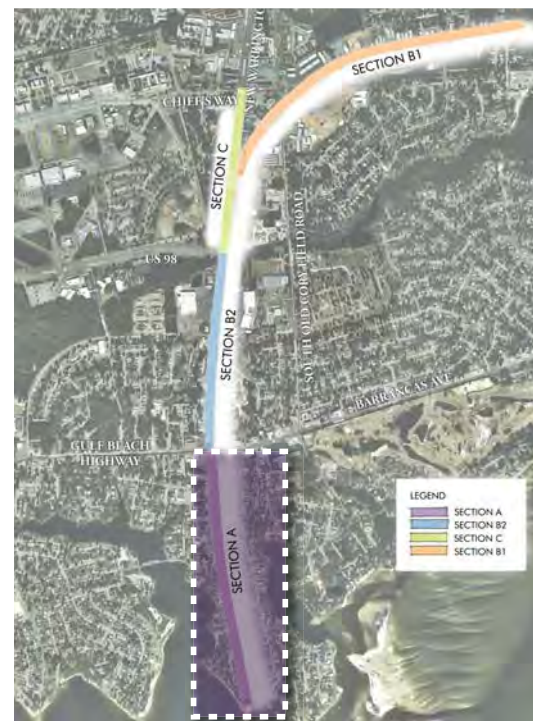


Figure 1.2.1: Typical Cross Sections Location Map

Figure 1.2.B: Section A - 80' Right-of-Way



Typical Cross-Section



Section Location Map



Typical Perspective View

1.2.4 Typical Cross Section A is a four-lane urban section within a typical 80-foot right of way width. It is intended for use within the South Navy District, generally between Naval Air Station (NAS) Pensacola and the intersection of Navy Boulevard and State Road 292/Barrancas Ave/Gulf Beach Highway. Recommended dimensional criteria for Typical Cross Section A are shown in Exhibit 1.2.A.

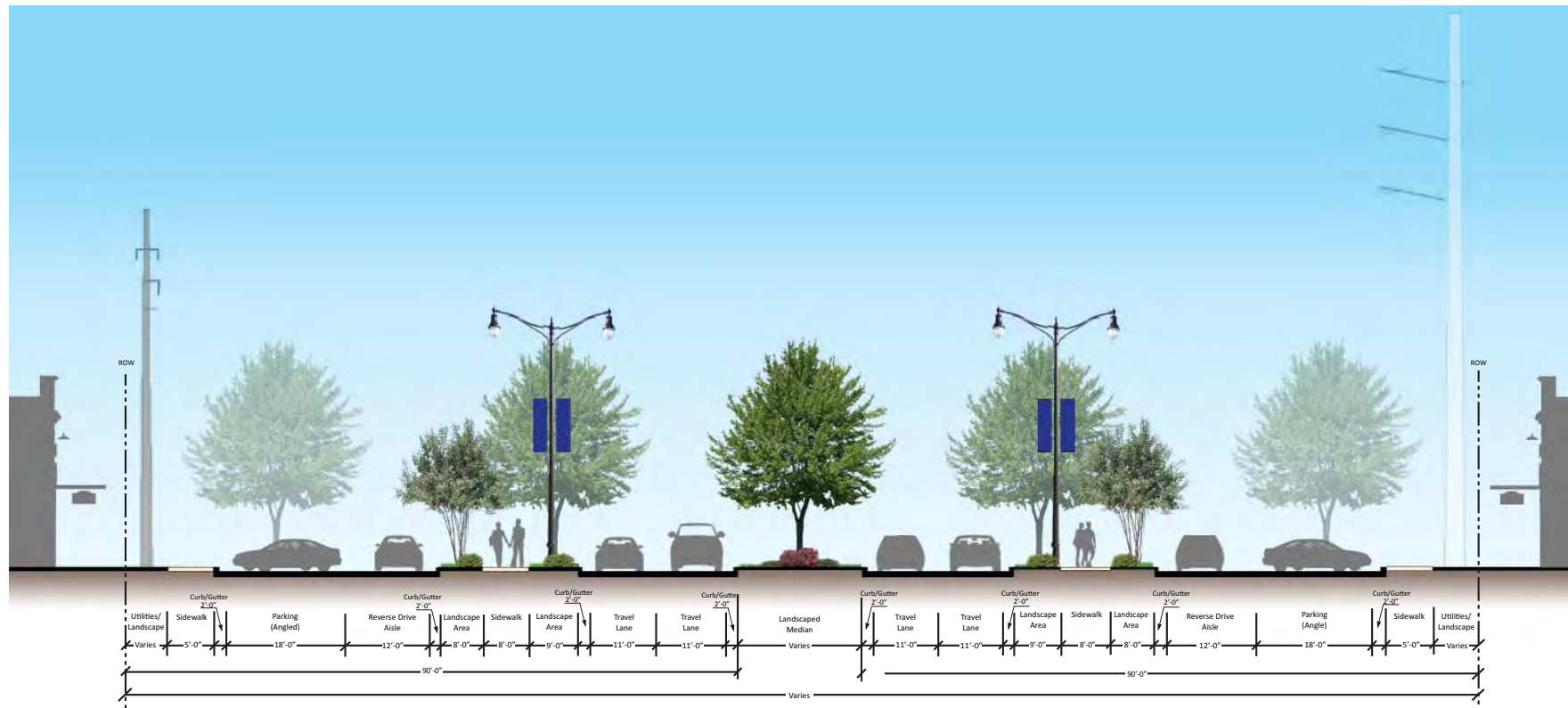
This section includes the following changes from existing conditions:

- Reduction in number of northbound lanes from three to two
- Reduction in travel lane width from 12 to 11 feet
- Median islands within center turn lane for landscaping
- Mid-block pedestrian crossings with refuge areas in median islands
- Continuous sidewalk for both sides of the street
- Landscape buffer added between sidewalk and travel lanes

The recommended operational (both posted and design) speed for Typical Section A is 35 mph, the same as existing conditions. For the area around the intersection of Navy Boulevard and Barrancas Ave./Gulf Beach Highway, a slower speed limit of 30 mph should be pursued as development intensities and pedestrian activity increases.

Actual utility locations will be established during the design and construction documentation phase.

Figure 1.2.B: Section B - 200' Right-of-Way



Typical Cross-Section



Section Location Map



Typical Perspective View

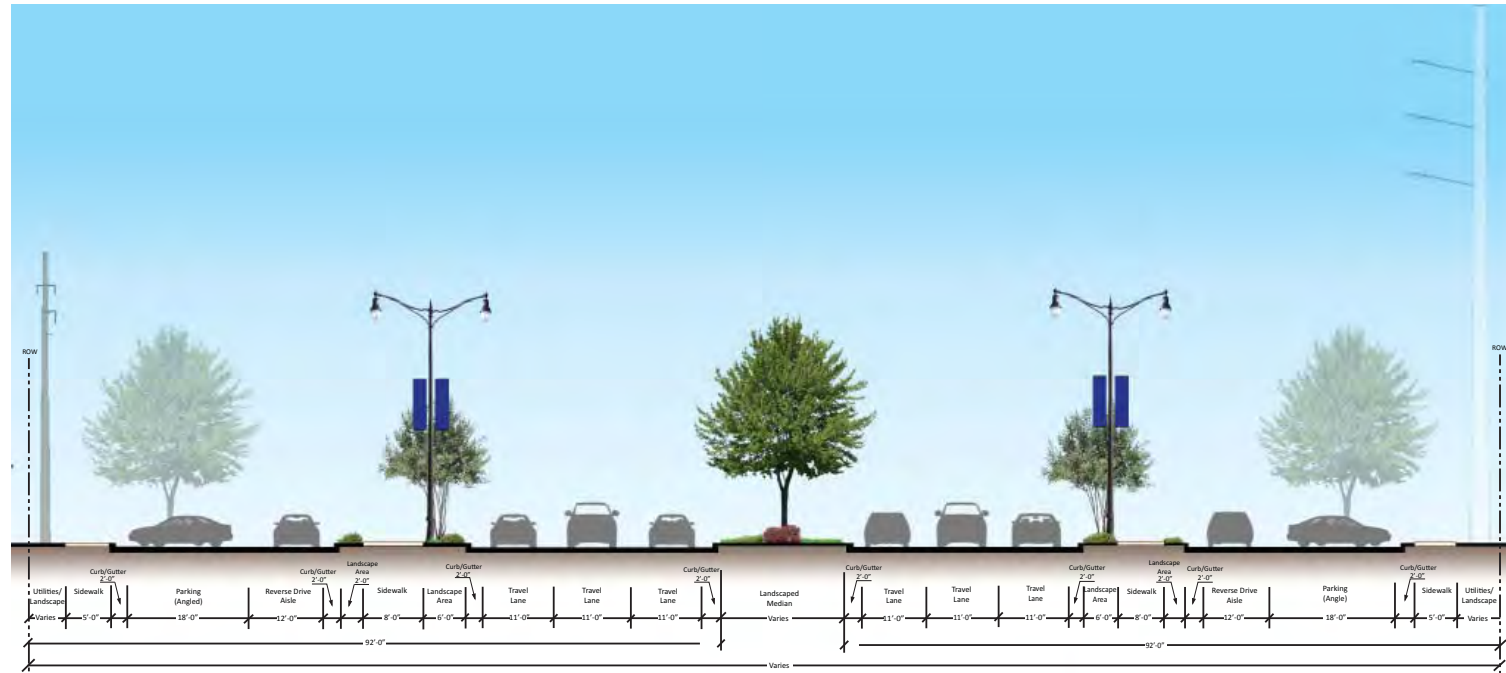
1.2.5 Typical Cross Section B is a four-lane urban section within a typical 200-foot right of way width. Due to the existing lane configuration of the corridor, Cross Section B is used in two locations, shown as Section B-1 and Section B-2. Section B-1 is within the Chief's Way Activity Center and Antique District, generally between West Navy Boulevard and the Bayou Chico Bridge. Section B-2 is the area within the Warrington Downtown Center, generally between the intersection of Navy Boulevard and State Road 292/Barrancas Ave/Gulf Beach Highway and US 98. Recommended dimensional criteria for Typical Cross Section B are shown in Exhibit 1.2.B. This section reflects the following changes from existing conditions:

- Reduction in travel lane width from 12 to 11 feet
- Removal of continuous left turn lanes found in Section B-1
- Center landscaped median with room for left turn lanes at key intersections
- Frontage roads with angled parking (to replace open parking areas within existing ROW)
- Defined access management for adjacent parcels and side streets
- Closed drainage system (curb and gutter)
- Continuous sidewalks for both sides of the street

The recommended operational (both posted and design) speed for Typical Section B is 40 mph, the same as existing conditions. For the frontage roads, an operational speed of 20 mph is recommended.

Actual utility locations will be established during the design and construction documentation phases.

Figure 1.2.C: Typical Cross Section C - 200' Right-of-Way



Typical Cross-Section

1.2.6 Typical Cross Section C is a six lane divided urban section within a typical 200-foot right of way width. It is intended for use within the Central Navy District, generally between US 98 and Chief's Way. Recommended dimensional criteria for Typical Cross Section C are shown in Exhibit 1.2.C. This section reflects the following changes from existing conditions:

- Narrower landscaped median with room for left turn lanes at key intersections
- Frontage roads with parallel parking
- Closed drainage system (curb and gutter)
- Continuous sidewalks for both sides of the street
- Six through lanes maintained (same as existing conditions)

The recommended operational (both posted and design) speed for Typical Cross Section C is 40 mph, the same as existing conditions. For the frontage roads, an operational speed of 20 mph is recommended.

Actual utility locations will be established during the design and construction documentation phases.



Section Location Map



Typical Perspective View

- 1.2.7 Reverse flow drives depicted in Section B and Section C allow for both on-street angled parking and access to private property within the Public Right-Of-Way. Drives should be a minimum of 12-feet wide (refer to Figure 1.2.B, 1.2.C, and 1.2.D).
- 1.2.8 Pedestrian and bicycle facilities are provided within an eight (8) paved path within landscaped shoulders of Sections B and C. All Sections include minimum five (5) foot sidewalks on both sides of the edge of the right-of-way.
- 1.2.9 Due to the limited right-of-way available in Section A, bicycles are encouraged to utilize parallel streets within the highly connected gridded street network that exists on either side of the Navy Boulevard Corridor, including 2nd Street.



Figure 1.2.D: Roadway Perspective (showing reverse-flow parking)



Figure 1.2.E: Roadway Perspective (showing pedestrian/bicycle facilities)

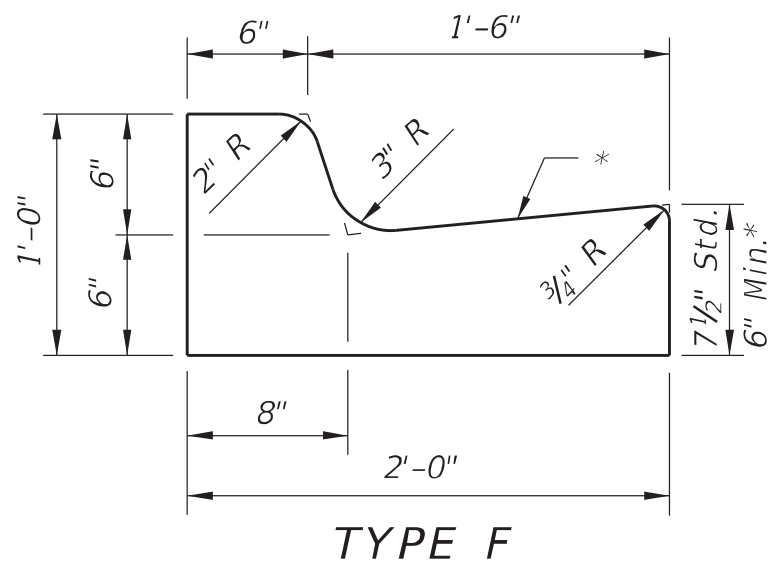


Figure 1.3.A: Type F Curb

Source: FDOT Design Standards FY 2012/2013



### 1.3 Medians

- 1.3.1 Landscaped medians and islands should include pedestrian refuge areas at designated crosswalk locations to provide a safe place for pedestrians to stop while crossing a street (Figure 1.3.A). Actual design and location will be established through an Access Management Plan.
- 1.3.2 Type F Curbs should be used for all landscaped medians and islands to prevent damage to landscape materials and irrigation systems (Figure 1.3.A).
- 1.3.3 Landscaped islands for Section A should be a maximum of 75 feet in length and not occur more than once every one-eighth mile (Figure 1.3.B).



Figure 1.3.A: Pedestrian Refuge Area (Section A)

## 1.4 Landscaping

1.4.1 The landscaping materials in the table below and shown in Exhibit 1.4 are recommended for use in all Public Realm Districts

**Table 1.4: Public Realm Landscaping Materials**

Canopy Trees	Accent Trees	Shrubs	Groundcover
Live Oak ( <i>Quercus virginiana</i> )	Crape Myrtle ( <i>Lagerstroemia</i> sp.)	Azalea	Grasses
Southern Magnolia ( <i>Magnolia Grandiflora</i> )	Lingustrum	Pittosporum	Jasmine
Elm ( <i>Ulmus</i> sp.)	Dogwood ( <i>Cornus florida</i> )	Holly	Liriope
	Holly ( <i>Ilex</i> sp.)	Juniper	Mimosa
			Sod

CANOPY TREES -



- OAK - SPREADING



- MAGNOLIA - COLUMNAR



- ELM - OVAL

ACCENT TREES -



- CRAPE MYRTLE - FLOWERING



- LIGUSTRUM - MULTI-TRUNK



- DOGWOOD - SEASONAL COLOR



- HOLLY - COLUMNAR



- SABAL PALM - VERTICAL

SHRUBS -



- AZALEA - FLOWERING



- PITTOSPORUM - COMPACT



- HOLLY - SEASONAL BERRIES



- JUNIPER - LOOSE

GROUNDCOVER -



- GRASSES - NATURAL



- JASMINE - COMPACT



- LIRIOPE - VERTICAL



- MIMOSA - FLOWERING



- SOD - LOW

1.4.2 Palm Trees are not a preferred landscape material in the Navy Boulevard Corridor

1.4.3 Canopy trees should be minimum 100 gallon/4" caliper in size (measured from 6" from the ground) and spaced 35 feet on center. Canopy trees used in a median should be at least four (4) feet from the back of a Type F Curb.

1.4.4 Accent trees should be minimum 45 gallon/3" caliper in size (measured from 6" from the ground) and spaced 300 feet on center in groups of three. Accent trees used in a median should be at least four (4) feet from the back of a Type F Curb.

1.4.5 Shrubs should be minimum 3 gallon in size and spaced 18 inches on center.

1.4.6 Landscape medians and shoulders should utilize approximately 50% shrubs and 50% sod or groundcover.

## 1.5 Parking

1.5.1 On-street parking is permitted along the Navy Boulevard Corridor when there is sufficient Right-of-Way.

1.5.2 Angled parking stalls should be a minimum of 18 feet long and provided within the drive aisles of Typical Roadway Cross Sections B and C.

## 1.6 Pedestrian Circulation

1.6.1 All sidewalks should be constructed with concrete.

1.6.2 Sidewalks should be a minimum of 5 feet wide and elevated above parking areas and roadways. Type F curbs shall be used to separate pedestrians from vehicular traffic.

1.6.3 Sidewalks should connect the primary building entrance to public streets and parking lots.

1.6.4 Crosswalks should be distinctive to provide a visual cue to motorists that they are approaching an area with pedestrian activity. Light colored Brick Pavers and Stamped Concrete are preferred over conventional striping, as depicted on Figure 1.6.A.

1.6.5 All crosswalks should be a minimum six feet in width. Ten feet is preferred at intersections with the potential for heavy pedestrian traffic.





Figure 1.6.A: Crosswalk Types

### 1.7 Theming

- 1.7.1 Each Character District within the Navy Boulevard Corridor may create a unique Theme, using the elements listed below, to create a “sense of place”.
- 1.7.2 Icons: Icons and symbols should provide a consistent and cohesive appearance that recognizes the current and historical importance of the Naval Air Station, Corry Station Naval Technical Training Center, and other military installations. Recommended Icons include the naval anchor, fighter jet, pelican, and stars, as shown Exhibit 1.7.A.
- 1.7.3 Colors: To provide a consistent and cohesive appearance, Blue should be the predominant color used for public signage, banners, and other infrastructure in the Public Realm. Yellow and red may be used as accent colors. Actual color palettes and finishes will be determined at the time of final streetscape construction plans.
- 1.7.4 Monuments: Columns and replica or retired military equipment are the preferred monument type in public spaces. All monuments are subject to sight triangle distance criteria of the Florida Department of Transportation and Escambia County Land Development Code(refer to Figure 1.7.B).
- 1.7.5 Flags and Banners mounted on pedestrian-level and vehicular-level light posts should be consistent with the Icons and Colors selected for the Navy Boulevard Corridor. Flags and banners may be substituted for different events, parades, or themes, and may be used to differentiate the Character Districts of the Corridor Vision Map (refer to Figure 1.7.B).

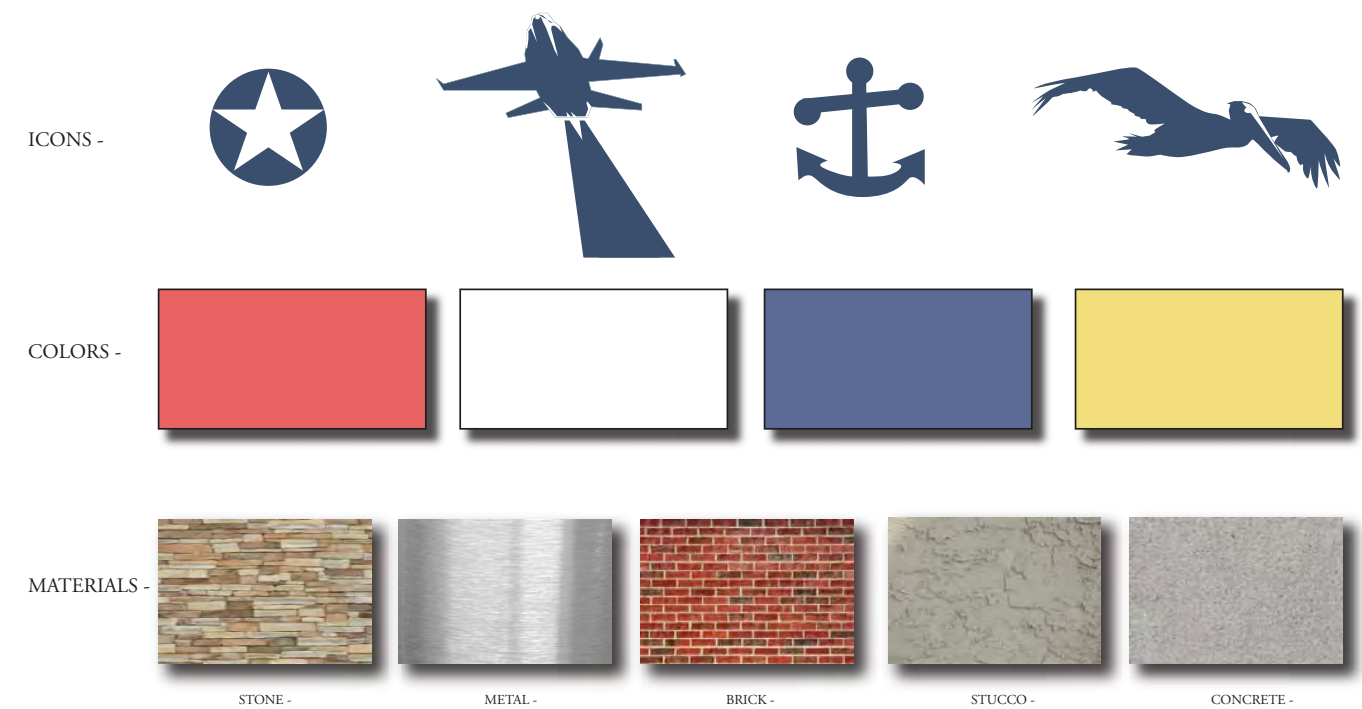


Figure 1.7.A: Theming - Icons, Colors, Materials

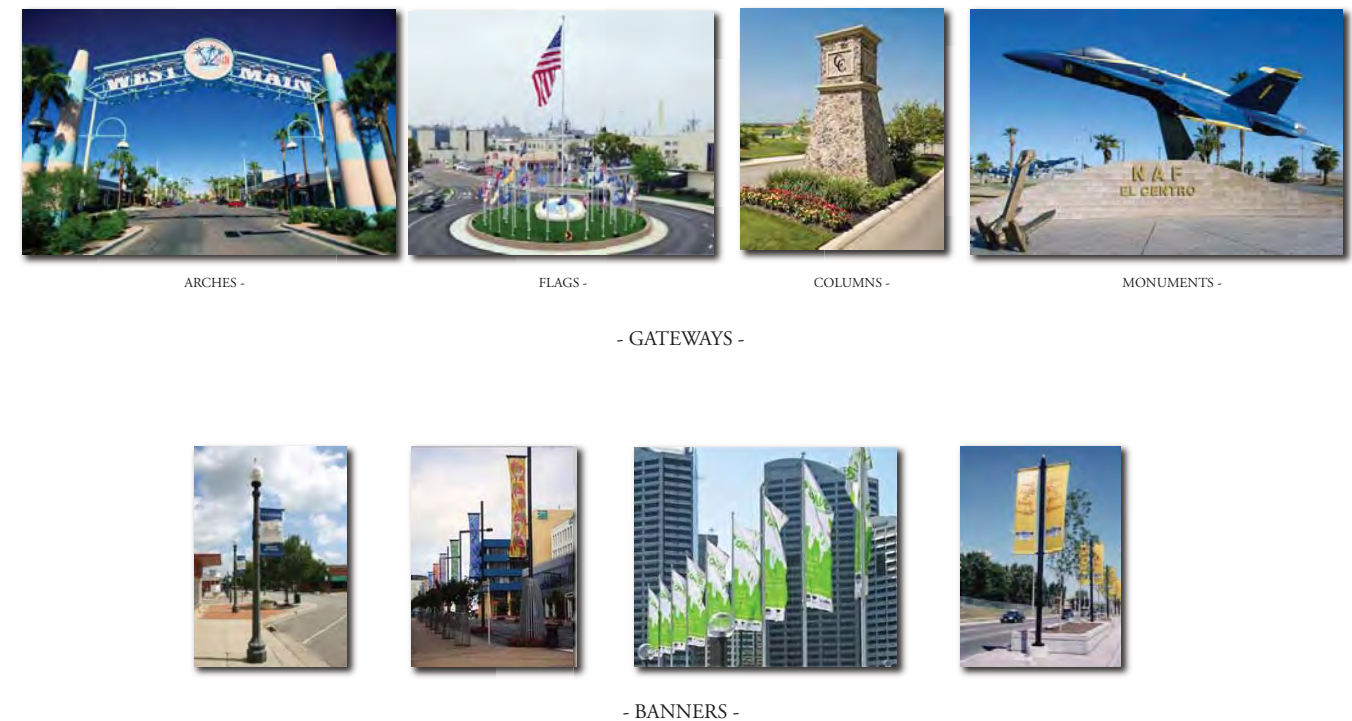


Figure 1.7.B: Theming - Gateway and Banner Examples

## 1.8 Lighting

- 1.8.1 Traditional and antique style lighting is recommended, as generally depicted in Exhibit 1.8.A.
- 1.8.2 Street lights should be placed within landscape strips, not sidewalks.
- 1.8.3 Street lights shall be designed to reduce light pollution and interference with air navigation.
- 1.8.4 Lighted bollards should match the street light pole design.



**Figure 1.8.A:** Lighting

## 1.9 Stormwater Management

- 1.9.1 All stormwater management facilities shall meet criteria specified in the Section 7.15.00 of the Escambia County Land Development Code and applicable Northwest Florida Water Management District regulations.
  - 1.9.2 When possible, surface detention and retention ponds should have gentle slopes (1:4 vertical: horizontal ratio) that do not require fencing.
  - 1.9.3 The use of concrete lined open drainage ditches is not the preferred method of stormwater conveyance. Stormwater runoff should be transported either in closed underground pipes or in open vegetated swales. The use of bioswales that allow for infiltration and nutrient uptake by vegetative material is recommended on smaller local and connector roads that do not generate large volumes of stormwater runoff.
  - 1.9.4 Concrete lined open drainage ditches along Old Corry Field Road should be removed. Hard impervious surfaces increase stormwater velocity and may result in increased downstream erosion at the Jones Swamp Creek outfall.
  - 1.9.5 A demonstration Low Impact Development (LID) project, such as a bioretention basin ("rain garden") could be located at Lexington Terrace Park on Old Corry Field Road. This project would intercept stormwater drainage from roadway and properties to the south, specifically from the concrete-lined open ditch on Old Corry Field Road. Interpretive signage could be added to the public education boards provided for the Jones Swamp Creek boardwalk.
- ## 1.10 Utilities
- 1.10.1 Utilities should be located within the public right-of-way width, unless an easement on private property has been recorded.
  - 1.10.2 Overhead utility poles may be located within sidewalks, roadway shoulders, or parking lot islands.
  - 1.10.3 Actual utility locations will be established during the design and construction documentation phases.

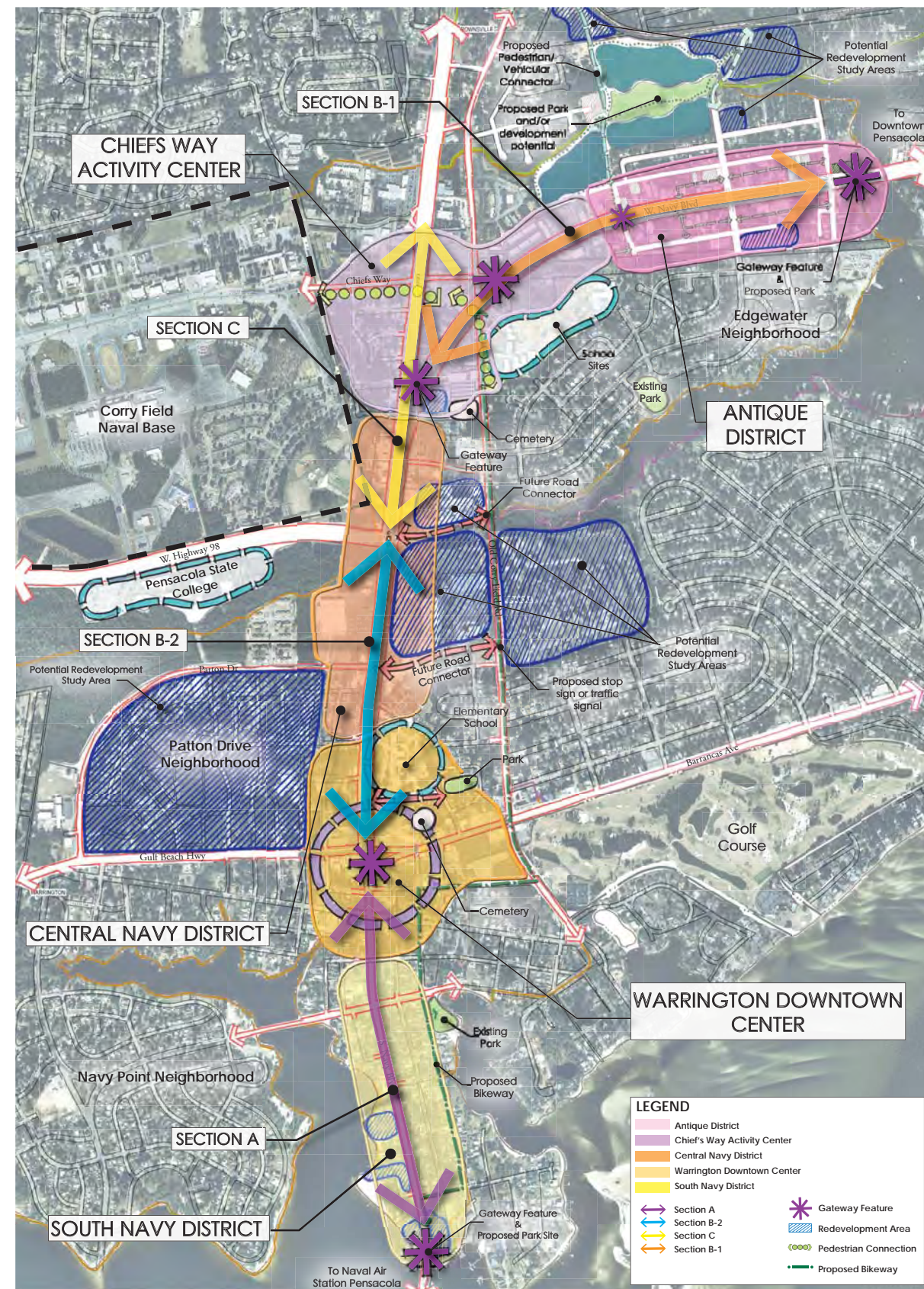
## Private Realm Design Guidelines

### 2.1 Private Realm General Notes

- 2.1.1 Use of Design Guidelines is encouraged for all private redevelopment and infill projects within the Navy Boulevard Corridor, although not required.
- 2.1.2 Private Realm Design Guidelines are intended to be flexible to encourage innovation in design, provided that appearance is complementary to the Public Realm Design Guidelines.
- 2.1.3 To promote best design practices in the Private Realm, the Escambia County Community Redevelopment Agency (CRA) should provide incentives for new development, redevelopment and infill projects that are consistent with these Design Guidelines.
- 2.1.4 All proposed development and redevelopment is subject to review by the Escambia County Board of County Commissioners, Escambia County CRA, and Escambia County Development Services Department.

### 2.2 Site Design

- 2.2.1 Buildings entrances should be oriented towards the public right-of-way. Front facades should include transparent windows to provide “eyes on the street” and increase pedestrian comfort and safety.
- 2.2.2 Site design should evaluate opportunities for regional stormwater conveyance or shared stormwater facilities with adjacent parcels in order to maximize development potential on-site.
- 2.2.3 Development of large parcels should consider internal streets that connect to the existing local roadway network, rather than provide a single access point.
- 2.2.4 In order to promote pedestrian and vehicular connectivity between sites, cross access easements and connections between adjacent parcels are recommended to reduce short trips on Navy Boulevard and reduce potential conflicts at multiple driveways.
- 2.2.5 Crime Prevention Through Environmental Design (CPTED) principles should be evaluated for all development and redevelopment projects to provide for pedestrian safety and comfort.
  - Natural Surveillance
  - Natural Access Control
  - Territorial Reinforcement



**Figure 2.1.A:** Corridor Vision Plan and Districts

### 2.3 Building Setbacks

2.3.1 To provide a defined street frontage and pedestrian environment, buildings are encouraged to be placed at the minimum setback, rather than the maximum setback range.

Character District	Typical Building Setback
South Navy District	0 – 30 feet
Warrington Downtown Center	0 – 20 feet
Central Navy District	20 – 200 feet
Chief’s Way Activity Center	0 – 80 feet
Antique District	0 – 50 feet

2.3.2 Additional sidewalk/hardscape (as described in Section 2.8) is recommended between the edge of right-of-way and building setback line to increase the size of the pedestrian circulation realm. This is preferred over surface parking in front of buildings.

2.3.3 The use of liner buildings in outparcels is recommended for large anchor stores on deep parcels to provide for a defined street frontage.

### 2.4 Building Design

2.4.1 Although a specific style of architecture is not promoted or required, new development and redevelopment is encouraged to be complementary of existing buildings. If a parcel contains multiple buildings, the same architectural style should be used throughout.

2.4.2 To provide a minimum level of building articulation and prevent bland frontages, all buildings shall include a base, a body, and a cap (Figure 2.4.A).

2.4.3 Brick and stone building materials and facades are preferred. The use of metal as the predominant building façade material is not permitted.

2.4.4 Frontages for non-residential buildings shall provide pedestrian level shade. If building projections encroach into the public right of way, at least eight (8) feet of vertical clearance should be provided. The following building projections are encouraged:

- Canopies (Figure 2.4.B)
- Balconies (Figure 2.4.D)
- Arcades (Figure 2.4.C)

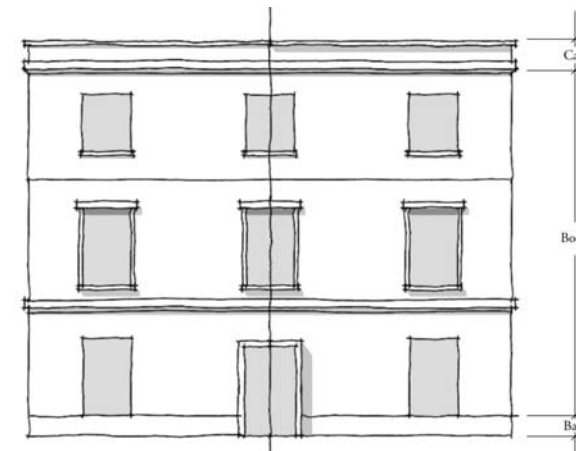


Figure 2.4.A: Building Articulation



Figure 2.4.C: Arcade

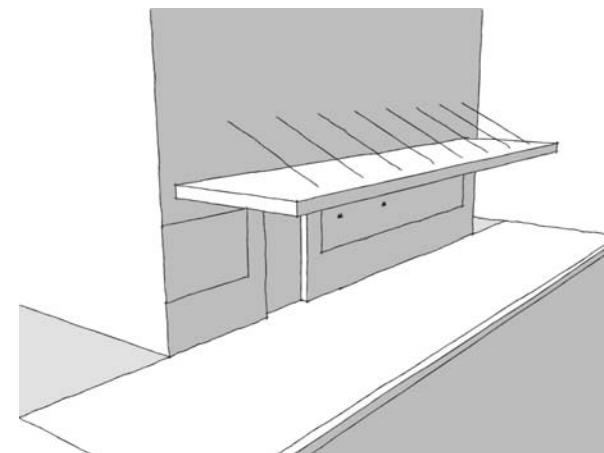


Figure 2.4.B: Canopy

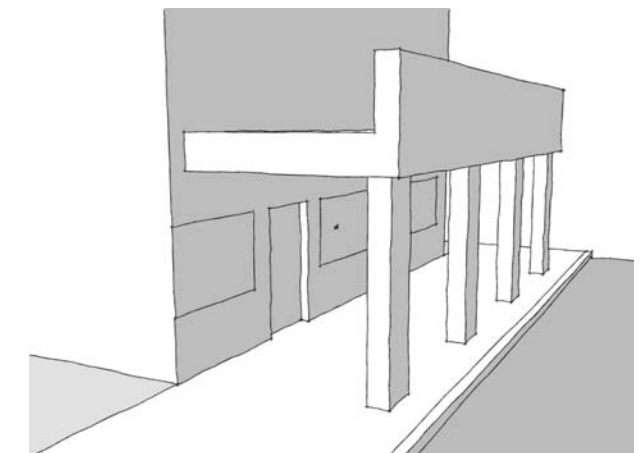


Figure 2.4.D: Balcony

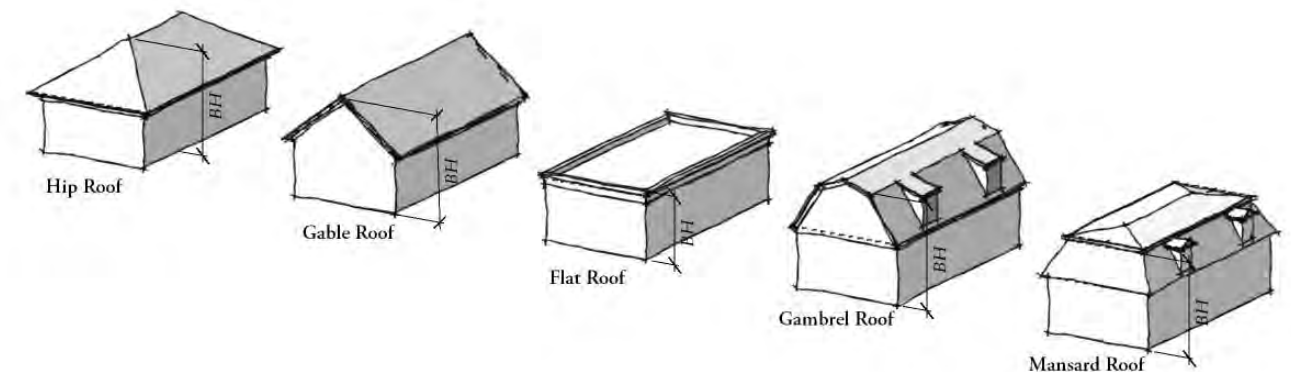
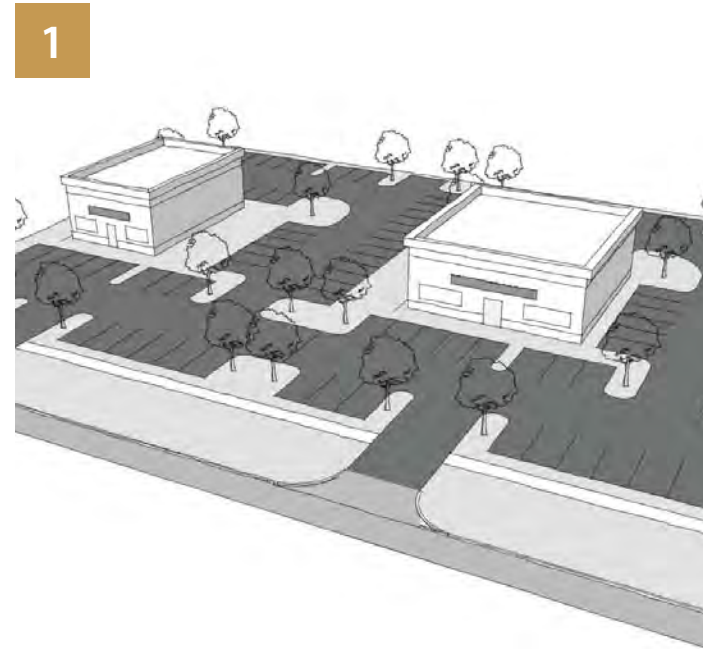


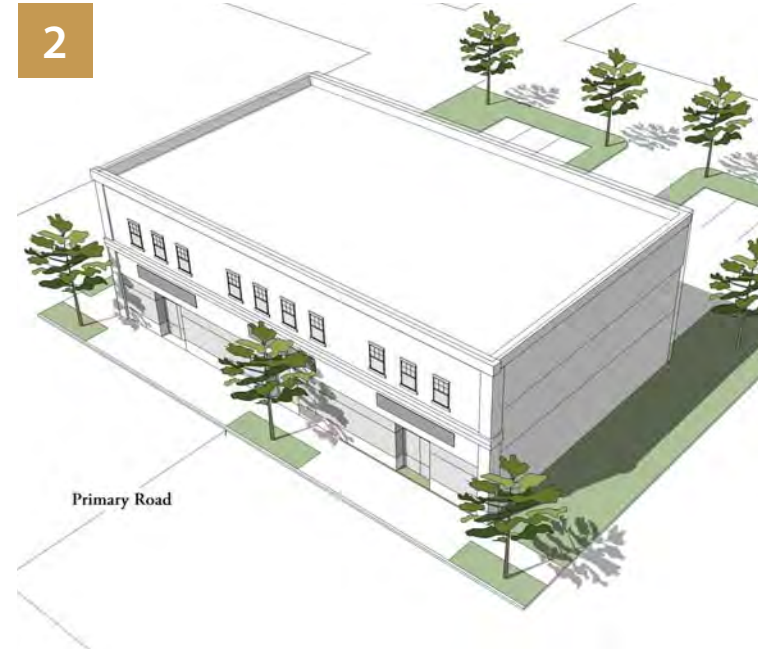
Figure 2.4.D: Preferred Roof Types

**Figure 2.2: Site Design**

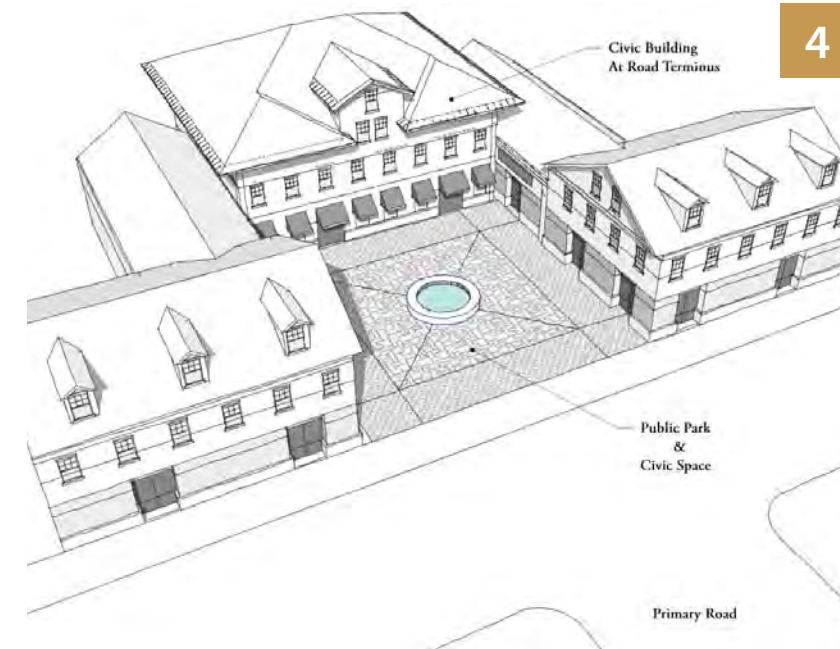
**1** Building entrances oriented toward street



**2** Example of preferred building placement and parking location behind building



**4** Example of preferred building position at sidewalk edge and pedestrian amenities

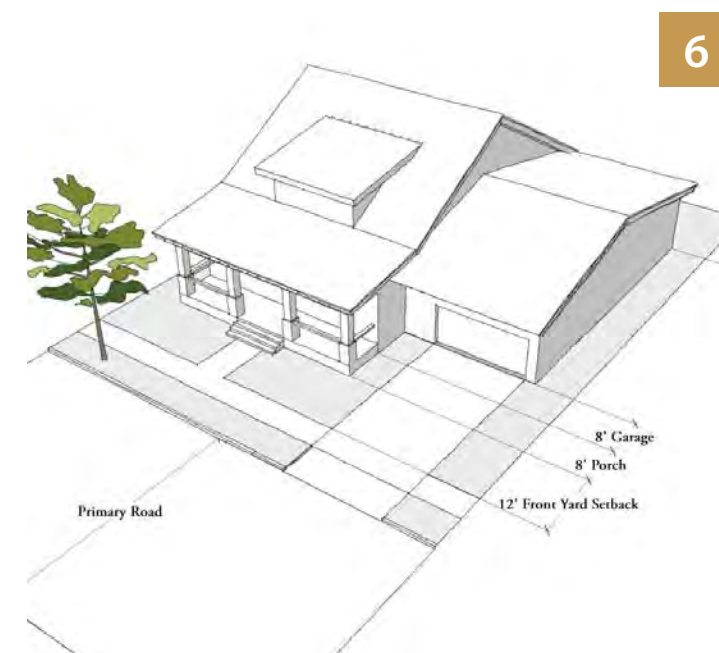


**5** Linear buildings in front of large anchor buildings

**3** Example of knee wall used to screen side parking



**6** Primary entrance oriented to street



- 2.4.5 Building roofs should be generally consistent with Figure 2.4.D
- 2.4.6 Flat roofs and building mechanical equipment should be hidden from view with a parapet or other roofline extension.
- 2.4.7 Building color schemes must be submitted to Escambia County CRA staff for review.
- 2.4.8 Building color should be complimentary of adjacent buildings and the Public Realm Design Guidelines.

## 2.5 Building Height

- 2.5.1 Building height shall be measured by stories, rather than feet.

Character District	Typical Building Height
South Navy District	1 – 2 stories
Warrington Downtown Center	1 – 3 stories
Central Navy District	1 – 2 stories
Chief’s Way Activity Center	1 – 3 stories
Antique District	1 – 3 stories

- 2.5.2 Variances to the building heights listed above may be permitted, subject to compatibility with adjacent properties and air navigation requirements.

## 2.6 Parking

- 2.6.1 Large surface parking lots that separate the building from the street or sidewalk are discouraged in the South Navy District, Warrington Town Center District, and Chief’s Way Activity Center. On-street parking or parking behind buildings is preferred in all Districts
- 2.6.2 Surface parking lots should be screened from the public realm with landscaping (shrubs, hedges) or opaque screen walls two (2) to five (5) feet in height (Figure 2.6.A).
- 2.6.3 Site design should evaluate opportunities for cross access easements and shared surface parking with adjacent parcels on the same block in order to maximize development potential on-site.



Figure 2.6.A: Preferred Surface Parking

## 2.7 Landscaping:

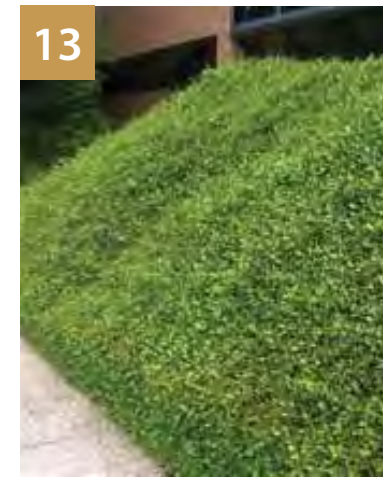
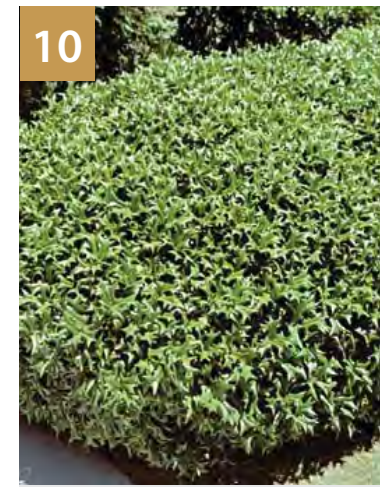
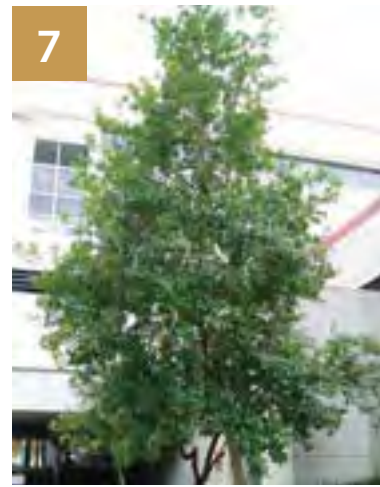
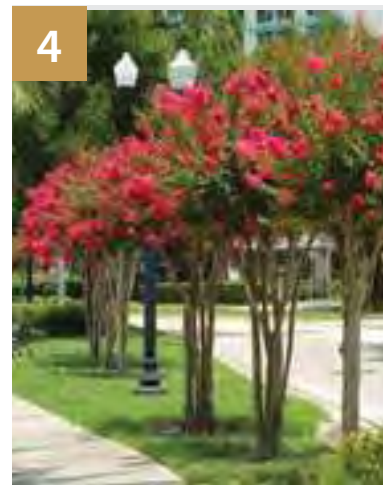
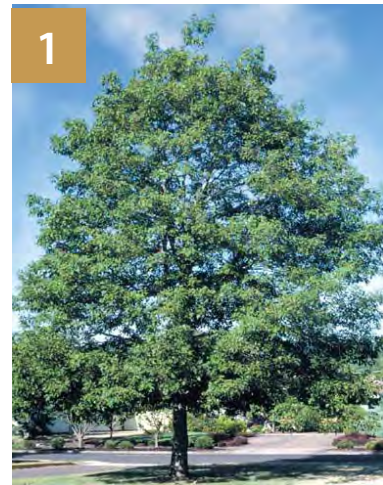
- 2.7.1 Native and adapted species are recommended. Florida Friendly principles are encouraged.
- 2.7.2 Canopy trees that provide shade for pedestrian comfort are preferred.
- 2.7.3 The following landscaping materials are recommended for use within the Private Realm, as shown in Figure 2.7.

Canopy Trees	Accent Trees	Shrubs	Groundcover
Live Oak (Quercus virginiana)	Crape Myrtle (Lagerstroemia sp.)	Azalea	Grasses
Southern Magnolia (Magnolia Grandiflora)	Lingustrum	Pittosporum	Jasmine
Elm (Ulmus sp.)	Dogwood (Cornus florida)	Holly	Liriope
	Holly (Ilex sp.)	Juniper	Mimosa
			Sod

- 2.7.4 Palm Trees are not a preferred landscape material in the Navy Boulevard Corridor.
- 2.7.5 Landscaping should be used to screen loading bays, service areas, dumpsters, or other back-of-house elements from the Public Realm.

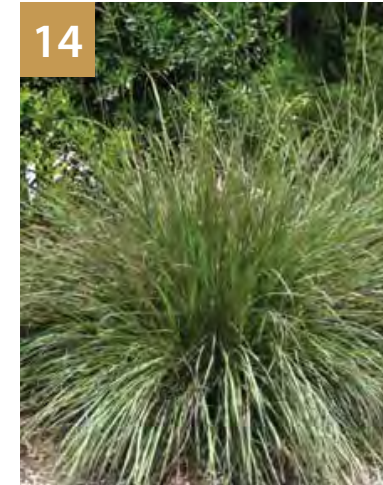
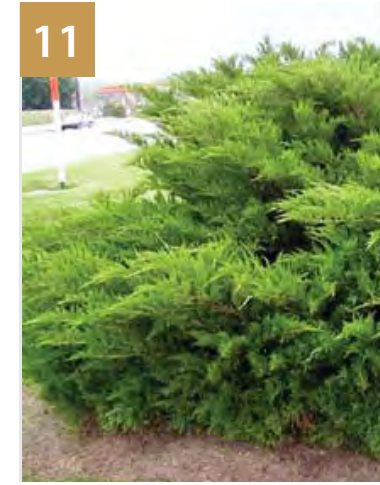
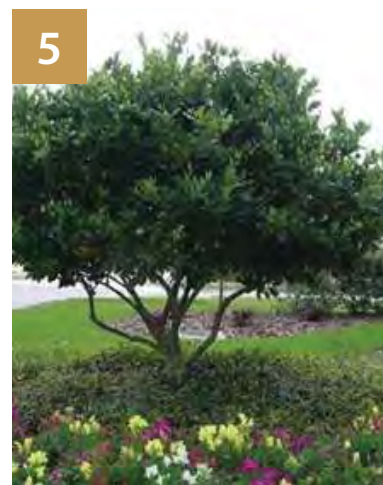
Figure 2.7: Recommended Private Realm Landscaping Materials

1 Live Oak (Quercus virginiana)



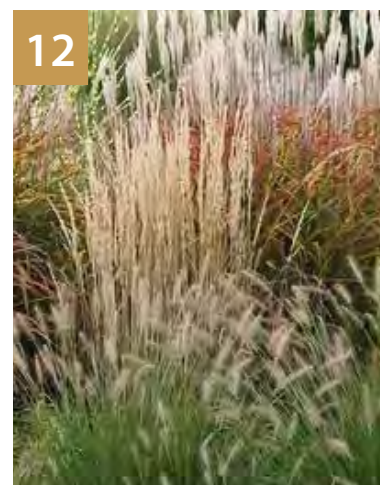
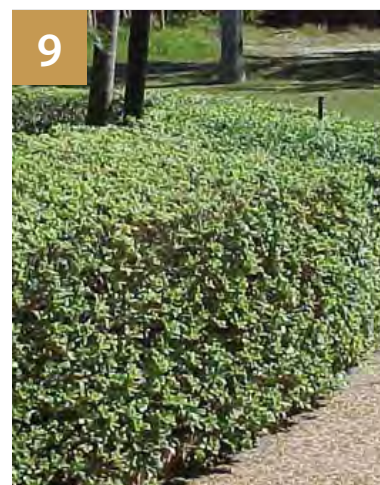
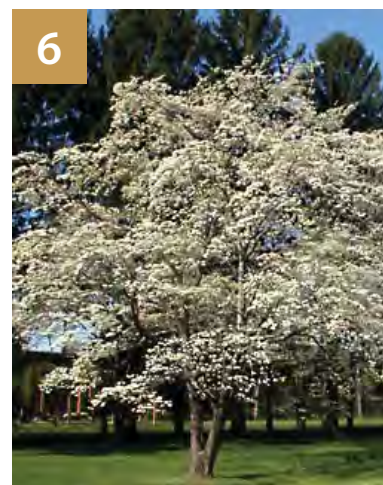
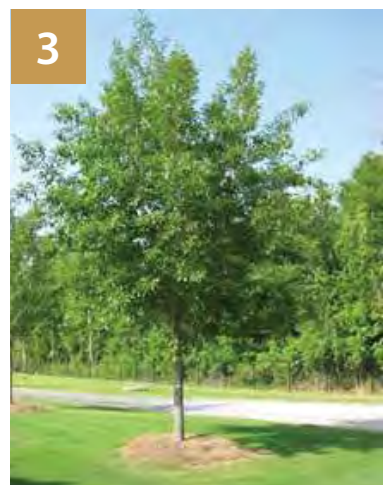
9 Pittosporum

2 Southern Magnolia (Magnolia grandiflora)



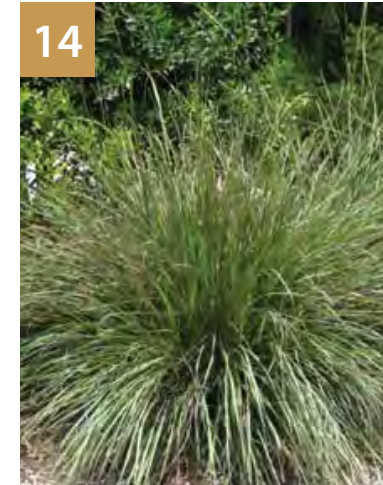
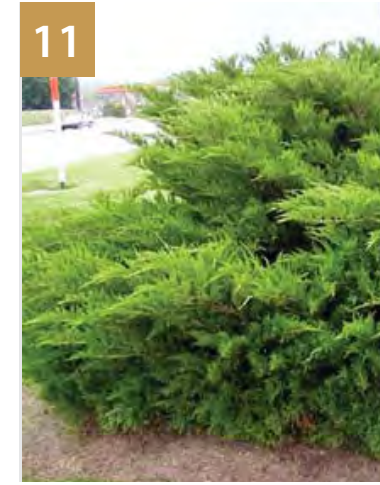
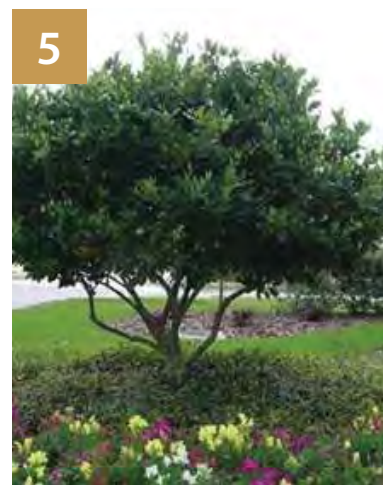
10 Holly

3 Elm (Ulmus)



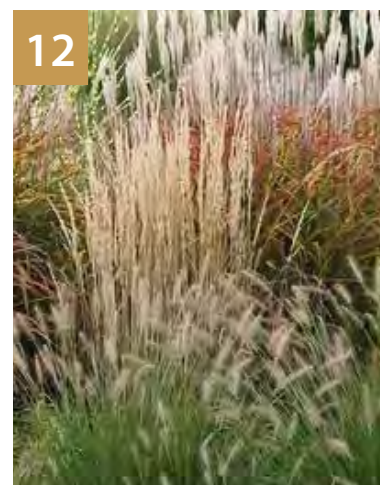
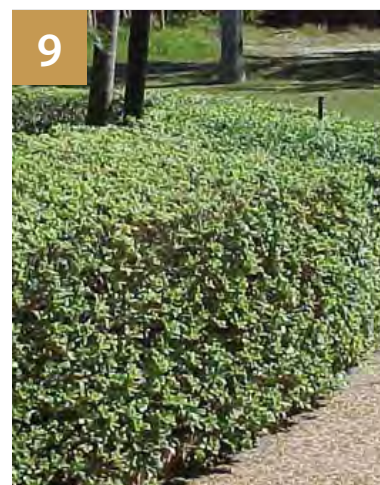
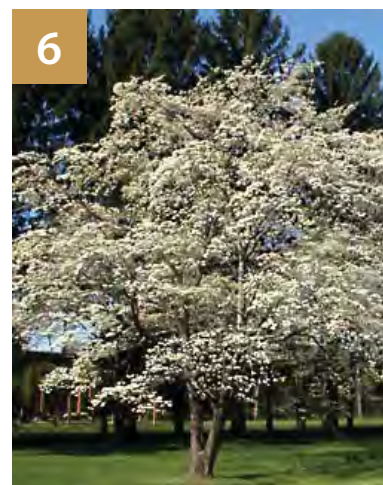
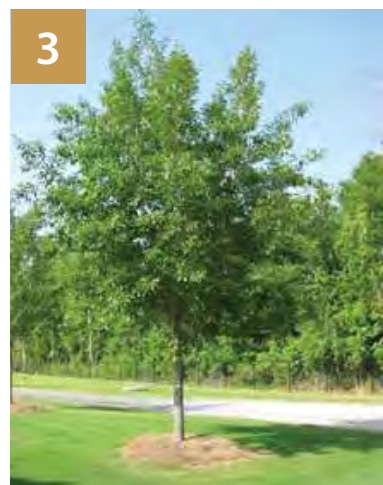
11 Juniper

4 Crape Myrtle (Lagerstroemia)



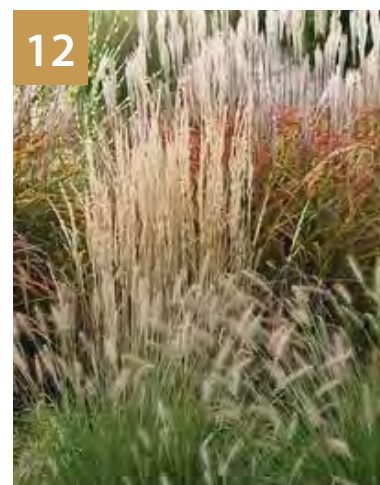
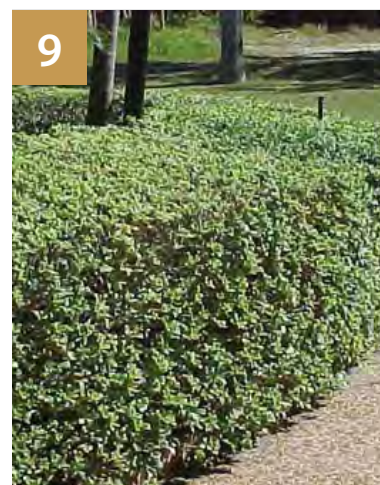
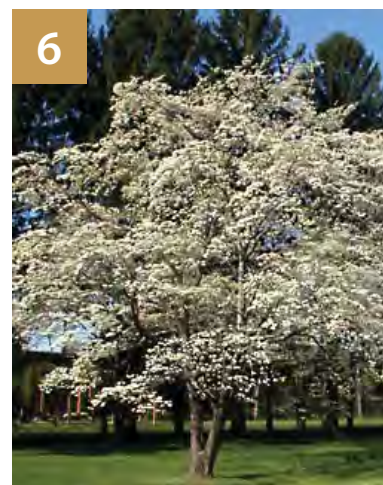
12 Grasses

5 Ligustrum



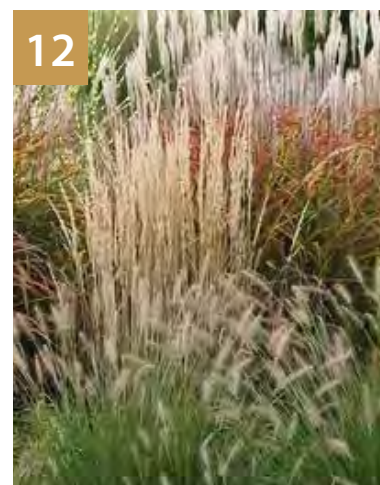
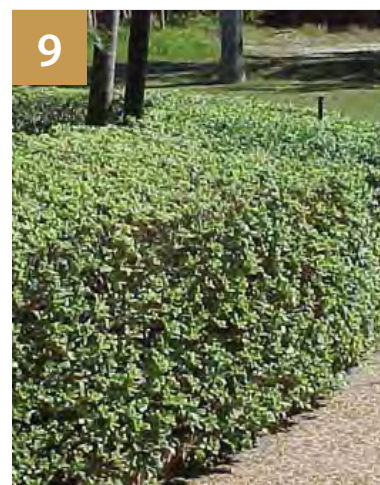
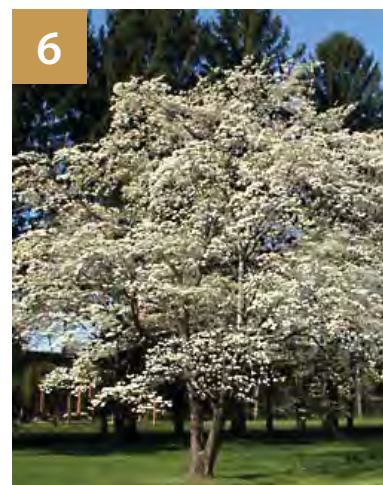
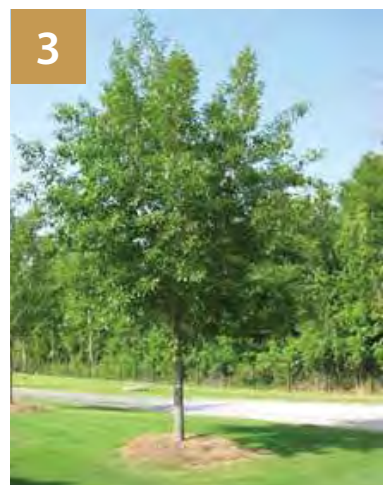
13 Jasmine

6 Dogwood (Cornus florida)



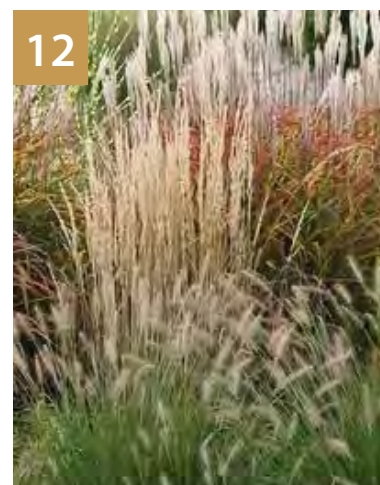
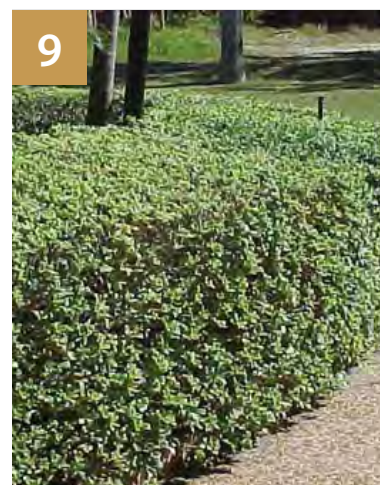
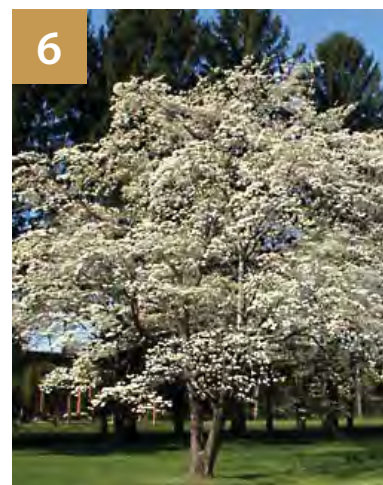
14 Liriope

7 Holly (Ilex)



15 Mimosa

8 Azalea



## 2.8 Sidewalk/Hardscape

2.8.1 The area between the primary building facade and the public right-of-way (ROW) may be used for additional sidewalk/hardscape to provide area for pedestrian circulation and activity. It may also be used for outdoor seating and retail sales, civic plazas and gathering places.

Character District	Typical Sidewalk/Hardscape area
South Navy District	5 – 12 feet
Warrington Downtown Center	12 – 20 feet
Central Navy District	5 – 12 feet
Chief’s Way Activity Center	5 – 12 feet
Antique District	5 – 20 feet

## 2.9 Signage

- 2.9.1 New pole signs (off-premises sign or billboards) are not permitted.
- 2.9.2 Signs should be designed as an integral part of the building façade. Materials and design should be consistent with the building façade.
- 2.9.3 Ground monument signs should be no greater than eight (8) feet in height and shall not create sight triangle obstructions. Monument signage design and materials should be consistent with the architectural style of the primary structure or building(s) on the same parcel.
- 2.9.4 Private signage is encouraged to use the Public Realm icons described in Section 1.7.
- 2.9.5 Maximum sign area is calculated by Article 8: Signage of the Escambia County Land Development Code.

## 2.10 Lighting and Utilities

- 2.10.1 Building lighting should be recessed.
- 2.10.2 Parking lot lighting should be downward facing to reduce light pollution.
- 2.10.3 Utilities (transformers, pipes, building equipment) should be placed behind buildings or otherwise screened from the public view with landscaping or opaque building materials.

## 2.11 Stormwater Management

- 2.11.1 All development, redevelopment, and infill activities shall provide stormwater management facilities that meet criteria specified in the Section 7.15.00 of the Escambia County Land Development Code and applicable Northwest Florida Water Management District regulations.
- 2.11.2 Stormwater management facilities should be designed as a visual or recreational amenity. Surface detention and retention ponds should have gentle slopes (1:4 vertical: horizontal ratio) that do not require fencing. If fencing is required, materials should be complimentary to building design and materials on the site.
- 2.11.3 Where possible, joint or shared stormwater management facilities should be used between adjacent private parcels to maximize development potential on-site.
- 2.11.4 The use of Low Impact Development (LID) stormwater management techniques is encouraged as an alternative to conventional stormwater management facilities. LID shall meet post development criteria specified in the Section 7.15.00 of the Escambia County Land Development Code and applicable Northwest Florida Water Management District regulations. Potential LID techniques include the following:
  - Underground Stormwater Vaults
  - Bioswales
  - Pervious pavement
  - Stormwater reuse ponds
  - Manufactured systems, including but not limited to, Filterra Bioretention Filtration System, Vortechs System, Stormceptor, etc.
- 2.11.5 Redevelopment of properties along Jones Swamp Creek (Central Navy District) should maintain a minimum 50-foot undisturbed vegetated buffer from the edge of the streambank. A 100-foot undisturbed vegetated buffer is preferred where possible. Directly connected impervious surfaces to Jones Swamp Creek are not permitted.
- 2.11.6 Information regarding stormwater pollution prevention and good housekeeping practices, including limited use of pesticides, herbicides, and fertilizer, should be distributed to all property owners and managers within the Navy Boulevard Corridor.





## Action Plan and Recommendations

---



## Action Plan and Recommendations

The realization of the Corridor Vision Plan and physical environment depicted by the Design Guidelines for both the Public and Private Realms is a long term process that will be implemented over time. While Escambia County can design, fund and construct capital improvements within the Public Realm and rights-of-way, redevelopment of private property along the three mile corridor will respond to market conditions and take place incrementally. Therefore, it is important to build and maintain private landowner support for the Corridor Vision Plan and use of the Design Guidelines to encourage voluntary high quality redevelopment projects, rather than relying on mandatory, prescriptive, or inflexible standards that could stifle creative design and economic development.

In order to be successful, the Escambia County CRA must employ a variety implementation tools, including regulatory tools, incentive programs, public-private partnerships, and alternative funding sources, as further described in the following sections.

### Code and Policy Amendment Recommendations

#### Land Development Code

The Navy Boulevard Corridor is located entirely within the Warrington Commercial Overlay Zoning District, a geographically unique area of the County that prescribes additional performance criteria to the conventional C-1 and C-2 zoning districts. The following amendments (in underline format) to the Escambia County Land Development Code are recommended:

Section 6.07.01: Warrington Commercial Overlay District C-3(OL)

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

Part F. Performance Standards

1. *Building and sign design.* The choice of building materials, colors and building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties of the two nearby Navy installations. Use of the Navy Boulevard Corridor Design Guidelines Manual as adopted by the Escambia County Board

of County Commissioners is recommended.

2. *Color and materials.* Colors shall be compatible with the general pattern existing on the commercial corridors within the Warrington area, as further described in the \_\_\_\_\_ Navy Boulevard Corridor Design Guidelines Manual as adopted by the Escambia \_\_\_\_\_ County Board of County Commissioners.

Part H. *C-2 performance standards.* Any project within this overlay district which is zoned C-2 General Commercial shall be subject to the following special design standards.

6. In the event of a conflict between this overlay district and the Navy Boulevard Corridor Design Guidelines Manual, the more stringent standard shall apply.

### Comprehensive Plan

Because the Future Land Use Categories for the Navy Boulevard Corridor permit high density and intensity mixed uses (both residential and non-residential), no amendments to the Escambia County Comprehensive Plan are recommended at this time. Should a future redevelopment project necessitate a Future Land Use Element Policy or Map amendment, the Escambia County CRA and Development Services should work closely with the applicant to expedite the amendment review and approval process, provided that the proposed project is consistent with the intent of the Corridor Vision Plan and Character Districts.

### Recommended Incentive Programs

Although recommended and supported by the Corridor Vision Plan and Warrington CRA District community, it is recognized that the building and site design criteria described in the Private Realm Design Guidelines are not mandatory for existing businesses. The redevelopment of three miles of suburban highway uses will take place incrementally, as land prices, leasing and rents, and other market conditions change.

However, in order to encourage adoption and use of the Private Realm Design Guidelines during development and redevelopment activities, the following incentive programs are recommended:

- Continue to offer the grant programs (Façade, Landscape, Infrastructure, and Sign), conditional upon consistency with the Private Realm Design Guidelines of the Navy Boulevard Corridor Design Guidelines Manual.
- Continue to offer financial assistance through Enterprise Florida applications on behalf of private property owners, conditional upon consistency with the Private Realm Design Guidelines of the Navy Boulevard Corridor Design



**4 Action Plan and Recommendations**

Guidelines Manual.

- Development Services application fee reduction, refunds, or deferment.
- Density or intensity bonuses, consistent with the maximum development potential permitted by the Escambia County Comprehensive Plan
- Land swap (public land given to private interests in return for a public benefit that furthers the Corridor Vision Plan).
- Expedited permitting review periods

**Recommended Projects and Schedule**

The following projects are intended to realize the Corridor Vision Plan and Public Realm Development Guidelines and focus primarily on the public right-of-way. Public investment and physical improvements provide a highly visible indicator of change within an area and demonstrate commitment to redevelopment goals. This commitment can catalyze private reinvestment of properties adjacent to public improvements.

The following projects are recommended:

Name	Purpose	Year	Responsible Party	Estimated Cost
Access Management Plan for Central Navy District and South Navy District	To design access management (turning lanes, medians, driveway openings, signal locations, crosswalk locations). The access management plan for the Antique District is being prepared in FY 2012	2013	CRA, Public Works, Consultant	\$70,000
Warrington Town Center Catalyst Site Master Plan and Economic Study	To prepare a redevelopment and market analysis/financial feasibility plan for a strategic node prioritized by the community and catalyze private reinvestment.	2013	CRA, Consultant	\$75,000
Overhead utility relocation study	To determine the benefits and costs associated with relocating existing power lines underground or on a secondary street off Navy Boulevard	2013	CRA, Public Works, Consultant	\$50,000
Section B-1 Public Realm Capital Improvements (roadway reconstruction and landscape)	To provide safe access management and beautify the corridor	2014-2018	CRA, Public Works, Consultant	\$10,340,000

Name	Purpose	Year	Responsible Party	Estimated Cost
Antique District Master Plan and Economic Study	To prepare a redevelopment and market analysis/financial feasibility plan for a character district prioritized by the community and catalyze private reinvestment.	2014	CRA, Consultant	\$95,000
Wayfinding Program and Signage Design Plan	To provide direction to community assets with a clear and consistent theme. To create a "sense of place" within the Warrington CRA District.	2014	CRA, Consultant	\$80,000
Section A Public Realm Capital Improvements (roadway resurfacing and landscape)	To provide safe access management and beautify the corridor	2015-2017	CRA, Public Works, Consultant	\$935,000
Chief's Way Activity Center Catalyst Site Master Plan and Economic Study	To prepare a redevelopment and market analysis/financial feasibility plan for a strategic node prioritized by the community and catalyze private reinvestment.	2015	CRA, Consultant	\$75,000
Section B-2 Public Realm Capital Improvements (roadway reconstruction and landscape)	To provide safe access management and beautify the corridor	2018-2022	CRA, Public Works, Consultant	\$5,440,000
Section C Public Realm Public Improvements (roadway reconstruction and landscape)	To provide safe access management and beautify the corridor	2022-2026	CRA, Public Works, Consultant	\$2,980,000



## Alternative Funding Sources

In order to implement the Corridor Vision Plan and Design Guidelines for the Public Realm and Private Realms described in the previous sections of this Manual, a variety of funding options must be evaluated. The County should also continue to explore funding opportunities, tax credits or refunds, and other incentives available through its existing **Brownfields Program** and **Enterprise Zone Program**, as administered through the County's Department of Community and Environment. When funding opportunities are identified through the Brownfields Program and Enterprise Zone, County staff should continue to make this information available to property owners, with application assistance conditional upon use of the Private Realm Design Guidelines.

While the primary funding source will continue to be Tax Increment Financing (TIF) revenue generated by the Warrington CRA District, the following is a brief listing of grant funding assistance programs that are available to the Navy Boulevard Corridor:

### **Safe Routes to Schools (SRTS)** – Florida Department of Transportation (FDOT)

The purposes of the Safe Routes to School Program are: To enable and encourage children, including those with disabilities, to walk and bicycle to school; To make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and To facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

Safe Routes to School funding is available for the following categories:

- *Infrastructure Project Grants* (sidewalks, multi-use paths, bike lanes, bike racks and lockers, traffic control devices and traffic calming)
- *Non-infrastructure Project Grants* (educational programs, training, events and incentive programs)

For more information, please see:

[http://www.dot.state.fl.us/safety/SRTS\\_files/SRTS.shtm](http://www.dot.state.fl.us/safety/SRTS_files/SRTS.shtm)

Contact: Jonathan Harris  
FDOT District 3 - District Safety Program Manager  
P.O. Box 607  
Highway 90 East  
Chipley, FL 32428  
(850) 415-9516  
[jonathan.harris@dot.state.fl.us](mailto:jonathan.harris@dot.state.fl.us)



### **Highway Safety Grant Program** – Florida Department of Transportation (FDOT)

The Florida Department of Transportation Safety Office (FDOT) administers funding for various grant programs that address traffic safety priority areas. Grants are awarded to state and local safety-related agencies as “seed” money to assist in the development and implementation of programs that address traffic safety deficiencies or expand ongoing safety programs activities in priority program areas, including pedestrian and bicycle safety. Funding for these grants are apportioned to states annually from the National Highway Traffic Safety Administration (NHTSA) according to a formula based on population and road mileage. Funding may be available for projects in other program areas if there is documented evidence of an identified problem. Government agencies, political “subdivisions” of the state, local city and county government agencies, state colleges and state universities, school districts, fire departments, public emergency services providers, and certain qualified non-profit organizations are eligible to receive traffic safety grant funding.

For more information, please see: <http://www.dot.state.fl.us/safety/HighwaySafetyGrantProgram/hsgp/hsgp.shtm>

Contact: Florida Dept. of Transportation Safety Office  
MS #53, 605 Suwannee Street  
Tallahassee, FL 32399-0450  
850-245-1500

### **Tiger Grants** – United States Department of Transportation

The Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grant program, provides an opportunity for the U.S. Department of Transportation to invest in road, rail, transit and port projects that promise to achieve critical national objectives. The TIGER program enables DOT to use a rigorous process to select projects with exceptional benefits, explore ways to deliver projects faster and save on construction costs, and make investments in our Nation's infrastructure that make communities more livable and sustainable.

For more information, please see: <http://www.dot.gov/tiger/>

[TIGERgrants@dot.gov](mailto:TIGERgrants@dot.gov)

### **Livability Grants** – United States Department of Transportation

In support of the Sustainable Communities Partnership (US Environmental Protection Agency, Housing and Urban Development, and Department of Transportation), the US DOT created the “Livability” grants program to help urban, suburban and rural communities



## 4 Action Plan and Recommendations

develop transit options to better connect people to where they live, work and play. There are a large number of programs and grants available to support projects that enhance or relate to livability, including Surface Transportation Improvements, Accessibility to Disadvantaged Populations, Fixed Guideway Systems, Bike/Pedestrian Improvements, and Surface Transportation Planning.

More information about each of these Grant programs can be found at: <http://www.dot.gov/livability/grants-programs.html>





## Appendices

---





## Appendix A: Public Participation

---



# Public Participation Process

A Community Vision component was incorporated into the scope of services to enable a significant public outreach effort. The intent of this effort was to receive input from community stakeholders, including residents, business owners, regulatory agency representatives and local officials, to prepare a consensus vision for the long-term form and function of the corridor.

Public outreach for the project included a series of meetings, interviews and workshops held by the CRA. The details of these events are listed below.

## First Public Workshop (“Kickoff”)

CRA Staff and VHB-MS held a kickoff workshop with the Warrington Revitalization Committee (WRC) to provide an overview of project objectives, schedule, and deliverables. WRC members provided information regarding their past experiences, current community values and desired areas of improvement.

## Stakeholder Interviews

The Escambia County CRA direct mailed stakeholder interview invitations to each property owner within the Warrington CRA District. This included the Navy Point, Edgewater, Beach Haven, Second Street, Patton Drive and Holmes Estates neighborhood association, as well as the Warrington Revitalization Committee and all commercial businesses.

Over the course of two days, CRA staff and VHB-MS met with property owners who attended one of six scheduled time slots at the Warrington Middle School. Stakeholders were asked to identify what they liked about the Navy Boulevard corridor; what should be changed; how the public spaces and buildings should look; and how should the corridor function for automobiles, bicyclists, and pedestrians. Although standardized questions were utilized to guide discussion and target specific issues, time was also allotted in each interview session for general dialogue regarding the corridor.

Key issues resulting from all stakeholder interview sessions included the following:

- Need to address the perceived proliferation of vacant and/or dilapidated structures along the corridor;
- Need for new retail establishments and waterfront development;
- Desire for more neighborhood-scale and pedestrian oriented shopping districts;
- Need for consistent appearance;
- Need to remove overhead utilities and signage; and


- The identification of the intersection of Navy Boulevard and Barrancas/Gulf Highway Beach (SR 292) as a potential catalyst redevelopment area.


VHB MillerSellen

### Kickoff Meeting

**Agenda**

- I. Introductions
- II. Project Overview
- III. Draft Schedule
- IV. Discussion: Issues & Opportunities






VHB MillerSellen

### Stakeholder Questions

**General**

- What do you like about the Navy Boulevard corridor?
- What do you dislike about the Navy Boulevard corridor?
- What should be the short and long term goals for the corridor?
- How should the CRA spend its money?
  - Infrastructure
  - Building façade renovations
  - Assemblage of parcels for large redevelopment projects
  - Streetscape and landscape improvements
  - Marketing and business recruitment



### Warrington Area Residents and Business Owners


**You are cordially invited to meet with the staff of Escambia County's Community Redevelopment Agency pertaining to the Navy Boulevard Design Guidelines and Corridor Management Plan Project!!**

As we prepare to create Design Guidelines and a Corridor Management Plan for Navy Boulevard, your input and feedback is needed!!

**Date:** Tuesday, August 9, 2011

**Time:** 11:00 a.m. - 12:30 p.m.

**Place:** Warrington Middle School, Large Conference Room, 450 S. Old Corry Field Road Pensacola, FL, 32507



**To RSVP and/or to receive further information, you can either access our website at [www.myescambia.com](http://www.myescambia.com), contact the CRA office at 850-595-3217 or email David Forte, Project Manager, @ DVFort@myescambia.com**

If you cannot attend the meeting above, please feel free to attend the Warrington Revitalization Committee's meeting on Tuesday, August 9, 2011 from 5:30 - 7:30 p.m. located at 406 S. Navy Boulevard, Pensacola, FL 32507



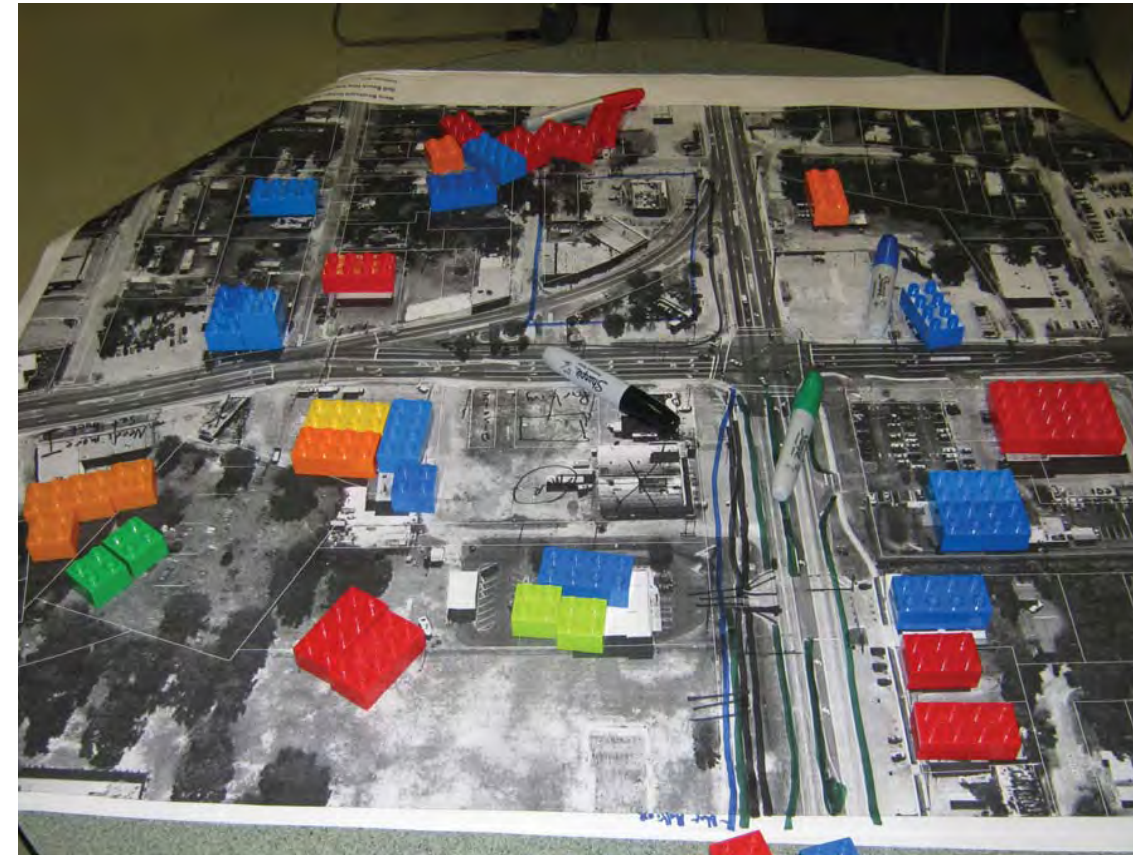
## Second Public Meeting (“Design Workshop”)

CRA staff and VHB-MS used information gathered during the Kickoff Workshop and Stakeholder Interviews to prepare several interactive exercises.

**Context Plan:** The community used markers to draw and graphically depict different districts on an aerial base map of the corridor and the surrounding area. The different districts represent areas for potential redevelopment, preservation, or other proposed changes.

**Typical Roadway Sections:** The community evaluated eight prototypical roadway cross-sections prepared by VHB-MS. Each roadway cross-section contained varying configurations for parking, sidewalks, travel lanes, and other infrastructure improvements within the Public Right-Of-Way. At the conclusion of the workshop, a “Preferred Section” for each segment of the corridor was selected by meeting attendees.

**Site Design:** The community used LEGO blocks to “redevelop” the area identified as a potential catalyst redevelopment site at the intersection of Navy Boulevard and Barrancas/ Gulf Beach Highway. Participants learned about building placement and scale and provided general preferences for the redevelopment of this strategic node along the corridor.



### Third Public Meeting (“Final Design Workshop”)

Utilizing information gathered in the previous public meetings, CRA staff and VHB-MS prepared several interactive exercises intended to elicit additional comment and refine preliminary plans, standards and themes.

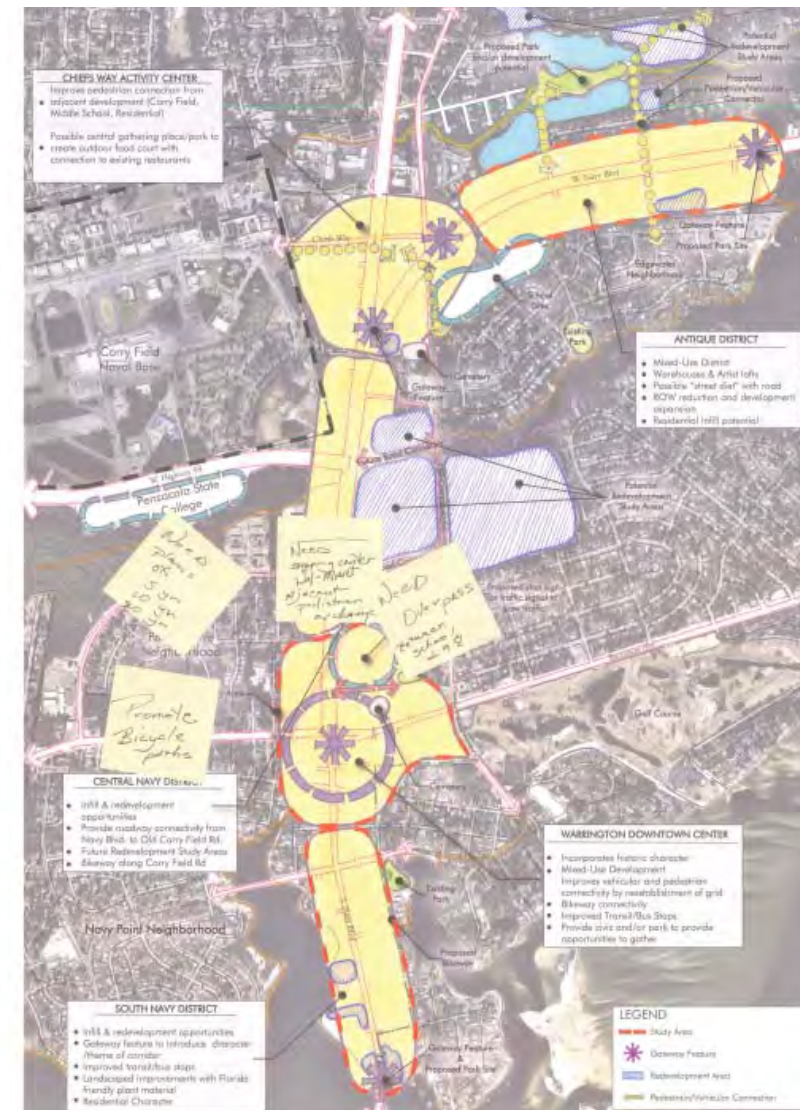
**Alternative Concept Plans:** The community reviewed six alternative concept plans prepared by VHB-MS. These concept plans were based upon initial community feedback from the previous workshop and stakeholder interviews, and provide greater detail regarding land uses, potential redevelopment study areas, and roadway alignments.

**Development Guidelines:** Participants reviewed several elements of site design including placement, massing, and height of buildings, access and location of parking; then identified their preferred building types.

**Theming:** The community identified their general preferences for building materials, icons, colors, lighting types, and landscaping materials.

At the conclusion of the workshop, all meeting attendees used the Turning Point system to vote upon Preferred Concept Plans for the Antique District (West Navy Boulevard) and the Warrington Town Center (Navy Boulevard and Barrancas/Gulf Beach Highway).

The results from all of the Public Meetings were used by CRA staff and VHB-MS to prepare the recommended Design Guidelines, described in further detail in Section IV.



Meeting participants using TurningPoint system



Alternative Concept Plan with Community Comments



Post-It Note comments from meeting participants



## Appendix B: Context

---



# Context

## Overview and Current Uses

The Navy Boulevard Corridor is a regionally significant roadway corridor that carries thousands of peak hour trips every day. Commercial uses of varying age, style and condition comprise the majority of the frontage along Navy Boulevard.

Like many transitioning highway corridors, the businesses and buildings along the Navy Boulevard Corridor have experienced physical deterioration, increased vacancy rates, and declining economic success. In 1995, these conditions led to a finding of blight and establishment of the Warrington Community Redevelopment Area (CRA) and the Tax Increment Financing (TIF) Trust Fund, a dedicated source that uses property taxes generated by properties within the CRA to fund improvements.

Major existing uses within or adjacent to the Navy Boulevard Corridor include:

- Naval Air Station (NAS) Pensacola
- Pensacola Country Club
- Corry Field Shopping Mart
- Southgate Shopping Center
- Navy Point Shopping Center
- Pensacola State College, Warrington Campus
- Residential Neighborhoods

## CRA Description

The Warrington CRA District is located in unincorporated Escambia County, several miles southwest of downtown Pensacola and immediately north of Naval Air Station Pensacola. It is bound by the waters of Bayou Chico and the Jones Swamp Preserve to the north; Bayou Grande to the south; Old Corry Field Road, and Bayou Davenport to the east; and Bainbridge and Calhoun Avenues to the west. The total area encompasses 1,709 acres, and is comprised of several distinct neighborhoods and commercial centers. The Warrington CRA District has a total population of 14,531, with 7,424 total housing units, of which 1,192 (16%) are vacant. The CRA is contiguous to two other Community Redevelopment Areas; the Barrancas CRA to the east and Brownsville CRA to the north. The Navy Boulevard Corridor roughly bisects the Warrington CRA District, as shown in Figure A-1.

The 2010 Warrington Redevelopment Plan, prepared by the Escambia County CRA, includes strategies that address such areas as environmental code enforcement, crime reduction, housing needs, redevelopment of commercial corridors and centers, infrastructure improvements and enhancement of amenities. One of the major Action Strategies of the 2010 Plan was the creation of Design Guidelines that:

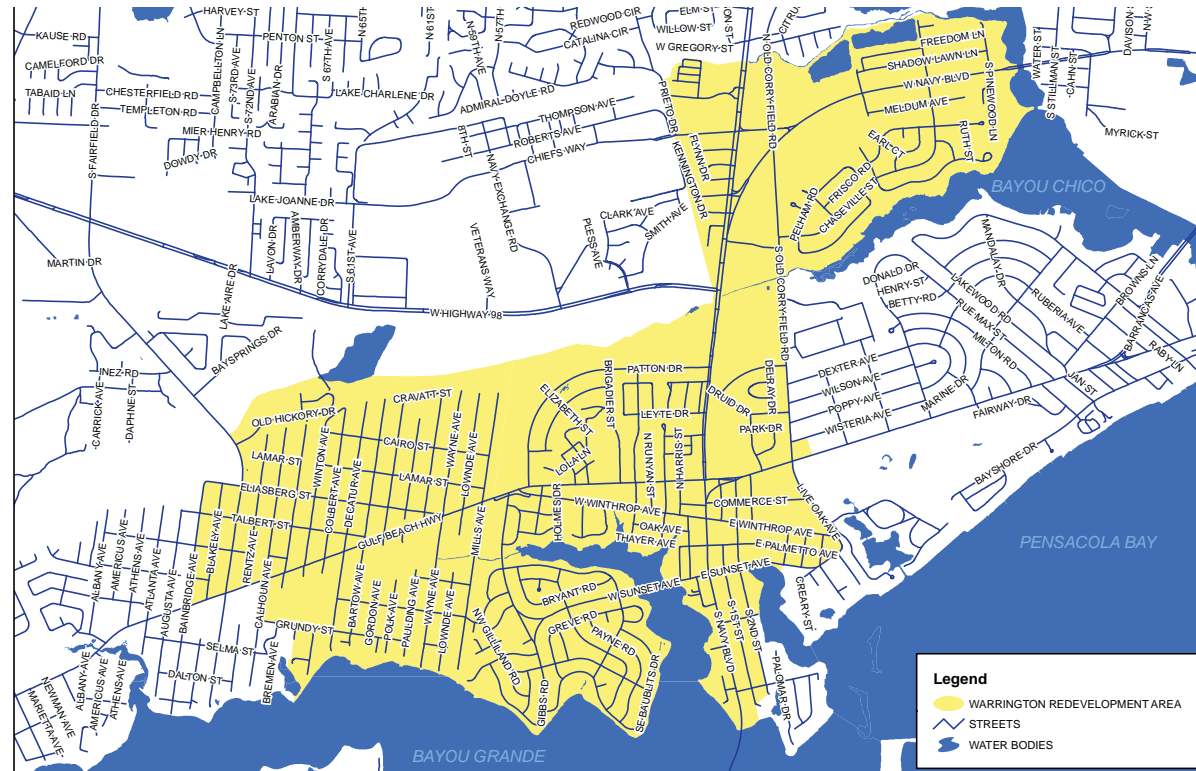


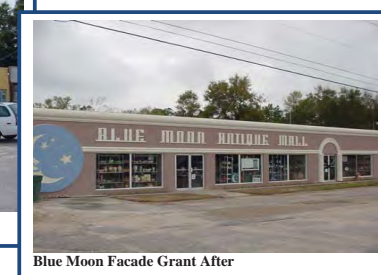
Figure A-1: Warrington CRA District Map

### 3.1 PLAN OBJECTIVES

This redevelopment plan is intended to accomplish a series of objectives. With the exception of the objective addressing zoning and land use issues, the following objectives reflect the findings identified in earlier plans. The following objectives are listed in alphabetical order for ease of reference.

#### Appearance

Upgrade the visual quality of the commercial corridors which also constitute gateways to major Navy installations and tourist attractions. Upgrade and enhance the visual quality of the residential neighborhoods and public recreational areas.



#### Citizen and Business Involvement

Continue to involve citizens and business owners in the redevelopment process and build a sense of community pride.



#### Code Compliance

Utilize systematic and targeted code enforcement to assure on-going compliance with all key county codes, particularly the nuisance abatement and land development codes.

Excerpt from 2010 Warrington Redevelopment Plan

- Guide future development in the area to continue to enhance the overall appearance of the redevelopment area without hindering the historic significance;
- Assure future private sector investors that quality redevelopment will be implemented; and
- Promote quality design and help to stabilize property values.

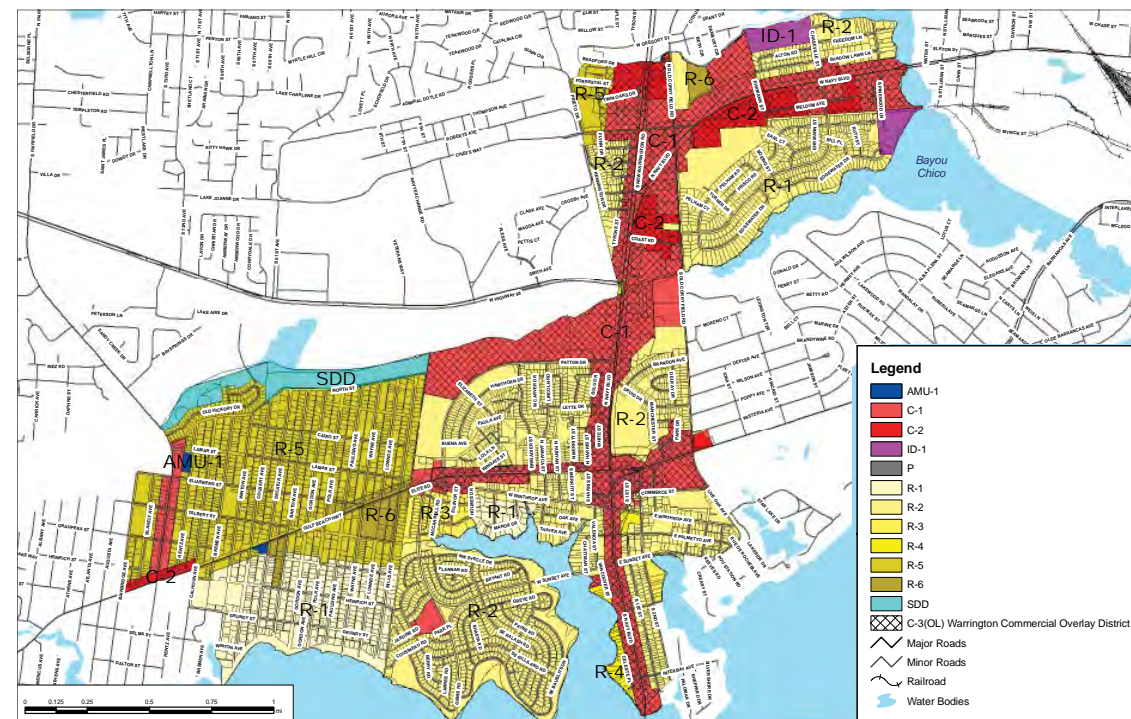
### Existing Conditions Description

#### Zoning

The Navy Boulevard Corridor frontage is almost exclusively zoned Commercial (C-1 and C-2). Both C-1 (Retail Commercial District) and C-2 (General Commercial and Light Manufacturing District) permit a wide variety of residential and non-residential uses, including regional retail uses. Other parcels within the study area have Residential zoning (R-2, R-4, R-5, and R-6).

See Figure A.2, Warrington CRA District Zoning Map

**Figure A.2:**  
Warrington  
CRA District  
Zoning Map



The Navy Boulevard Corridor is also subject to the Warrington Commercial Overlay District (C-3(OL)), which is intended to “provide protection for land uses in the commercial corridors that are located within the Warrington CRA District and provide primary access (gateways) to the two major military installations.” The overlay district permits all uses allowed in the underlying C-1 and/or C-2 zoning district. However, it prohibits one use (portable food vendors) and describes uses that require conditional use review and approval by the Escambia County Board of Adjustment.

See Figure A.4, Warrington CRA District Commercial Overlay District Map



**Figure A.4:**  
Warrington  
Commercial  
Overlay District  
Boundary

## Future Land Use

The Navy Boulevard Corridor has two predominant Future Land Use categories, as adopted in the Escambia County Comprehensive Plan Future Land Use Map.

- The Commercial (C) Future Land Use category is designated along the corridor from the Bayou Chico Bridge/City of Pensacola limits to the Barrancas/Gulf Beach Highway/SR 292 intersection, a distance of approximately two (2) miles. It is intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. It permits up to 25 dwelling units per acre, and up to 1.0 Floor Area Ratio for non-residential development
- The Mixed Use Urban (MU-U) Future Land Use category is designated along the corridor from the Barrancas/Gulf Beach Highway/SR 292 intersection to NAS Pensacola, a distance of approximately one (1) mile. It 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. It permits a residential density range of 3.5 to 25 dwelling units per acre, and an non-residential intensity range of 0.25 to 2.0 Floor Area Ratio (FAR).

See Figure A.3, Warrington CRA District Future Land Use Map

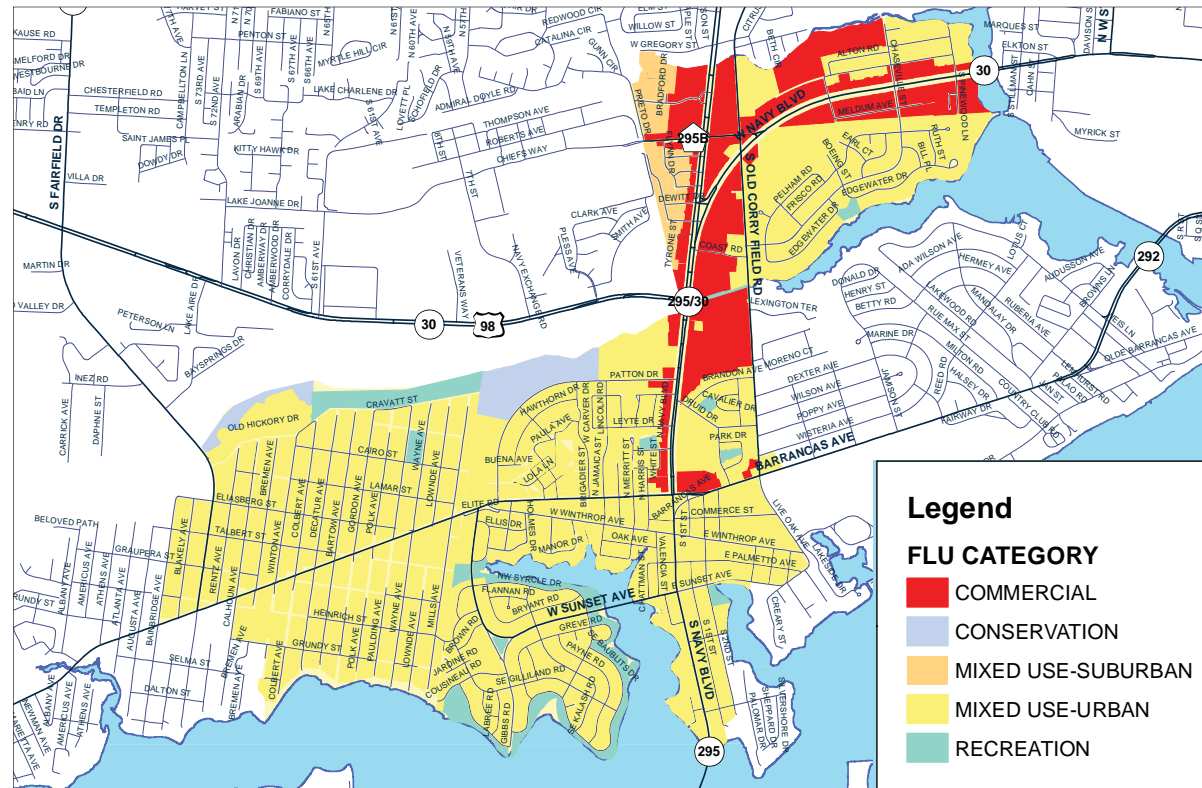


Figure A.3: Warrington CRA District Future Land Use Map

## Transportation Conditions

Navy Boulevard is classified as an arterial roadway under FDOT jurisdiction, although the route designation changes along its length. Because the corridor contains neighborhood and regional retail uses to support the residential areas on either side of the corridor, it must accommodate both local and regional trips and provide an appropriate balance between the two.

The majority of the east-west portion of Navy Boulevard does not contain sidewalks. Additionally, most developed parcels along the roadway have open access, with no defined driveway openings or roadway shoulders, resulting in uninterrupted access from the travel lanes to the parking lots for adjacent parcels and unsafe pedestrian conditions. Responsibility for maintenance of the open paved areas between the travel lanes and parking areas for businesses is an area of concern for many business owners, as it is unclear where FDOT maintenance responsibility is delineated.

Within the project limits, Navy Boulevard has distinguishable geometric characteristics that divide the existing arterial roadway into three segments:

- Segment 1: NAS Pensacola to Gulf Beach Highway
- Segment 2: Gulf Beach Highway to New Warrington Road
- Segment 3: New Warrington Road to Bayou Chico Bridge

An analysis of existing traffic conditions along Navy Boulevard was conducted to determine the operating level of service along the corridor. Escambia County provided 2010 traffic data which includes existing 2-way PM peak hour counts, peak season factors and adjusted 2-way PM peak hour volumes. The 2010 traffic data also provided the two-way peak-hour service volume and the percentage of the service volumes used along Navy Boulevard. The PM peak hour range along Navy Boulevard is generally 15:30 for the northbound direction of Segments 1 and 2. The PM peak hour range for Segment 3 is generally 16:30 for the westbound direction.

As shown in Table T-1 below, Navy Boulevard currently operates well below capacity along the study section of the roadway. The highest percentage of service volumes used was Segment 2 from Gulf Beach Highway to New Warrington Road, which operates at an average 60% of the PM peak hour service volume of 4,680. As shown in the Table T-1 below the available number of PM peak hour trips, is 2,537 and 1,178 for the sections of Segment 2. Similarly, Segments 1 and 3 operate under capacity at an even greater percentage than Segment 2. Segment 1 from NAS to Gulf Beach Highway operates at an average 54% of the PM peak hour service volume and has 2,303 and 1,873 available peak hour trips. Segment 3 from New Warrington Road to Pace Boulevard operates at 46% of the PM peak hour service volume and has 1,831 available peak hour trips.

Future volumes for Navy Boulevard were estimated as part of the 2035 Long Range Transportation Plan recently completed by the Florida-Alabama TPO. Their analysis showed that even with traffic growth, the north-south portion of Navy Boulevard will be under capacity as showing in Table T-2. The east-west portion of Navy Boulevard was analyzed as one segment from New Warrington Road to Pace Blvd. based on worst-case conditions of four lanes (part of the corridor is four lanes, but the majority within the study area is six lanes). For the worst-case condition with four lanes, the corridor is 2% over capacity. For the six lane condition within the study area, Navy Boulevard is under capacity for future conditions and operates at Level of Service B.

The results of the transportation analysis indicate that the Navy Boulevard Corridor has sufficient capacity within the existing right-of-way limits, and that lane expansion is not needed to maintain the adopted Level of Service (LOS) standards. Therefore, the Public Realm Design Guidelines for roadway improvements are based upon the existing right-of-way limits.

Road No. / On Street	Roadway Facility	Segment Description	No. of Lanes	LOS Std	2-Way PM PH Counted Vol.	2-Way PM PH Fact. Vol.	Alloc. Trips	Total Trips	2-Way PH Serv. Vol	% Serv. Vol. Used	Avail. Trips	Hurricane Evac. Rt
SR 295/Navy Blvd	NAS to Gulf Beach Hwy	SR 295/Navy Blvd, 300' North of Bayou Grande Bridge	5D	E	2,142	2,057	145	2,202	4,095	49%	2,303	No
		SR 295/Navy Blvd between Winthrop Ave & Commerce St	5D	E	2,590	2,487	145	2,632	4,096	58%	1,873	No
SR 295/Navy Blvd	Gulf Beach Hwy to New Warrington Rd	SR 295/Navy Blvd, 300' North of SR 292 (Barrancas Ave)	6D	D	2,213	2,104	39	2,143	4,680	46%	2,537	YES
		SR 295, 500' South of SR 30	6D	D	3,644	3,464	39	3,503	4,681	75%	1,178	YES
SR 30/Navy Blvd /US 98	New Warrington Rd to Pace Blvd	SR 30 (US 98)/Navy Blvd between SR 295 & C-295A	4D	D	1,514	1,454	0	1,454	3,110	43%	1,967	No
		SR 30 (US 98)/Navy Blvd, 300' East of Chief's Way	4D	D	1,719	1,651	0	1,651	3,111	48%	1,770	No
		SR 30 (US 98)/Navy Blvd, 100' West of Bayou Chico Bridge	4D	D	1,735	1,666	0	1,666	3,112	49%	1,755	No

Source: 2010 FDOT Traffic Count CD and Escambia County traffic data

**Table T-1: Current AADT and Available Capacity**

Year 2035 Level of Service Conditions							
Roadway	From	To	Year 2035 No. of Lanes	LOS Standard	Capacity	Year 2035 Volume	Year 2035 LOS
SR 295 (Navy Blvd.)	Pensacola NAS	Barrancas Ave.	5	D	53,100	30,900	C
SR 295 (Navy Blvd.)	Barrancas Ave.	New Warrington Rd.	4	D	36,700	33,700	C
US 98 (Navy Blvd.)	New Warrington Rd.	Pace Blvd.	6*	D	53,100	35,700	B
US 98 (Navy Blvd.)	New Warrington Rd.	Pace Blvd.	4*	D	35,100	35,700	F

\*The analysis in the 2035 Plan considered the whole segment as four lanes, even though portions of the corridor are six lanes.

For comparison purposes, the analysis results are shown for both conditions.

**Table T-2: Future AADT and Capacity**



## Appendix C: Estimated Costs





# Estimated Costs

Transportation  
Land Development  
Environmental  
Services

## Computations



Project	Navy Blvd	Project #	61622.00
Location	Escambia County	Sheet	1 of 2
Calculated By	BOM	Date	2/17/2012
Checked By		Date	
Title	Cost Estimate - Summary		

Section	Description of Work	Segment		Length	Cost
		From	To		
Section A	Mill and Resurface, Sidewalk, and Median	NAS Bridge	Barrancas	0.95 Miles	\$ 810,000
	Landscape & Irrigation				\$ 125,000
				Subtotal	\$ 935,000
Section B2	Full Depth Pavement Reconstruction, Sidewalk, Curb and Median for Both Travel Way and Parking Area	Barrancas	US 98	0.74 Miles	\$ 4,340,000
	Removal of Existing Concrete Pavement Landscape & Irrigation				\$ 1,100,000
				Subtotal	\$ 5,440,000
Section C	Mill and Resurface, Sidewalk, and Median for Travel Way	US 98	Chief's Way	0.66 Miles	\$ 2,480,000
	Full Depth Pavement Reconstruction, Sidewalk, Curb for Parking Area Landscape & Irrigation				\$ 500,000
				Subtotal	\$ 2,980,000
Section B1	Full Depth Pavement Reconstruction, Sidewalk, Curb and Median for Both Travel Way and Parking Area	New Warrington	Bayou Chico Bridge	1.42 Miles	\$ 8,340,000
	Removal of Existing Concrete Pavement Landscape & Irrigation				\$ 2,000,000
				Subtotal	\$ 10,340,000
				Total:	\$ 19,695,000
				Say:	\$ 19,700,000

Transportation  
Land Development  
Environmental  
Services

## Computations



Project	Navy Blvd	Project #	61622.00
Location	Escambia County	Sheet	1 of 1
Calculated By	BOM	Date	2/17/2012
Checked By		Date	
Title	Cost Estimate - Section A		

Item	Description	QTY	UNIT	WAUP	Subtotal	Adjustment Factor	Total
0101 1	MOBILIZATION	10			\$ 78,522.91	1.00	\$ 78,522.91
0102 1	MAINTENANCE OF TRAFFIC	10			\$ 71,384.46	1.00	\$ 71,384.46
0327 70 4	MILLING EXIST ASPH PAVT, 3" AVG DEPTH	32853	SY	\$ 1.55	\$ 50,922.66	0.85	\$ 43,088.40
0334 1 24	SUPERPAVE ASPH CONC, TRAF D, PG76-22	2710	TN	\$ 86.37	\$ 234,097.25	0.85	\$ 198,082.29
0337 7 20	ASPH CONC FRIC COURSE, INC BIT, FC-12.5, FC6, PG76-22	2628	TN	\$ 140.75	\$ 369,929.00	0.85	\$ 313,016.85
0430 94 1	DESILTING PIPE, 0 - 24"	800	LF	\$ 3.65	\$ 2,920.00	1.00	\$ 2,920.00
0430 94 2	DESILTING PIPE, 25 - 36"	296	LF	\$ 5.66	\$ 1,675.36	1.00	\$ 1,675.36
0570 1 2	PERFORMANCE TURF, SOD	5479	SY	\$ 1.58	\$ 8,657.56	1.00	\$ 8,657.56
0700 20 11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	20	AS	\$ 239.28	\$ 4,785.60	1.00	\$ 4,785.60
0700 20 12	SINGLE POST SIGN, F&I, 12-20 SF	18	AS	\$ 671.53	\$ 12,087.54	1.00	\$ 12,087.54
0700 20 40	SINGLE POST SIGN, RELOCATE	2	AS	\$ 107.48	\$ 214.96	1.00	\$ 214.96
0700 20 60	SINGLE POST SIGN, REMOVE	16	AS	\$ 17.04	\$ 272.64	1.00	\$ 272.64
0700 21 11	MULTI- POST SIGN, F&I, 50 SF OR LESS	2	AS	\$ 2,879.36	\$ 5,758.72	1.00	\$ 5,758.72
0700 21 60	MULTI- POST SIGN, REMOVE	2	AS	\$ 415.11	\$ 830.22	1.00	\$ 830.22
0706 3	RETRO-REFLECTIVE PAVEMENT MARKERS	405	EA	\$ 3.31	\$ 1,340.55	1.00	\$ 1,340.55
0710 11111	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	8	NM	\$ 770.62	\$ 6,164.96	1.00	\$ 6,164.96
0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 6"	4	GM	\$ 201.04	\$ 804.16	1.00	\$ 804.16
0711 11111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	4	NM	\$ 2,891.87	\$ 11,567.48	1.00	\$ 11,567.48
0711 11131	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6"	2	GM	\$ 907.97	\$ 1,815.94	1.00	\$ 1,815.94
0999 25	INITIAL CONTINGENCY AMOUNT (DO NOT BID)	1	LS	\$ 43,187.60	\$ 43,187.60	1.00	\$ 43,187.60
Project Unknowns		0	%	\$ -	\$ -	5%	\$ 40,308.91
					\$ 906,939.57		\$ 846,487.11
				Length of Section =	5000 ft =	0.95 Miles	\$ 801,597.64
						Say:	\$ 810,000
Section A Landscape & Irrigation: 0.95 miles (80' ROW)							
Center Median: (2) 12' wide x 75' long islands per 1/4 mile (600LF total)							
	1.0 Canopy Tree (100gal./4"cal.) @ 35' o.c.	16	EA	\$ 500.00	\$ 8,000.00	-	\$ 8,000.00
	2.0 Accent Tree (45gal./3"cal.) (3) in group @ 300' o.c.	24	EA	\$ 300.00	\$ 7,200.00	-	\$ 7,200.00
	3.0 Shrubs (3 gal. @ 18" o.c.)	3240	EA	\$ 9.00	\$ 29,160.00	-	\$ 29,160.00
	4.0 Irrigation	7200	SF	\$ 1.00	\$ 7,200.00	-	\$ 7,200.00
Landscape Shoulders (3' wide, each side)							
	1.0 Bahia Sod	30000	SF	\$ 0.40	\$ 12,000.00	-	\$ 12,000.00
	2.0 Irrigation	30000	SF	\$ 1.00	\$ 30,000.00	-	\$ 30,000.00
				Length of Section =	5000 ft =	0.95 Miles	\$ 93,560.00
				Contingency		25%	\$ 23,390.00
						Total:	\$ 116,950.00
						Say:	\$ 125,000.00



Transportation Land Development Environmental Services

Computations



Vanasse Hangen Brustlin, Inc.

Project: Navy Blvd, Location: Escambia County, Calculated By: BOM, Checked By: [blank], Title: Cost Estimate - Section B2

Table with columns: Item, Description, QTY, UNIT, WAUP, Subtotal, Adjustment Factor, Total. Includes items like MOBILIZATION, MAINTENANCE OF TRAFFIC, SUPERPAVE ASPH CONC, etc.

Transportation Land Development Environmental Services

Computations



Vanasse Hangen Brustlin, Inc.

Project: Navy Blvd, Location: Escambia County, Calculated By: BOM, Checked By: [blank], Title: Cost Estimate - Section C

Table with columns: Item, Description, QTY, UNIT, WAUP, Subtotal, Adjustment Factor, Total. Includes items like MOBILIZATION, MAINTENANCE OF TRAFFIC, MILLING EXIST ASPH PAVT, etc.







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

**AI-2598**

**County Administrator's Report 12. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/17/2012

**Issue:** CRA Meeting Minutes April 17, 2012

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning CRA Meeting Minutes April 17, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the April 17, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

**BACKGROUND:**

On April 17, 2012, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

**BUDGETARY IMPACT:**

NA

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

NA

---

**Attachments**

Minutes April 17, 2012

AGENDA  
Escambia County  
Community Redevelopment Agency  
April 17, 2012–Time 8:45 a.m.  
221 Palafox Place, First Floor  
BCC Meeting Room  
Pensacola, Florida 32502

Call to Order.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

**I. Technical/Public Service**

- a. CRA Minutes February 16, 2012

**Vote:** 3 - 0 - Unanimously

- b. Recommendation Concerning the Enterprise Zone Development Agency First Quarterly Report - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept, for filing with the April 17, 2012, Board's Minutes, the Information Report concerning the Enterprise Zone Development Agency (EZDA) First Quarterly Report.

**Vote:** 3 - 0 - Unanimously

- c. Recommendation Concerning Commercial Facade Grant Program Cancellation of Two Liens - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Commercial Facade Grant Program:

A. Approve the following two Commercial Facade, Landscape, and Infrastructure Grant Program Cancellation of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Goldstein Enterprises, LLC	3885 North Palafox Street	\$5,265

Escambia Christian School, Inc.	3311 West Moreno Street	\$9,022
---------------------------------	-------------------------	---------

B. Authorize the Chairman to execute the Cancellation of Liens.

**Vote:** 3 - 0 - Unanimously

- d. Recommendation Concerning Residential Rehab Grant Program, Nine Cancellations of Liens - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program:

A. Approve the following nine Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Bryan S. Gromer	547 South 1st Street	\$750
Lizzie M. Ross	51 Druid Drive	\$3,248
Kevin L. Rockwell	422 South 1st Street	\$922
Angela LeBlanc	423 South 1st Street	\$975
Irma D. Speed	532 South 1st Street	\$912
Cynthia A. Vargas	4 Greve Court	\$3,344
Eric M. and Carol A. Wood	509 Chaseville Street	\$6,000
Kenneth R. and Brenda H. Hill	534 South 1st Street	\$850
Brian D. and Teresa M. Knutzen	520 Edgewater Drive	\$3,600

B. Authorize the Chairman to execute the Cancellation of Liens.

**Vote:** 3 - 0 - Unanimously

- e. Recommendation Concerning a Memorandum of Understanding between the Escambia County Community & Environment Department/Community Redevelopment Agency and the Escambia County Sheriff's Office - Keith Wilkins, REP, Department Director

That the Board take the following action concerning a Memorandum of Understanding (MOU) between the Escambia County Community & Environment Department/Community Redevelopment Agency (CED/CRA) and the Escambia County Sheriff's Office:

A. Approve the MOU that will provide for the implementation of a crime prevention and reduction program patrolling the Warrington Community Redevelopment District beginning in April 2011 and ending September 30, 2013; and

B. Authorize the Chairman to sign the MOU.

[Funding: Fund 151, Cost Center 220516, Object Code 53401, Warrington Tax Increment Financing (TIF) Reserves, Other Contractual Services, in the amount of \$15,000]

**Vote:** 3 - 0 - Unanimously

## **II. Budget/Finance**

- a. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 221 Payne Road - Keith Wilkins, REP, Community and Environment Department Director.

That the Board ratify 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 (TIF), 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.

**Vote:** 3 - 0 - Unanimously

**Vote:** 3 - 0 - Unanimously

- b. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3740 North Pace Boulevard - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify 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 (TIF), Fund 151, Cost Center 220517, 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 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.

**Vote:** 3 - 0 - Unanimously

c. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 509 Chaseville Street - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify 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 509 Chaseville Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eric M. and Carol A. Wood, owners of residential property located at 509 Chaseville Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$5,067.00, representing an in-kind match through the Warrington Tax Increment Funding (TIF), Fund 151, Cost Center 220516, Object Code 58301 for the following improvements: install new storm windows; and

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

**Vote:** 3 - 0 - Unanimously

d. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 3720 North Pace Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following April 17, 2012 action of the Board of County Commissioners of Escambia Count, 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. Approve 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 (TIF), Fund 151, Cost Center 220517, Object Code 58301, and /or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 and 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 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.

**Vote:** 3 - 0 - Unanimously



e. Recommendation Concerning Commercial Sign Grant Funding for 3733 West Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify 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 Sign Grant Funding Agreement for the property located at 3733 West Navy Boulevard:

A. Approving the Commercial Sign Funding Agreement between Escambia County CRA and Yvonne Z. Walker, owner of commercial property located at 3733 West Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, 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 installing a new wall sign and a free standing sign; and

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

**Vote:** 3 - 0 - Unanimously

f. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 403 Southeast Syrcle Drive - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify 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 403 Southeast Syrcle Drive:

A. Approving the Residential Rehab Grant Funding and Lien Agreements between Escambia County CRA and Edna V. Thompson, owner of residential property located at 403 Southeast Syrcle Drive, Pensacola, Florida in the Warrington Redevelopment Area, each in the amount of \$1,317, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting 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.

**Vote:** 3 - 0 - Unanimously

g. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 303 Southeast Kalash Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify 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

and Lien Agreements for the property located at 303 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Funding and Lien Agreements between Escambia County CRA and Pamela Clyde, owner of residential property located at 303 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,405, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting 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.

**Vote:** 3 - 0 - Unanimously

### **III. Discussion/Information Items**

Adjournment.

**Vote:** 3 - 0 - Unanimously



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

**AI-2548**

**County Administrator's Report 12. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/17/2012

**Issue:** Amendment to Agreement with Warrington Volunteer Fire Department, Inc.

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Amendment #1 to the Agreement between Escambia County, Florida, and the Warrington Volunteer Fire Department, Inc. - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign Amendment #1 to the Agreement between Escambia County, Florida, and the Warrington Volunteer Fire Department, Inc. (WVFD), revising Sections III, IV, V, and IX of the initial Agreement entered into June 26, 1990, to address material changes in the County's structure regarding fire services and the resulting material changes to the WVFD's Articles of Incorporation and Bylaws.

**BACKGROUND:**

In its meeting held June 26, 1990, the Board authorized the Chairman to execute the non-financial agreement with the Warrington Volunteer Fire Department (WVFD) outlining responsibilities with respect to the Warrington Fire Station/Community Development Block Grant-funded project. The recommended First Amendment is to address material changes in the County's structure regarding fire services, specifically detailed in the Report on Escambia County Fire Services Unification, approved by the Board on September 25, 2008, and the resulting material changes to the WVFD's Articles of Incorporation and Bylaws, amended November 8, 2010. Specifically, revisions are recommended for sections III, IV, V, and IX. All other provisions of the Agreement of June 26, 1990, not in conflict with the Amendment, remain unchanged.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Ryan Ross approved the document as to form and legal sufficiency on May 7, 2012.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Agreements require approval by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Amendment #1 to Agreement w/WVFD

**AMENDMENT #1 TO THE AGREEMENT BETWEEN  
ESCAMBIA COUNTY, FLORIDA, AND THE  
WARRINGTON VOLUNTEER FIRE DEPARTMENT, INC.**

**THIS IS THE FIRST AMENDMENT TO THE AGREEMENT** (hereinafter "Agreement") entered into on the 26<sup>th</sup> day of June 1990, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County") and The Warrington Volunteer Fire Department, Inc., a Florida nonprofit corporation (hereinafter referred to as the "WVFD"), whose address is 20 North Navy Boulevard, Pensacola, Florida 32507, and whose Federal Identification Number is 23-7327003.

**WITNESSETH:**

**WHEREAS**, on June 26, 1990, the County entered into an Agreement with the WVFD for the provision of raising capital, and for the distribution of federal grant monies, for the construction of the Warrington Fire Station (hereinafter the "facility"); and

**WHEREAS**, the County and the WVFD have agreed to revise sections III, IV, V, ~~VI, VII~~, and IX of the Agreement to address material changes in the County's structure regarding fire services, specifically detailed in the Report on Escambia County Fire Services Unification, approved by the Escambia County Board of County Commissioners on September 25, 2008, and the resulting material changes to the WVFD's Articles of Incorporation and Bylaws, amended November 8, 2010, since the original date of the Agreement; and

**WHEREAS**, as a result of said changes, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and the WVFD do hereby agree to amend the Agreement dated June 26, 1990, as follows:

1. The parties acknowledge and agree that the foregoing recitals are true and correct and incorporated herein by reference.
2. That Section III, paragraph 5, *County Responsibilities*, of the Agreement is amended to read as follows:

**SECTION III: County Responsibilities**

5. The County expressly agrees that the facility will be made available to the WVFD as a meeting place serving the Warrington community. The facility has been constructed on public property obtained by the WVFD, and this Agreement requires continued public use of the facility. Under this Agreement, "public use" shall include access to and use of the facility by the County's department of public safety and the Escambia County Unified Fire/Rescue Command for the provision of fire and rescue services. The County further expressly agrees that the facility will be made available, exclusively, to the WVFD for its monthly meetings on the first Tuesday of each month and for its annual meetings held on the first Monday after the first Tuesday in November of each year; the facility will also be made available, exclusively, to the WVFD on such other nights as needed, with one (1) week's written notice, so long as there are no conflicting previously-scheduled meetings or commitments for the facility.

3. That Section IV, paragraph 5, *VFD Responsibilities*, of the Agreement is amended to read as follows:

**SECTION IV: WVFD Responsibilities**

5. The WVFD shall grant full and complete access to the facility to the County for the purpose of fulfilling its mission of providing fire rescue services. The County, in its discretion, may authorize other department of public safety employees to use the WVFD's property, provided that such use does not interfere with the County's operation of the facility and ability to provide fire rescue services. The WVFD may raise capital and fund future fire equipment, and agrees to provide use of the building to the County in a manner consistent with County policies governing the use of County buildings. The County agrees to provide maintenance and repair services for the property and the fire station. The County may deploy employees from its facilities division, or other contract vendors as necessary, for maintenance and repair under this section. The County shall take reasonable measures to keep the property in good working condition and to prevent the property from falling into a state of ruin or disrepair.

4. That Section V, paragraphs 1 and 2, *Continuing Use and Reversion*, of the Agreement is amended to read as follows:

**SECTION V: Continuing Use and Reversion**

1. The County and the WVFD shall each develop a master list of all equipment and supplies that it owns and stores at the facility. Each list shall be attached to and incorporated into this Agreement as Exhibits "A" and "B," respectively. Each party shall amend its list as it purchases new equipment and supplies, or reallocates existing equipment and supplies for use elsewhere. Amendments to the lists shall be acknowledged and signed by the County Fire Chief and the President or Chair of the

WVFD. The WVFD may assist in funding equipment purchases, subject to the terms and conditions of this Agreement. The County agrees to maintain all equipment and supplies located at the facility in a clean, ready, and functional condition.

2. The facility shall be continuously used for the express purpose of providing fire protection services for the residents of the Warrington community. In the event that, during the course of this Agreement, the WVFD shall be dissolved and no longer operate for the purposes and in the manner described in this Agreement, for any consecutive period exceeding twelve (12) months, and due to circumstances within its control, the facility will revert to the County for appropriate public use. Furthermore, upon such termination, if the County has expended any MSBU or other County revenues for the maintenance, repair, or certification of any equipment or supplies kept at the facility, the County shall have the right to purchase such equipment or supplies at fair market value.

5. That Section IX, *Hold Harmless Provision*, of the Agreement is amended to read as follows:

**SECTION IX: Hold Harmless Provision**

The WVFD shall act as a social, charitable, and benevolent organization, and not as an employee of the County, in operating the facility. The WVFD shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages arising from its social, charitable, benevolent, and fund-raising activities for and at the facility as contemplated by and during the course of this Agreement, to the extent allowable under the law. The County agrees to include the WVFD as an Insured Entity under its general liability insurance policies purchased for volunteer fire departments under the Escambia County Unified Fire Services Plan.

6. That the parties hereto hereby agree that all other provisions of the Agreement of June 26, 1990, that are not in conflict with the provisions of this First Amendment, shall remain in full force and effect.

7. That the effective date of this First Amendment shall be on the last date executed by the parties hereto.

8. That this Agreement, and any amendments hereto, shall be governed by and construed in accordance with the laws of the State of Florida; the parties further stipulate that venue for any state or federal court action, or any other proceeding

relating to any matter which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, through its Board of County Commissioners, signing by and through its duly authorized ~~County Board~~ <sup>Chairman</sup> Administrator, authorized to execute same by Board action on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and The Warrington Volunteer Fire Department, Incorporated, by and through its President.

**COUNTY:**

Board of County Commissioners  
Escambia County, Florida

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

(SEAL) \_\_\_\_\_  
Deputy Clerk Date

BCC Approved: \_\_\_\_\_

\_\_\_\_\_  
Chairman Date  
Wilson B. Robertson

This document approved as to form and legal sufficiency

By [Signature]  
Title ASST. COUNTY ATTORNEY  
Date MAY 7, 2012

**AGENCY:**

The Warrington Volunteer Fire Department, Incorporated

ATTEST:  
[Signature] 5/1/12  
Corporate Secretary Date

[Signature] 5-1-12  
Charles Virgin, President Date





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

**AI-2571**

**County Administrator's Report 12. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/17/2012

**Issue:** Public Hearing Request - Longleaf C&D Disposal Facility Permit Renewal

**From:** Patrick T. Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Longleaf C&D Disposal Facility - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for June 7, 2012, at 9:03 a.m., for consideration of the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

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

**BACKGROUND:**

An application to renew a permit to operate in Escambia County was submitted to the Solid Waste Management Department by Waste Management, Inc., d/b/a Longleaf C&D Disposal Facility. This company has applied for a renewal of their permit to construct and operate a construction and demolition debris disposal facility.

The Escambia Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

**BUDGETARY IMPACT:**

A Solid Waste Management Permit Application Fee of \$1,000.00 has been deposited into the Fund 401, Solid Waste, Account Number 343402.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed the application for form and accuracy by legal signoff.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

**IMPLEMENTATION/COORDINATION:**

Solid Waste Management will coordinate the advertising of the Public Hearing in the Pensacola News Journal. Following approval of the request, a Permit shall be issued and distributed accordingly.

---

**Attachments**

Permit Renewal Form Lgl Stamp

Letter of Request

Application 2012



## **Solid Waste Management Department**

**13009 Beulah Road  
Cantonment, FL 32533  
Phone: 850.937.2160**

**Patrick T. Johnson, Department Director**

### **Permit to Construct and/or Operate a Construction and Demolition Debris Facility**

<b>Permittee:</b>	<b>Waste Management, Inc.</b>
<b>Facility Name:</b>	<b>Longleaf C&amp;D Disposal Facility</b>
<b>Facility Type:</b>	<b>In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004</b>
<b>File Number:</b>	<b>2006-04-001CDD</b>
<b>Original Date of Issue:</b>	<b>April 26, 2006</b>
<b>Renewal Date:</b>	<b>June 7, 2012</b>
<b>Expiration Date:</b>	<b>June 6, 2013</b>
<b>Development Review #:</b>	<b>41-1S-30-1000-000-000</b>
<b>Date:</b>	<b>05/30/2001</b>
<b>Total Acreage of Facility:</b>	<b>40 Acres</b>
<b>Total Area Licensed for Disposal:</b>	<b>40 Acres</b>

---

This permit is issued under the provision of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To construct and operate a Construction and Demolition Debris disposal facility located on a 40-acre site on Longleaf Drive east of SR297 in Escambia County Florida. Operation of the facility shall be in accordance with the permit renewal application received on May 1, 2012, and the general and specific conditions required in this permit.

### **General Permit Conditions – All Facilities**

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittee is hereby placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
  - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
  - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
  - c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance, and
  - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director  
Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [Pat\\_Johnson@co.escambia.fl.us](mailto:Pat_Johnson@co.escambia.fl.us)

Copy to:

Doyle O. Butler  
Engineering Project Coordinator  
Department of Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [DOBUTLER@co.escambia.fl.us](mailto:DOBUTLER@co.escambia.fl.us)

## **Specific Permit Conditions – Infill Facilities**

### **1. Facility Setback.**

Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).

### **2. Aerial and Vertical Height.**

Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).

### **3. Fencing and Access Control.**

Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).

### **4. Cover Material and Application**

Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).

### **5. Operational Hours**

Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4<sup>th</sup>. Section 82.227. (3)(e).

### **6. Volume Reduction**

Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).

### **7. Dust Suppression.**

Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).

### **8. Nuisance**

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

- 9. Queuing**  
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).
- 10. Commercial General Liability Coverage**  
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.
- 11. Litter, Sediment and Traffic Control; Road Maintenance.**  
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.
- Longleaf Drive and Kemp Road, .5 miles either side of facility entrance.
- 12. Abatement Procedures**  
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
- 13. Required Reports**  
Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
- 14. Permit Renewals**  
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 2006-04-001CDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160  
Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

This document approved as to form  
and legal sufficiency.

By: \_\_\_\_\_  
Title: ASST. COUNTY ATTORNEY  
Date: MAY 4, 2012

BCC Approved: \_\_\_\_\_

BCC Authorization Date: \_\_\_\_\_

Permit Issue Date: June 07, 2012

Permit Expiration Date: June 06, 2013

Issuing Officer: Patrick T. Johnson  
Department Director, Solid Waste Management

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_





**LONGLEAF C & D DISPOSAL FACILITY**

2023 Longleaf Drive  
Pensacola, Florida 32505

May 1, 2012

Mr. Patrick T. Johnson  
Director – Solid Waste Management  
Escambia County Florida  
13009 Beulah Road  
Cantonment, FL 32533-8831

**RE:    Permit Renewal Application  
      Longleaf C&D Disposal Facility  
      Permit No: 2006-4-001CDD**

Dear Mr. Johnson:

Enclosed, please find one (1) original of the Permit Renewal Application for the Longleaf C&D Disposal Facility. The following supporting documentation is also submitted:

- Operations Plan (revised August-2011; Approved by FDEP November-2011)
- Site Plan (revised to reflect January-2012 aerial survey)

A check for the permit renewal fee will be submitted under separate cover.

We appreciate your assistance with the design and operation of this facility. If you have any questions concerning this submittal, please contact me at (850) 623-4302.

Sincerely,

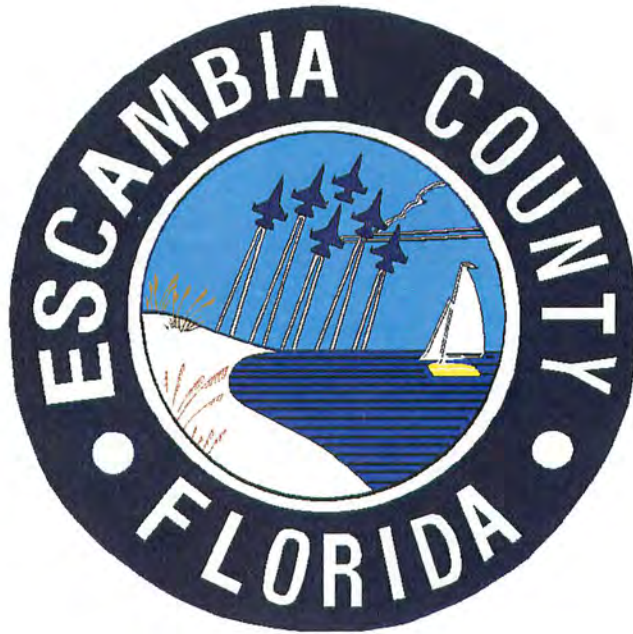
A handwritten signature in blue ink that reads 'Pam LaCourse'.

Pam LaCourse  
District Manager

**RECEIVED**  
**MAY - 1 2012**  
**SOLID WASTE**  
**MANAGEMENT**

cc:       Brian Dolihite, WM  
          Eric Parker, WM

*From everyday collection to environmental protection, Think Green® Think Waste Management.*



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,  
OPERATE, MODIFY OR CLOSE A  
CONSTRUCTION AND DEMOLITION DEBRIS  
OR LAND CLEARING DISPOSAL  
MANAGEMENT FACILITY

April 13, 2006

**Escambia County  
Department of Solid Waste Management  
APPLICATION FOR A PERMIT TO CONSTRUCT,  
OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY**

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- Regional
- Rural
- Infill
- Transfer
- Land Clearing Debris (LCD)

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- New
- Renewal
- Substantial Modification
- Intermediate Modification
- Minor Modification

4. Facility name: Longleaf C&D Disposal Facility

5. ID Number: 2006-4-001CDD

6. Facility location (main entrance): 2023 Longleaf Drive

Pensacola, FL 32505

7. Location coordinates:

Section: 41 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 4 " Longitude: 87 ° 17 ' 0 "

8. Applicant name (operating authority): Longleaf C&D Disposal Facility, Inc.

Mailing address: 2023 Longleaf Drive, Pensacola, FL 32505

Street or P.O. Box City County Zip

Contact person: Pam LaCourse Telephone: (850) 623-4302

Title: District Manager Email: placours@wm.com

9. Authorized agent/consultant: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Street or P.O. Box City County Zip

Contact person: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

10. Landowner (if different than applicant): \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Street or P. O. Box City County Zip

Contact person: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

11. Date site will be ready to be inspected for completion: \_\_\_\_\_

12. Expected life of the facility: 28 years

13. Estimated costs:

Total Construction: \$ 492,000 Closing Costs: \$ 836,345.50

14. Anticipated construction starting and completion dates:

From: May 2006 To: December 2040

15. Expected volume or weight of waste to be received: 200 yds<sup>3</sup>/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

See documentation provided with original permit application.

See documentation provided with original permit application.

See documentation provided with original permit application.

See documentation provided with original permit application.

2. Facility site supervisor: Pam LaCourse

Title: District Manager

Telephone: (850) 623-4302

Email: placours@wm.com

3. Disposal area: Total 27.2 acres; Used 9.3 acres; Available 17.9 acres

4. Security to prevent unauthorized use:  Yes  No

5. Charge for waste received: varies \$/yds<sup>3</sup> \_\_\_\_\_ \$/ton

6. Surrounding land use, zoning:

Residential

Industrial

Agricultural

None

Commercial

Other Describe: \_\_\_\_\_

7. Types of waste received:

C & D debris

Land Clearing Debris

8. Attendant:  Yes  No Trained operator:  Yes  No

9. Spotters:  Yes  No Number of spotters used: 1

10. Site located in:  Floodplain  Wetlands  Other N/A

11. Property recorded as a Disposal Site in County Land Records:  Yes  
 No

12. Days of operation: Mon-Sat

13. Hours of operation: 7 AM TO 5 PM

14. Days Working Face covered: Weekly

15. Elevation of water table: 55-62 Ft. (NGVD 1929)

16. Storm Water:

Collected:  Yes  No

Type of treatment: Detention/Infiltration

Name and Class of receiving water: No Discharge

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

No  Yes

Date: May 30, 2001

Project Number: \_\_\_\_\_

19. Development Order issued.

No  Yes

Date: May 30, 2001

C. **CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER**

1. Applicant:

The undersigned applicant or authorized representative of Longleaf C&D Disposal Facility is aware that statements made in this form and attached information are an application for a Construct/Operate C&D Disposal Facility Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

  
Signature of Applicant or Agent

David Myhan, Area VP  
Name and Title (please type)

dmyhan@wm.com  
E-mail address (if available)

2023 Longleaf Drive  
Mailing Address

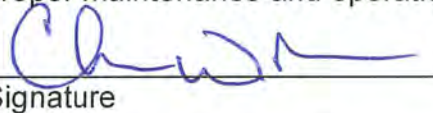
Pensacola, FL 32505  
City, State, Zip Code

( 601 ) 790-6115  
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

  
Signature

Chanc W. Moore, P.E.  
Name and Title (please type)

67878  
Florida Registration Number  
(Please affix seal)

240 Heritage Walk, Suite 103  
Mailing Address

Woodstock, Ga 30188  
City, State, Zip Code

cwmoore@terracon.com  
Email Address (if applicable)

(770) 924-9799  
Telephone Number

4/30/2012  
Date



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

**AI-2579**

**County Administrator's Report 12. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/17/2012

**Issue:** Reappointments to Workforce Escarosa, Inc. Board of Directors

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Reappointments to the Workforce Escarosa, Inc. Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding reappointments to the Workforce Escarosa Board of Directors:

A. Confirm the reappointment of Scott C. Ginnetti, Director of People Development and Baptist University, Baptist Health Care, to the Workforce Escarosa Board of Directors as a private sector representative for a three-year term, per the end date of his previous appointment, effective July 10, 2012, through July 9, 2015;

B. Confirm the reappointment of Bill Lawson, Director of Fleet and Family Support Center, NAS Whiting Field, to the Workforce Escarosa Board of Directors as veterans representative for a three-year term, per the end date of his previous appointment, effective July 10, 2012, through July 9, 2015; and

C. Confirm the reappointment of Van E. Mansker, Regional Human Resource Director (Retired), Lowe's Home Improvement Company, to the Workforce Escarosa Board of Directors as a private sector representative for a three-year term, per the end date of his previous appointment, effective July 10, 2012, through July 9, 2015.

**BACKGROUND:**

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

**BUDGETARY IMPACT:**

N/A



**LEGAL CONSIDERATIONS/SIGN-OFF:**

Appointments to this Board of Directors are made in accordance with state and federal legislation.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, these appointments shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on these appointments.

---


**Attachments**

Reappointment Info and Resumes for Scott Ginnetti, Bill Lawson and Van Mansker



**MEMORANDUM**

**TO:** Marilyn Wesley  
Escambia Board of County Commissioners

**FROM:** Susan Nelms   
Executive Director

**DATE:** May 1, 2012

**RE:** Workforce Escarosa, Inc. Board of Directors Membership

The below private sector individuals are currently serving on the Workforce Escarosa Board of Directors with appointment terms ending on July 9, 2012. I am requesting that you submit their names for reappointment to the Board for three year terms.

- Van Mansker – Lowe’s Home Improvement, Retired  
Mr. Mansker was unable to actively participate on the board for several months of his appointment due to surgery and rehabilitation on his knee. He is now active on the Board serving as Chairperson of the Career Council.
- Scott Ginnetti – Baptist Health Care  
Mr. Ginnetti currently services as Vice Chair of the Board; slated to become the Chair upon the end of Jay Overman’s term.

Also, Mr. Lawson, below, is a required partner on the Board, and his term will end July 9, 2012. I am requesting that you submit his name for reappointment to the Board for a three year term. Both Escambia and Santa Rosa County Commissioners must reappoint Mr. Lawson, as this is a required position.

- Bill Lawson – NAS Whiting Field Fleet and Family Support , Veterans Representative

As always, thanks for your assistance with the above.

/js

**Attachments**

Regional Workforce Board  
9111 Sturdevant Street  
Pensacola, FL 32514  
Phone: (850) 473-0939  
Fax: (850) 473-0935

Pensacola Center  
3670-A North "L" Street  
Pensacola, FL 32505-5217  
Phone: (850) 607-8700  
Fax: (850) 607-8849

Milton Center  
5725 Highway 90  
Milton, FL 32583  
Phone: (850) 983-5325  
Fax: (850) 983-5330

Century Center  
8120 N. Century Blvd.  
Century, FL 32535  
Phone: (850) 256-6259  
Fax: (850) 256-6266

[www.workforceescarosa.com](http://www.workforceescarosa.com)

## **Resume of Qualifications**

For

# **Van E. Mansker**

5131 Chandelle Drive  
Pensacola, Florida 32507  
Phone: 850/492-2828  
Cell: 972/351-4476

E-Mail: [VANMANSKER@BELLSOUTH.NET](mailto:VANMANSKER@BELLSOUTH.NET)

---

**SUMMARY OF QUALIFICATIONS**

---

Diversified business professional with 30 years combined experience in:

- Human Resource Generalist Functions
- Multi-Unit Operations (company owned, franchise & licensee)
- Oil & Gas Accounting

My strengths are leadership, management, training and development, community relations and fostering teamwork. Have outstanding interpersonal skills, completely detailed and results orientated. Organized and priority driven. Repeatedly recognized for taking and turning around markets, that were risk taking career challenges.

---

**PROFESSIONAL EXPERIENCE**

---

1999 – Present

**REGIONAL HUMAN RESOURCE DIRECTOR**

**Lowe's Home Improvement Co.**

- Responsible for leading and directing Human Resource policies and procedures, 4 direct reports (Area HR mgrs), 65 indirect HR managers and 65 + stores @ 10,000 associates.
- Prior to 2002 (due to additional regional staffing and company realignments) 2-region responsibilities, 5 direct reports (5 Area Human Resource Managers), over 120 stores, 8 states and @10,000 employees.
- A strong business partner to the Regional Vice President of Operations and Regional Staff members.
- Planning, organizing, and developing strategies/programs using strategic planning processes to increase Human Resource value to the operators to deliver best practices.
- Have been active in minority community affairs on a civic, city and state level, to demonstrate our corporate diversity initiatives.
- Other responsibilities: directing employee relations, leadership training, manpower planning, recruiting, diversity awareness, and people/organizational development.

1994 – 1999

**DISTRICT HUMAN RESOURCE MANAGER**

**Service Merchandise Corp., Nashville, TN**

- Responsible for Human Resource functions in 26 stores, over 1200 associates, in a 4 state area.
- Very successful in associate relations through insuring the open door policy, recruiting, staffing, training, and people development.
- Being an advocate of diversity, Title VII law, health & welfare benefits, ADA and compensation practices, EEOC and workers compensation claims were low.
- Working with business partners, together with stand up training have created excellent communications, teamwork, high morale, trust and strong job knowledge.
- Have attended many and various Human Resource interpersonal skill seminars and am an avid reader of self-development materials.

# Van E. Mansker (con't)

---

1989 – 1994

## **REGIONAL DIRECTOR OF OPERATIONS**

### **Mrs. Field's, Inc., Salt Lake City, UT**

- Responsible for multi-state operations of 8 districts, 13 states and 85 plus stores (company owned, franchised and licensed).
- Successful in operations through achieving goals in sales, marketing, merchandising, customer service, P&L analysis, budgeting and new store openings.
- Was responsible for Human Resource Generalist functions, management development, team building and various product development task force assignments.
- Turned around high margin/high profit inner-city stores and markets from the East Coast, Midwest and the South.

1987 – 1989

## **CORPORATE AREA SUPERVISOR**

### **Domino's Pizza, Ann Arbor, MI**

- Responsible for multi-unit operations of corporate stores.
- Was successful in all functions: sales, marketing, budgets, P&L analysis, merchandising, recruitment, training, team building, management development and store operations.

1985 – 1987

## **OPERATIONS SPECIALISTS**

### **McDonald's Corporation, South Bend, IN**

- Responsible for new store openings, management development, store operations, merchandising, recruitment and training.

1981 – 1985

## **EMPLOYMENT SPECIALIST**

### **Parker 900 Personnel Services, Chicago, IL**

- Duties included cold calling, sourcing, marketing, negotiating contracts and interviewing.

1968 – 1981

## **ACCOUNTING ASSOCIATE**

### **National Gas Pipeline Co. of America, Lombard, IL**

- Disbursements Department and Oil & Gas Accounting departments.
- Responsibilities included invoice audits, payables, receivables, general ledger balancing, exchange and transport agreements, gas purchases/sales/royalties/storage and budget forecasting analysis.

---

## **EDUCATION**

---

1985 - 1986

University of the State of New York – Hotel / Restaurant Management

1982

Statistical Tabulating – Computer Programming

1967 – 1972

Western Illinois University & Depaul University

Major – Personnel Administration

Minor – Business Administration

# SCOTT C. GINETTI

2415 N. 15<sup>th</sup> Avenue  
Pensacola, FL 32503  
Home: (850) 291-2737

Work: (850) 469-7560  
Cell: (850) 291-2737  
Email: sginnetti@cox.net

## OBJECTIVE

To be a C-Level leader in a world-class organization that takes the learning and development organization to the next level by focusing on improving human performance through strategic planning and needs analysis', on-going training and development processes, consultation, coaching, collaboration, benchmarking, performance/talent management and process improvement

## RELEVANT WORK EXPERIENCE OVERVIEW

- **Leadership**  
Peer and management coaching/mentoring, facilitation, team building, assimilation processes, succession planning, performance management, budgeting/strategic planning, managing engagement/attitudinal survey processes, metrics reporting, 360 review processes, request for proposals (RFPs)/reverse auctions
- **Instructional Design**  
Project planning, needs analysis, instructional design and development, competency/curricula development, implementation of classes/curricula/processes, evaluation, instructor-led/web-based/self-paced instruction, script writing/video production, materials production/procurement/inventory management
- **Change Management, Project Management, Process Development/Management/Improvement**  
Certified GE/Home Depot CAP (Change Acceleration Process) Coach and Facilitator, Project/Process Leader, data and process analysis, benchmarking, Six Sigma process development/improvement, leadership/management consulting, small and large group facilitation, creation of high-quality presentations and reports for the purposes of education and strategic planning
- **International Experience**  
International training design and development for countries/territories such as Puerto Rico, Canada, Mexico, and Argentina, managed international translation vendor relationships, designed and indirectly managed international learning teams, managed a multi-million dollar learning translation process

## WORK EXPERIENCE

### Director, People Development & Baptist University

*Baptist Health Care, Pensacola, FL (June 2005 - Present)*

- Provide expertise in strategy development and execution, planning, facilitation, talent management/planning
- Design and direct the needs assessment for training and staff development to enhance the effectiveness of employee performance in achieving the goals and objectives of the organization
- Identify/incorporate best practices and lessons learned into learning processes and programs
- Guide managers and employees on problem solving, conflict resolution and team building
- Collect and disseminate information on available training sources, methods, costs, and program evaluation, and establish and maintain relationships with training partners
- Partner with the HR team and department leaders to develop core competencies, performance management improvements, and career advancement strategies
- Responsible for continually building the company's stock of human capital and encouraging employee development, while measuring organizational performance to gauge learning success and determine needs
- Develop courses appropriate for e-learning and assists LMS team with curriculum delivery and tracking

### Accomplishments:

- Assumed sole responsibility of our corporate university
- Lead several teams and many process improvement efforts that allowed Baptist Health Care to be recognized as an ASTD Best organization in 2007 and improve our rank in the Training Top 125 from 80 to 76 (the third best health care organization on the list and ranked for seven years in a row)
- Formed an Advisory Team to create efficiencies in the consistency of our learning processes to ensure they are aligned and deployed efficiently across the organization
- Brokered a cost-savings relationship with an employee survey vendor that saved the company money and allowed for more products and services related to executive coaching and surveying employee engagement/morale
- Developed and implemented *Quest*, a new leader orientation program, focused on preparing new supervisors and managers for their new leadership roles, which reduced new leader ramp-up time from six months to two months
- Took control of the recruiting/hiring/staffing and HRIS teams, and was responsible for leading the implementation of the first online application in addition to launching a third party staffing partnership

### **Supervisor of Learning Delivery/Implementation**

*The Home Depot, Atlanta, GA (May 2002 – June 2005)*

- Act as a Change Agent for Learning and HR by consulting with and coaching leaders in other functional groups to ensure change management processes and tools are properly executed; coach leaders on how to successfully implement change within the organization
- Manage the execution of three sub-processes within the Learning Organization: Delivery/Implementation, Materials Production & Procurement, and Translation, all of which are linked to the Learning Organization's core Instructional Design Process
- Create delivery processes and tools to aid in the development and execution of successful implementation strategies throughout the instructional design process, and manage or assist in the implementation of major classes, learning events, systems deployments, and projects
- Use systematic problem solving methods to dissect and resolve complex process challenges
- Supervise and coach two direct reports on the Translation Team and indirectly manage multiple cross-functional teams/projects; directly work with and consult all levels of management, including line managers, directors, VPs, and Executive VPs

#### **Accomplishments:**

- Created a strategic budgeting and forecasting plan of over \$4.5 million dollars for the translation of Learning materials and \$37 million dollars for materials production, both of which created awareness at the executive leadership level to focus on process improvement and cost reduction
- Assisted senior management in the design and facilitation of the Store Manager Council, a representative body established by Bob Nardelli, (CEO of The Home Depot), to help foster communication and change between the executive leadership team and Store Managers
- Managed the implementation of the "20/20 v6.1" kitchen design system upgrade and corresponding training, which required the deployment of technical equipment to 60 training locations, and the establishment of a dashboard system of reporting that allowed the project team and senior leadership to monitor and evaluate the progress and success of the project
- Directed the reconstruction, re-branding, and implementation of the "Before the Apron" curriculum, a partner program with New Hire Orientation that is used to train approximately 260,000+ new hire associates in fiscal year 2004, and would be used to train 270,000+ in 2005
- Managed the research and piloting of distance learning and foreign language training at The Home Depot, in addition to creating the cost benefit analyses for the executive team

### **eLearning Instructional Designer**

*The Home Depot, Atlanta, GA (November 2001 – May 2002)*

- Consulted with other Instructional Designers and subject matter experts to plan, analyze, design, and develop eLearning solutions to fulfill business requirements
- Developed classes using a detailed instructional design process, involving tools such as objectives tables, course design documents, and storyboards
- Partnered with Media Production and Information Services Associates to create media-rich eLearning classes/modules

#### **Accomplishments:**

- Assisted in the creation of The Home Depot's first media-rich, award-winning, simulation-based Point of Sale course, which is currently used to train all U.S. and Canadian Home Depot Cashiers

### **Operations Training Specialist**

*The Home Depot, Atlanta, GA (July 1999 – November 2001)*

- Consulted with managers and executives to determine the return on investment for recommended training programs, and used a detailed needs analysis process to recommend learning solutions that best fit the end-users' and the organization's needs
- Worked with key business leaders to determine core competencies, suggested organizational changes to achieve newly established competencies, and designed the appropriate corresponding curricula
- Designed creative training solutions that incorporate adult learning principals

#### **Accomplishments:**

- Created classes, using the Instructional Design process, for more than 30 enterprise-wide initiatives including the rollout of a new Returns Policy and Gift Card program, the implementation of the Professional (Pro) Business Desk/Team, and the creation of a safety class which produced a savings of \$300,000 within the first month of implementation
- Created multiple curricula and supporting materials for the Professional Customer/General Contractor Business model implemented at all Home Depot stores

## **EDUCATION**

**Bachelor of Arts, Education, 1998**

American University, Washington, D.C.

*Recipient of 1998 Maryland Association of Teachers Education Award for outstanding new teacher performance in the Maryland/D.C. metro area*

## **CERTIFICATIONS/TRAINING**

- Myers-Briggs Certified Examiner
- CAP (Change Acceleration Process) Certified Instructor; CAP is a process used by General Electric and The Home Depot to facilitate change within their organizations
- Started Six Sigma Greenbelt training while employed at The Home Depot (stopped due to leaving the organization)
- Langevin Computer-based Training Certification
- Graduate of Dale Carnegie Human Relations Program
- Former state certified teacher

## **PROFESSIONAL ASSOCIATIONS**

- President of the local Pensacola ASTD American Society for Training and Development (formerly the President-Elect, prior to that was the Treasurer); local and National Member for 10 years
- Participating Member, National Institute for Health Care Leadership, a consortium of Learning Leaders within health care, who benchmark and learn from one another for the purpose of improving learning within their organizations

## **SOFTWARE/SKILLS**

- **Project Management:** Microsoft Project
- **Office Productivity:** Lawson, Mac, DOS, Windows, MS Word, PowerPoint, Excel, Access, Visio, Outlook, eRoom, Lotus Notes, Quickplace, Sametime, Adobe Framemaker, Adobe Acrobat full-version (reader, distiller, writer), FTP software, Hijack Pro, Snag It, WebEx Distance Learning/Meeting Center programs, NetLearning
- **Other:** Possess excellent written, verbal, interpersonal, leadership and facilitation skills; highly-qualified at producing high-impact presentations; excel in a fast-paced/varied work environment

*References available upon request*



**WORKFORCE ESCAROSA, INC.  
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply):  Small Business (less than 500 employees)  
 Minority Owned

Name: Bill Lawson  
Business Name: NASWF FEESC  
Address: 7511 USS Enterprise St.  
Milton, FL 32570

Title: Director, Fleet and Family Support Programs, NAS Whiting Field  
Phone No.: 850.623.7177  
FAX No.: 850.623.7735  
E-Mail Address: billy.g.lawson@Navy.mil  
Cell Phone No.: 850.516.8641

Home Address: 6156 Jays Way  
Milton, FL 32570

**MEMBERSHIP DEMOGRAPHICS (for reporting purposes)**

<b>GENDER:</b> <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<b>RACE:</b> <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	<b>VETERAN:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>AGE:</b> <input checked="" type="checkbox"/> < 55 <input type="checkbox"/> 55 OR >	<b>DISABLED:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--	---	---	--

Community Organization Memberships

EscaRosa Coalition on Homeless (ECON) SAFER Santa Rosa, SRC  
Family Law Advisory Group (FLAG) Florida Inter Service  
Family Assistance Council, International Critical Incident  
Stress Foundation (ICISF)

Board Memberships

Santa Rosa CEO RoundTable  
(Former Board member ECON)

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

I have dedicated the past 18 years to helping veterans and military families in addition to Active Duty members leaving the military and hope my involvement in Workforce Escarosa will help further that cause. I am excited about giving back to the community.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?

Yes  No

Please return this form along with your resume' to:

Pensacola Bay Area Chamber of Commerce  
P.O. Box 550  
Pensacola, FL 32593-0050  
Phone No.: 438-4081  
FAX No.: 438-6369

Bill Lawson  
Fleet & Family Support Programs  
7511 USS Enterprise St., Bldg 3025  
NAS Whiting Field  
Milton, FL 32570

Phone: (850) 623-7177  
Email: billy.g.lawson@navy.mil

Experience:

Mar 2008 – Present: Director, Fleet and Family Support Center, NAS Whiting Field, FL  
Family Advocacy Officer, Oversee activities of four Masters level clinical counselors and 8  
Work and Family Life Consultants in addition to duties listed below.

Jan 2006 – Mar 2008: Director / Flight Commander, Airman & Family Readiness Center  
Hurlburt Field FL

-Manage and oversee full spectrum of “quality of life” and family support activities in the  
Hurlburt Field military community. Serve as primary advisor to base leadership on community  
and family readiness issues. Establish Emergency Family Assistance Center during disaster  
response and recovery, safe-haven operations and other times of need. Manage teams  
responsible for providing core programs: Mobility and Deployment Assistance; Information and  
Referral; Relocation Assistance; Personal Financial Management; Employment Assistance;  
Outreach; Family Life Education; Crisis Assistance; Volunteer Coordination. Organized military  
and community job fairs, worked closely with Workforce Development Boards and area  
employers to develop employment opportunities. Collaborated with Jobs Plus, Educators, DoD  
and DoL to establish Career Advancement Accounts (CAA), a pilot program funding education  
and training opportunities for military spouses at 18 installations which has now been  
implemented DoD wide.

Mar 2003 – Jan 2006: Director of Family Support, Incirlik Air Base, Turkey

- Directed all Family Support activities at Incirlik Air Base Turkey and four Geographically  
Separated Units (GSU's). Managed the team providing educational, preventive and crisis  
intervention programs to approximately 5000 military, civilian and dependent personnel residing  
in Turkey. Served as principal advisor to commanders on family and morale issues. Worked  
closely with base support agencies and leadership at all levels to implement strategies, improve  
communications, implement training programs and materials, manage teams, establish and  
execute policies. Member or Chair of Family Maltreatment Case Management Team (FMCMT),  
Family Advocacy Committee (FAC), Integrated Delivery System(IDS), Community Action  
Information Board (CAIB), Critical Incident Stress Management Team(CIST), Victim  
Assistance Team (VAT), and Sexual Assault Response Team (SART). Recruit, train, motivate  
and supervise volunteers and volunteer managers. Spearheaded teams to develop policy, plans,  
programs and activities based on community needs assessment. As Community Action  
Information Board (CAIB) Executive Director, provided primary oversight and coordination of  
all US Forces helping agency activities in Turkey. Worked closely with US Consulate to  
coordinate immigration and employment issues. Selected by Headquarters United States Air  
Forces Europe and Department of State Bilateral Affairs Office to represent the US on a  
traveling team tasked with building cooperation and understanding between mid-level military  
leaders from Bosnia-Herzegovina, Serbia, Croatia, Bulgaria, Albania and Macedonia (Former  
Yugoslavia).

1992 – 2003: Family Support Program Manager, NATO AB Geilenkirchen; Brooks AFB, TX; Rhein Main AB Germany

- Served as Transition and Relocation Assistance Program Manager. Organized military and community job fairs, worked closely with Workforce Development Boards and area employers to develop employment opportunities. Served on the City of San Antonio NCAA Basketball “Final Four” activities planning committee and at national level on Board of Directors for International Association of Job Search Trainers (IAJST)

1989-1992: Veterans Outreach Center Work Study Intern / Full Time Graduate Student

-Conducted Post Traumatic Stress (PTSD) screening and assessment intake for new clients seeking assistance through the Center. Co-facilitated weekly group counseling sessions for veterans after long term VA hospital inpatient treatment. Discussed trauma, sexual assault, combat, family violence, parenting, relationships, HIV, family issues, chemical dependency and a wide variety of other sensitive topics. Provided training on basic PTSD symptoms and management strategies, support systems, improving self-esteem, anger and stress management, referral agencies and spirituality. Collaborated with staff psychologists and social workers to facilitate quality care and services. Worked closely with a variety of community agencies to coordinate services and continuity of care. American Red Cross, half-way houses, homeless shelters, Goodwill, Salvation Army, Chambers of Commerce, rehabilitation centers, medical facilities, law enforcement agencies and veteran service organizations.

#### Education:

♦Wright State University, Dayton OH

Major: Rehabilitation Counseling for the Severely Disabled

Minors: Family Counseling and Post Traumatic Stress

♦B. S. Vocational and Occupational Education, {With University Honors}

Southern Illinois University, Carbondale, IL

Major: Vocational Educational Studies      Minor: Special Problems In Industrial Education

♦A. S. Instructional Technology, Community College of the Air Force

♦A. A. S. Metal Working Technology, Community College of the Air Force

#### Training:

Community Capacity Training, Community Readiness Course (Air University, Maxwell AFB), TAP Managers Course (National Veterans Training Institute, University of Colorado), Civilian Personnel Management Course (OPM), Labor Negotiations, United Way Referral Officer Course, Behavioral Theories in Industry, Strengthening Families, International Critical Incident Stress Foundation (ICISF) World Congress’ on Stress, Trauma and Coping, Sexual Assault Response, Family Maltreatment Management Team, Contracting Officer Course.

#### Professional Activities:

International Critical Incident Stress Foundation (ICISF); Association of Job Search Trainers (AJST); County Education Office Roundtable; Florida Inter Service Family Assistance Council (FISFAC); Esca-Rosa Coalition on Homeless (ECOH)

#### Personal:

Retired from US Air Force 1989; Peggie Lawson - Wife of 33 years, retired from US Air Force 1999; Three children - Aaron, Evan and Amy (all grown); Three Grandchildren; Peggie has worked civil service since 2000. She is currently employed with the Joint Special Operations University (JSOU) on Hurlburt Field.



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

**AI-2421**

**County Administrator's Report 12. 7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/17/2012

**Issue:** Northwest Florida Big Bend Health Council Reappointments

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

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Reappointments to the Northwest Florida Big Bend Health Council - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning reappointments to the Northwest Florida Big Bend Health Council, as requested by R. Michael Hill, Executive Director:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint the following three members to another two-year term, effective October 1, 2010, through September 30, 2012:

1. Denise Adams (Provider)
2. Dr. John Lanza (Provider);and
3. Vivian Krumel, RN, (Purchaser); and

B. Reappoint Hong Dang, MBA, MA, Strategic Planning Manager, Baptist Health Care (Purchaser) for a two-year term, effective October 1, 2010, through September 30, 2012;

C. Reappoint Don Turner, Executive Director, Escambia Community Clinics, Inc., (Consumer) for another two-year term, effective October 1, 2010, through September 30, 2012; and

D. Accept, for the Board's Record, the resignation of Dr. Marshall W. McLeod (Consumer), effective August 10, 2009. (Currently, a recommendation has not been made to fill Dr. McLeod's position.)

**BACKGROUND:**

In a letter dated October 25, 2011, Mr. R. Michael Hill, Executive Director, Northwest Florida Big Bend Health Council, requested that the Board of County Commissioners reappoint the individuals listed above. Each of the individuals has expressed a desire and willingness to serve on the Council. Existing file copies of their resumes are attached for your review.

Staff has made numerous attempts via telephone/email to to contact Mr. Hill's office concerning the expiration of the terms of the Board of County Commissioners' appointees. Recently, Mr. Hill's Assistant provided an electronic copy of the letter dated October 25, 2011, mentioned above. There was no record of County Administration receiving that letter.

**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**

Mike Hill Letter

Resumes-Resignation Letter



Gene Valentino, Chairman  
Escambia County Commission  
221 Palafox Place  
Pensacola, Florida 32502

October 25, 2011

Dear Chairman Valentino:

By law, the Northwest Florida health Council was established to assist the state and county governments in planning for health facilities and services. Additionally, councils serve as a health data repository and provide assistance to communities seeking improved health care for their citizens.

The state's eleven health planning districts are each required to organize a health council to assist in the planning process. Each council is comprised of members 18 years of age or older appointed by the county commissions in each district. Council members represent health services providers, health care purchasers, health services consumers, and the elderly.

Escambia County is represented on the Council by six commission appointees who serve a term of two years. The term begins on October 1 of the appointment year. Council members may be re-appointed to serve additional terms pursuant to county commission policy.

The following appointees term expired; September 30, 2010.

Denise Adams	Dr. John Lanza	Vivian Krumel
Hong Dang	Don Turner	

Denise Adams, Dr. John Lanza, Vivian Krumel, Hong Dang, and Don Turner have expressed a desire to be re-appointed and it is the Council's request that they be re-appointed for another term. The Council also requests that the re-appointments be retroactive to reflect September 30, 2010 as the date the re-appointment is effective.

It is requested that the Escambia County Commission concur in my recommendation and grant my request. Please inform me of the Commission's decision as soon as possible. If you wish to discuss the matter with me, I can be reached at (850) 872-4128.

Sincerely,

R. Michael Hill  
Executive Director

## DENISE ADAMS

3053 Blue Star Ave. • Pensacola, FL 32514 • dennie4u@bellsouth.net  
850-501-0189 (cell) • 850-494-9806 (home) • 850-416-7041 (work)

---

### **SACRED HEART HOSPITAL, PLANNING, RESEARCH ANALYST** *Strategic Planning / Market Research Analyst / Healthcare Liaison*

Focused and stable, planning analyst with a 25 year record of healthcare system hands-on involvement in decision-making via presentations and trend analyses demonstrated by success in providing successful strategies in highly competitive markets. Able to keep constant attention and reach goals during high stress projects and performance deadlines. Concentrates in building new business, securing customer loyalty and forging strong relationships with internal and external healthcare partners.

---

### **PROFESSIONAL EXPERIENCE**

---

#### **Planning, Research Analyst, 1994 – CURRENT (12 years)** Sacred Heart Health System, Pensacola

The Research Analyst supports the Senior Vice President, Strategic Services and the Planning Manager with decision support information necessary for the development of strategic, business and project plans as well as special projects (historical utilization and outcomes reports and service line feasibility reports). The position provides general support for administrative functions of the department and maintains liaison with various health system departments, outside organizations and other entities (AHCA, FHA, AHA, JCAHO, and local health council). The position requires proficient knowledge of Microsoft products (Word, Excel, Powerpoint, Access, and Internet Explorer), internal software (AS400 and Client Access), and department specific software (Mapitude, MapInfo Professional, NRC's Patient Satisfaction, Press Ganey Patient Satisfaction, Solucent's The MarketPlanner Plus and Solucent's Polaris Suite) to accomplish the major presentation and reporting activities such as mapping and market trending. The Research Analyst must have an understanding of the healthcare industry, hospital finance and accounting and hospital utilization reporting. Responsible for notifying administration of proposed and current changes to healthcare law (C.O.N.) and the effect to the hospital system.

#### **Third Party Reimbursement Technician, 1981 – 1994 (13 years)** Sacred Heart Health System, Pensacola

The Third Party Reimbursement Technician assists the Director of Reimbursement and the Reimbursement Accountant with the deductions to revenue accounts. Specific responsibility of this position is to reconcile hospital Medicare settlement data to the Blue Cross intermediary's Remittance Advices (EOB's) and the yearly PS&R for the Cost Report. Other responsibilities for this position would be to monitor and report billing errors, review current and proposed reimbursement laws, assist/fill-in for Medicaid and HMO/PPO technician, special reports, and department-wide assistance on procedures and computer functions.

---

**EDUCATION & TRAINING**

---

**Accounting, (B.A.), In Process, Senior Status, University of West Florida**  
**Business Transfer (Associates of Arts), 1979 – Pensacola Junior College**  
**Secretarial/Clerical (Certificate of Achievement), 1977 – George Stone Voc-Tech**  
**Academic (High School Diploma), 1977 – Escambia High School**

---

**HEALTH-RELATED  
PROJECTS & ACTIVITIES**

---

- Active, participating guest of the Local Health Council meetings for 12 years.
- ❖ Reference: Mike Hill, Executive Director, NW Florida Health Council, 1-800-226-4128
  - District 1 & 2 District Plans
  - Certificate of Need Preferences
  - Quarterly Hospital Statistics Submissions (SHH Pensacola & SHH Emerald Coast)
  - Emergency Room & Other Special Reports
  - Bay County FQHC Application Assistance
- Partnership for a Healthy Community
- ❖ Reference: Pat Dunn-Cole, Executive Director, PFAHC, 850-380-6735
  - BHS/SHHS Joint Project Establishment of PFAHC
  - CHOR Community Assessment 1993
  - CATCH Community Assessment 2005
  - Health Department Grant Assistance
  - HCAP Grant (BH, WF, Esc & S/R Health Depts. Joint Project)
- Volunteer Work & Other Community Projects
  - Camp Bluebird (Cancer Survivors); Reference: Joy Roche, 850-416-7043
  - Escambia Community Clinics Establishment & Grant Assistance
  - Personal: ECUA Septic Tank Abatement Program, Escambia County Zoning, and Water Drainage & Quality



*Resume of*  
**John J. Lanza, MD, PhD, MPH, FAAP**

**Home Address:**

3990 Bentwood Lane  
Cantonment, FL 32533-9785  
(850) 494-7095  
e-mail: lanza1@bellsouth.net

**Office Address:**

Escambia County Health Department  
1295 West Fairfield Drive  
Pensacola, Florida 32501  
(850) 595-6657 FAX: (850) 595-6745  
Pager: (850) 839-6436 Cell Phone: (850) 528-5201  
e-mail: john\_anza@doh.state.fl.us

**Personal Data:**

Date of Birth: August 18, 1953  
Place of Birth: San Antonio, Texas, USA  
Marital Status: Married, two children

**Education:**

05/96 - 05/02

**University of South Florida**  
College of Public Health  
Distance Learning Program  
Tampa, Florida;  
M.P.H. in Public Health Practice Program  
Special Project Title: *"An Evaluation of Specific Health Indicators  
Comparing Career and Volunteer Firefighters in Escambia County,  
Florida"*

07/85 - 06/88

**Sacred Heart Children's Hospital**  
Pensacola, Florida  
Intern/Resident in Pediatrics

01/83 - 06/85

**Universidad Tecnologica de Santiago**  
(UTESA) School of Medicine  
Santo Domingo, Dominican Republic  
Doctor of Medicine Degree

08/82 - 12/82

**CIFAS University School of Medicine**  
Santo Domingo, Dominican Republic

06/76 - 03/79

**University of Florida**  
Gainesville, Florida  
Ph.D., Medical Radiation Physics (Nuclear & Radiological Engineering)  
Dissertation Title: *"An Automated Dosimetry System for Computed  
Tomography Scanners Using Silicon P-I-n Diodes"*

06/75 - 06/76

M.S., Health Physics (Nuclear & Radiological Engineering)  
Special Project Title: *"The Health Physics Aspects of the Fusion-  
Fission Hybrid Reactor"*

09/73 - 06/75

B.S., Electrical Engineering (Bio-medical)

06/71 - 06/73

**Brevard Community College**  
Cocoa, Florida, A.A., Pre-engineering

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

**Faculty Appointments:**

12/03 - Present **Florida State University – Tallahassee, Florida**  
College of Medicine  
 Department of Clinical Sciences  
*Faculty of Obstetrics and Gynecology*  
*Clinical Assistant*

12/00 - Present **University of West Florida – Pensacola, Florida**  
College of Professional Studies  
 Division of Health, Leisure & Exercise Sciences  
*Adjunct Instructor*

12/00 – Present **College of Arts & Sciences**  
 Center for Environmental Diagnostics and Bioremediation  
*Faculty Associate*

12/00 – Present **College of Arts & Sciences**  
 Department of Biology  
*Faculty Associate*

08/97 - Present **University of Florida - Gainesville, Florida**  
Department of Operative Dentistry  
 Division of Public Health Services and Research  
*Courtesy Clinical Associate Professor*

03/79 – 06/79 **Department of Nuclear Engineering Sciences**  
*Adjunct Assistant Research Professor*

**Employment Data**

05/96 - Present **State of Florida, Department of Health**  
**Escambia County Health Department**  
 Pensacola, Florida  
 County Health Department Director

02/96 - 05/96 Acting Public Health Director

09/95 - 02/96 Deputy Health Director

04/94 – 10/99 Clinical Services Director

08/93 - 05/96 Senior Physician

04/93 - 07/93 **Lakeland Regional Medical Center**  
 Lakeland, Florida  
 Pediatric Emergency Physician

08/88 - 02/93 **Pediatrician's Care Unit**  
 Longwood, Florida  
 Private Pediatric Practice

07/85 - 06/88 **Sacred Heart Children's Hospital**  
 Pensacola, Florida  
 Pediatric Resident

02/81 - 08/82 **Naval Sea Systems Command**  
 Nuclear Engineer  
 NAVSEA-8444-Naval Nuclear Weapons Radiological Controls Program  
 Washington, D.C.

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

06/79 - 02/81 **Naval Surface Weapons Center –**  
**Research Physicist**  
**NSWC-R41 – Director, Naval Nuclear Weapons**  
**Low-Level Radiation Exposure Study**  
**Silver Springs, MD**

06/72 - 01/75 **Wuesthoff Memorial Hospital**  
**Rockledge, Florida (full and part-time)**  
**Nursing Assistant, Psychiatric Technician, Lab Technician**

06/71 - 09/72 **Cocoa/Rockledge Country Club**  
**Rockledge, Florida**  
**Assistant Chef**

**Professional Memberships:**

American Medical Association  
 Diplomate, American Board of Pediatrics  
 Escambia County Medical Society - President; Chair-We Care/Indigent Care Committee; Member – Disaster Preparedness Committee; Member – Nominating Committee  
 Fellow, American Academy of Pediatrics  
 Florida Association of County Health Officers  
 Florida Medical Association, Delegate to House of Delegates  
 Chair – Council on Public Health; Member-Section on Minority Health Care; Member-Section on Environment & Health  
 Florida Public Health Association, Co-Chair-Section on Public Health Physicians  
 Florida Preventive Medicine Association  
 Health Physics Society  
 National Association of County & City Health Officials

**Medical Licenses:**

Florida (1987); Pennsylvania (1987)

**Board Certification:**

Pediatrics (1989; re-certified 2003)

**Other:**

Chief Judges Children's Council (1<sup>st</sup> Circuit), Board of Directors  
 Dr. Ruby J. Gainer School for Reaching Your Dreams – Board of Directors  
 Escambia County Healthy Start Coalition – Chairperson  
 Escambia County School Readiness Coalition - Board Member  
 Medical Advisory Committee for Hospice of Northwest Florida - Member  
 Northwest Florida Health Council - Board of Directors  
 Advisory Council, University of South Florida College of Public Health - Member  
 Florida Pediatric Advocacy Network - Member  
 Partnership for a Healthy Community - Board of Directors  
 Partnership for Environmental Research and Community Health – co-Founder  
 Florida School Health Advisory Council - Member  
 University of West Florida, Division of Health & Life Science Advisory Board – Member

Florida Department of Law Enforcement, Northwest Florida Domestic Security Task Force, Health and Medical – Co-Chairman Health; Medical, Hospital, EMS Committee of State Working Group on Domestic Preparedness, Radiological Emergency Sub-Committee-Chairperson  
Residency Advisory Committee, U.S. Navy Aerospace Medicine Residency Program, Naval Air Station Pensacola – Member  
Access Escambia – Board Member  
Solutia Corp., Environmental Advisory Board – Member  
Florida Emergency Medicine Foundation, Review Board for Speaker's Bureau, Weapons of Mass Destruction, All Hazards - Member

**Awards:**

2000, 1000 Friends of Florida Award (Septic-Sewer Program)  
2001, Legal Environmental Assistance Foundation (LEAF) (Environmental Advocacy)  
2003, Florida Department of Health, Secretary's Special Recognition Award (Domestic Security Health Team)  
2004, Pensacola Area Commitment to Excellence Professional of the Year Award

**Interests:**

Home Remodeling, Computers, Automotive Restoration, Flying, Amateur Radio, Investments

JOE Q (B) @  
850-872-4131

**Vivian Krumel, RN**  
3298 Summit Blvd. Ste 33  
Pensacola FL 32503  
850-434-6168

RN for the past 45 years.  
Graduated from Holy Family School of Nursing, Manitowoc, WI

**Current:**

**Owner and president of Professional Health Examiners for 19 Years**

**Alzheimers Family Services-Northwest Florida-President      Member for 21 Years**

**State of Florida Health Planning Council      Member for 22 Years**

**Board Member of American Cancer Society      Member for 31 Years**  
**Past President twice Currently on the state Board**

**Alzheimers Disease Initiative      Member for 12 Years**  
**(Governor Appointee to state task force)**

**Administrator of Upjohn Healthcare Services for 8 Years**

**Labor and Delivery room nurse at Baptist Hospital for 14 Years**

**Psychiatric Nurse at the University Hospital of Wisconsin for 3 Years**

**Active in St. Paul's Catholic Church, reader, past organist, choir member and Women's Society President.**

**Active member of Life Underwriters and Health Underwriters.**

**Member of Escambia Coalition Against Tobacco; conducted the first "Quit Smoking" class and first Prostate Screening for the ACS; has coordinated & participated in numerous health fairs and education programs.**

# Hong Dang

4011 Maltese Way  
Pensacola, FL 32506

Cell: (850) 525-3510  
Email: Hong.Dang@bhcpns.org

---

## Professional Experience:

- Baptist Health Care - Corporate** *Strategic Planning Manager* 01/08 – Current
- Assists in the Strategic Planning Process for Baptist Health Care
  - Assists in ad hoc projects relating to business development and growth
  - Conducts market area analysis using demographic data, socioeconomic indicators, and utilization rates
  - Serves on the Strategic Measurement Team (*Team makes recommendation of system core goals and strategies*)
  - Assists in managing financial performance for the Strategic Planning Department and Corporate Administration
  - Manages the survey completion process for the organization
- Baptist Health Care - Leadership Institute** *Performance Improvement Manager* 05/07 – 01/08
- Mentored and supported Research Analyst
  - Managed the patient satisfaction and cultural excellence scorecard improvement process for 30+ client facilities; Monitored and reported results on a quarterly and semi-annual basis
  - Provided client coaching and consulting support specific to patient experience and creating a high performing organization
  - Developed performance analysis reports and assisted clients with goal setting
  - Researched industry trends and developed performance improvement tools and services to position firm as an industry expert
  - Maintained and updated database of best practices for improvement of the customer experience
  - Evaluated client performance data for inclusion in the Cultural Excellence Assessment reports
- Baptist Health Care - Leadership Institute** *Performance Improvement & Research Analyst* 06/05 – 05/07
- Developed monthly and quarterly patient satisfaction analyses
  - Managed the collection of organizational performance and patient satisfaction data from clients
  - Assisted with the administration and analysis of surveys using various tools and software
  - Managed and ensured efficiency of firm's knowledge database (resource center)
  - Participated in Return On Investment research initiative
- Florida Sterling Council** *Governor's Sterling Award (GSA) Examiner* 2006 - 2007
- Reviewed and evaluated three GSA applications for strengths and opportunities
  - Conducted an on-site evaluation with a team of seven to verify and clarify strengths and opportunities for improvement
  - Attended extensive examiners' training in preparation for examination process
- University of West Florida** *Graduate Student* Spring 2006
- Planned, promoted, and hosted Caregivers' Day Out to increase the awareness of the Alzheimer's disease and the support services available in Escambia County, Florida
  - Researched market statistical data to support the purpose of the event
  - Evaluated the event with the development of a qualitative and quantitative paper-based survey
- Baptist Health Care - Leadership Institute** *Coordinator* 12/04 – 05/05
- Developed an efficient management system for the consulting firm's resource sales process (sales, billing, and shipping)
  - Assisted in the redesigning of online sales process which enhanced the customers' buying experience
- L&M Car Rental, Orlando, FL** *MIS/Marketing Intern* 01/04 – 08/04
- Established and monitored 5+ business-to-business relationship of the

# Hong Dang

4011 Maltese Way  
Pensacola, FL 32506

Cell: (850) 525-3510  
Email: Hong.Dang@bhcpns.org

---

company.

- Effectively negotiated with partners which increased the number of benefits offered to consumers by 15%.

**Calro Nightclub, Orlando, FL** *Event Coordinator* 11/02 – 01/04

- Planned and promoted a successful event that brought in 600+ people through mass advertisement and project management.
- Successful implementation of the budget by closely monitoring the account payables and account receivables records.

**Pensacola Motorsports, Pensacola, FL** *General Manager Assistant* 03/01 – 07/02

- Decreased 25% of account receivables in the service department by consistently monitoring and evaluating debts owed to the company.
- Managed accounts receivable of the marketing department to ensure full payment of all co-op advertisements.

**Golden Dollar Market, Pensacola, FL** *Assistant Manager* 07/00 – 12/00

- Increased company revenue by 25% through conducting extensive research to find quality products and profitable prices and successfully negotiating with outside vendors.
- Developed effective marketing strategies which increased repeat sales by introduction of new products and arrangement of in-store displays.

**Joe Patti Seafood, Pensacola, FL** *Sales Clerk* 11/98 – 06/00

- Demonstrated superior customer service skills in product knowledge, customer needs, and added value selling techniques consistently resulting in top 1% of sales force.
- Trained 10+ new employees with the proper sales skills which increased productivity rate by 50%.

**Volunteer: Baptist Hospital Measurement Team – Leader** 07/06 – 04/08

- Lead a team of 7
- Managed the team's activities to support the goals of the organization
- Actively pursued initiatives to improve the processes of the team and/or the organization
- Educated staff and leaders regarding the importance of measuring satisfaction by presenting at ServU and New Leaders' Orientation – Quest
- Provided support to Unit 4 East Leader in an initiative to improve patient satisfaction by developing a "Response to Concerns/Complaints" Campaign

**Malcolm Baldrige - Performance Excellence Team: Category 7 – Member** 2008

## Ad Hoc

- Served on the Baptist Hospital Strike Team Committee (Provided recommendations to improve the five pillars (People, Service, Quality, Financial, Growth) at Baptist Hospital)
- Served on the Baptist Health Care Young Professionals Committee (Provided leadership team with recommendations to engage young professionals in the organization.)
- Provided assistance with the American Heart Association Fund Raising initiatives at Baptist Health Care

**Education: Masters of Business Administration (MBA)** 05/06  
**Concentration: Health Care Administration**  
University of West Florida, Pensacola, FL

**Masters of Arts (MA)** 05/06  
**Concentration: Health Care Leadership**  
**Certification: Human Performance Improvement** (*Change management, organizational development, effective evaluation of processes, and tool development*)

# Hong Dang

4011 Maltese Way  
Pensacola, FL 32506

Cell: (850) 525-3510  
Email: [Hong.Dang@bhcpns.org](mailto:Hong.Dang@bhcpns.org)

---

University of West Florida, Pensacola, FL

**Bachelors of Science in Business Administration**

08/04

**Major: Management Information Systems, Minor: Marketing**

University of Central Florida, Orlando, FL

Major 3.4/4.0 GPA

**Computer**

**Skills:**

Microsoft (Word, Excel, PowerPoint, Access), Thomson Healthcare – Market Expert,  
Email (Lotus Notes, Yahoo), Adobe Acrobat Professional 7.0, ACT!, DesignPro,  
SPSS Text, Survey Tracker, Trendstar, Horizon Business Intelligence

**Other Skills:**

Teampayer, Analytical, Written and verbal communicator, Project management,  
Leadership, Change agent, Presentation, Research driven, Visionary,  
Results oriented, Time management

**Professional**

**Affiliations:**

American College of Healthcare Executives (ACHE), Society for Healthcare Strategy  
and Market Development (SHPDA), Pensacola Young Professionals (PYP)



Escambia Community Clinics, Inc.  
2200 N. Palafox Street  
Pensacola, Florida 32501  
(A Federally Qualified Health Center)

Phone: (850) 436-4630  
E-mail: [dturner@ecc-clinic.org](mailto:dturner@ecc-clinic.org)

# **Don R. Turner**

## *Executive Director*

### **Experience**

#### **Executive Director**

Escambia Community Clinics, Inc.  
Pensacola, Florida 32501  
9/2007 - Present

Fully responsible for all levels of medical and administrative management of a ten provider primary health care, Federally Qualified Health Center, serving more than 15,000 Escambia County citizens and providing more than 35,000 outpatient visits annually. Report to an independent board of directors consisting of Clinic users, community business leaders and senior executives from area hospitals.

#### **Administrator**

Escambia Community Clinics, Inc.  
Pensacola, Florida 32501  
7/1993 to 9/2007

Prior to receiving Federally Qualified Health Center status in September 2007, served as (founding) Administrator of a joint venture between Baptist Health Care and Sacred Heart Health System serving the needs of the poor and medically needy citizens of Escambia County. Fully responsible for all medical and administrative activities. Report to a board of directors consisting of senior executives from Baptist Health Care and Sacred Heart Health System.

#### **Director, Medical Research**

Medical Education and Research Corporation  
Pensacola, Florida 32514  
7/1992 to 7/1993

Responsible for the direction and management of a company engaged in pharmaceutical and medical device research generating gross revenues of more than \$1,000K annually. Responsibilities included financial management, personnel management, implementing business strategies and meeting medical, ethical and legal requirements in conducting research on human subjects.

**Chief Financial Officer**  
Naval Hospital  
Pensacola, Florida  
5/1988 to 7/1992

As a Lieutenant Commander, Medical Service Corps, United States Navy served as the CFO of a 204 bed military health care facility. Fully responsible for all levels of financial management of a \$40M budget, including financial planning, budgeting, programming and execution of public funds.

**Medical Service Corps Officer**  
Various Medical and Dental Facilities  
Department of the Navy  
5/1978 to 5/1988

Synopsis: During military active duty (Ensign through Lieutenant Commander), served in various positions of medical and financial management for the Department of the Navy which included hospitals, stand alone medical clinics, and as a member of the Department of the Navy Medical Inspection Team.

**Naval Hospital Corpsman**  
Various Medical Facilities  
Department of the Navy  
2/1968 to 5/1978

Synopsis: During enlisted military career (Hospital Corpsman, E-3 to Chief Hospital Corpsman, HMC) served in numerous medical and administrative positions with the United States Navy (shipboard) and the United States Marine Corps (deployed abroad).

**Education**

B.S., Health Care Administration, Southern Illinois University, Carbondale, Illinois

Graduate Level Certificate, Naval Medical Finance, Naval School of Health Sciences, Washington, DC

**Other**

Retired Military Officer - Lieutenant Commander, Medical Service Corps, United States Navy  
1968 – 1992

**Personal**

Married (39 yrs) – wife Cathy, sons Chad 37, Brian 34  
Member Cokesbury UMC

MARSHALL W. MCLEOD  
4140 STRINGFIELD ROAD  
PENSACOLA, FLORIDA 32503

August 10, 2009

Dear Mr. McLaughlin:

Because I am relocating  
out of the area in  
October, it is necessary  
for me to resign my  
appointment on the  
Northwest Florida Big Bend  
Health Council.

Best wishes  
Marshall W. McLeod

RECEIVED

AUG 12 2009

County Administrator's Office



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

**AI-2500**

**County Administrator's Report 12. 8.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/17/2012

**Issue:** Scheduling a Public Hearing to Consider an Ordinance to Repeal an EDATE for WDC Florida Realty Company, LLC, Subsidiary of Overhead Door Corporation

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

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Scheduling a Public Hearing to Repeal Ordinance Number 2010-24 , Granting WDC Florida Realty Company, LLC, a Wholly-Owned Subsidiary of Overhead Door Corporation, Certain County Economic Development Ad Valorem Tax Exemptions - Charles R. "Randy" Oliver, County Administrator

That the Board Schedule a Public Hearing for June 7, 2012, at 9:02 a.m., to consider repealing Ordinance Number 2010-24 (renewing and amending Ordinance 2003-52 and Ordinance 2008-14), granting WDC Florida Realty Company, LLC, a wholly-owned subsidiary of Overhead Door Corporation, certain County Economic Development Ad Valorem Tax Exemptions (EDATE).

**BACKGROUND:**

In 2003 and 2008, Escambia County granted Wayne Dalton Corporation certain tax exemptions for the purpose of facilitating the expansion of the existing business as defined by Section 90-148, Escambia County Code of Ordinances, and Section 196.012(15), Florida Statutes. \*The exemption for Ordinance 2008 will expire on December 31, 2017.

The Ordinances were originally granted to Wayne Dalton Corporation based on the following information:

Ordinance 2003-52: expansion of an existing business

\*Real property-

Add 90,000 sq. ft.

Expand manufacturing facility

Expand R&D offices and facilities

Expand front office

Total value= \$5,650,000 Completed as of 2008

\*Create 43 new jobs with 308 existing employees (351 total)

\*Personal Property-

Total value= \$13,950,000

Ordinance 2008-14: expansion of an existing business

\*Real property-

Add 100,000 sq. ft.

Install 500 ft manufacturing line

Install steel forming and strut insertion system

Reconfigure assembly equipment

Add 16 shipping docks

Total value= \$4,000,000 Completion date- 2011

\*Create 146 new jobs by 2009 (497 total)

\*Personal Property-

Total value=\$2,676,848

In June 2009, Wayne Dalton Corporation established a property holding company and transferred legal title of the subject property to WDC Florida Realty Company I, LLC. All assets of Wayne Dalton, including the subject property, were subsequently purchased by Overhead Door Corporation with the legal title remaining in the name of the holding company as a wholly owned subsidiary of Overhead Door.

In March 2010, Overhead Door Corporation filed an EDATE application seeking renewal of the EDATES granted to the previous property owner, Wayne Dalton. At that time, the company employed approximately 140 employees and anticipated creating 128 new positions (268 total) by 2011. The capital improvements were to be completed as of 2012.

By Board action on August 5, 2010, this Board adopted Ordinance 2010-24 renewing the Ordinances 2003-52 and 2008-14 and amending said ordinances to reflect the proper name of the current property owner, WDC Florida Realty I, LLC, a wholly owned subsidiary of Overhead Door Corporation.

On February 28, 2012, Overhead Door Corporation filed an application seeking renewal of the aforementioned EDATES for the current tax year. As reported in the renewal application, Overhead Door currently employs approximately 155 full time employees at its facility in Escambia County. Per the Property Appraiser's Office, estimate of revenue lost to the County for the Overhead Door EDATE Exemption is \$58,462.

\*Note: The exemption provided pursuant to Ordinance 2003-52 expired December 31, 2011, and the exemption provided pursuant to Ordinance 2008-14 will expire on December 31, 2017.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Ordinance was reviewed by the County Attorney's Office for form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

A copy of the Ordinance will be filed with the Escambia County Property Appraiser's Office. The original will be filed with the Department of State.

---

**Attachments**

Overhead Doors Repeal Ord.



**Chris Jones, CFA**  
**Escambia County Property Appraiser**  
**221 Palafox Place, Suite 300 • Pensacola, FL 32502**  
**Phone 850 434-2735 • Fax 850 435-9526**



April 11, 2012

Mrs. Tonya Gant  
Economic Development Coordinator  
Escambia County Administration  
221 Palafox PL, Suite 420  
Pensacola, FL 32502

RE: Economic Development Ad Valorem Tax Exemption – Overhead Door

Dear Mrs. Gant:

This is the Escambia County Property Appraiser's response to Larry Newsome's request to review the above referenced EDATE renewal, this office finds the following to be problematic.

**EDATE 2008-14**

- 1.) Job projections have not been met.
- 2.) Tangible Personal Property (TPP) listed on the 2008-14 Ordinance with fair market value of \$2,676,848 has never been placed into production. The renewal application for 2012 and the TPP Return filed for 2012 state the production line remains idle.

**EDATE 2003-52**

- 1.) Ordinance #2003-52, expired on December 31, 2011.
- 2.) The exemption commenced in 2003 and the 8 ½ years granted would expire on July 1, 2011.
- 3.) Although the body of the ordinance stated the expiration date would be July 1, 2012. This is a typographical error. The evidence of the error is supported by the commencement date and length of the exemption granted. This was discussed by the previous Exemptions Director, Janie Bonds, who spoke with Jean Kassab and confirmed the expiration date of December 31, 2011.

A review of the application and consideration of these issues should be considered prior to renewal.

Sincerely,

Chris Jones, CFA  
ESCAMBIA COUNTY PROPERTY APPRAISER

By:

A handwritten signature in cursive script that reads "Susan P. Smith".

Susan P. Smith, CFE  
Director, Administrative Services

/bs

## Tonya Gant

---

**From:** Barbara Snell [bsnell@sbccpa.com]  
**Sent:** Tuesday, April 17, 2012 4:23 PM  
**To:** Tonya Gant  
**Cc:** Lolita Hawkins; Alberta Simmons  
**Subject:** Overhead Doors FY12/13

Dear Ms. Gant,

It has come to my attention that the above referenced project is only tentatively through the review process for jobs and wages. At this time SB&C is recommending that the Department of Economic Opportunity provide them a chance to apply for an economic recovery exemption as the preliminary review shows the jobs requirements has not been met.

As discussed, the State of Florida's, Department of Economic Opportunity, Division of Strategic Business Development will contact you, via letter, of its final decision for this QTI Project.

Sincerely,

Barbara W. Snell  
Staff Consultant  
Sharpton, Brunson & Company  
215 South Monroe Street, Suite 750  
Tallahassee, FL 32301  
Phone: 850-727-8139  
Main Line: 850/727-8160  
Fax: 850-727-8183.com  
Email: [bsnell@sbccpa.com](mailto:bsnell@sbccpa.com)  
Miami/Ft. Lauderdale/Tallahassee



ORDINANCE NUMBER 2012 - \_\_\_\_

1  
2  
3 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO  
4 THE REPEAL OF EXEMPTIONS FROM ESCAMBIA COUNTY AD  
5 VALOREM TAXATION FOR WDC FLORIDA REALTY COMPANY, LLC;  
6 PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR FINDINGS  
7 OF FACT; PROVIDING FOR REPEAL OF ORDINANCE 2010-24;  
8 PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN  
9 THE CODE; PROVIDING FOR EFFECTIVE DATE.

10  
11 WHEREAS, Section 196.1995, Florida Statutes and Chapter 90, Article IV,  
12 Division 2, Sections 90-146 through 90-153 of the Escambia County Code of  
13 Ordinances authorizes Escambia County to grant certain Economic Development Ad  
14 Valorem Tax Exemptions (EDATE) for the expansion of existing businesses in the  
15 County meeting certain statutory requirements; and

16  
17 WHEREAS, on November 6, 2003, Wayne-Dalton Corporation, located at 3395  
18 Addison Drive, Pensacola, Florida, was granted through Ordinance 2003-52 of  
19 Escambia County, such an Economic Development Ad Valorem Tax Exemption for one  
20 hundred percent (100%) of the assessed value of certain real and tangible personal  
21 property of the corporation; and

22  
23 WHEREAS, on March 6, 2008, Wayne-Dalton Corporation, located at 3395  
24 Addison Drive, Pensacola, Florida, was granted through Ordinance 2008-14 of  
25 Escambia County, such an Economic Development Ad Valorem Tax Exemption for one  
26 hundred percent (100%) of the assessed value of certain real and tangible personal  
27 property of the corporation; and

28  
29 WHEREAS, on August 5, 2010, the Board of County Commissioners of  
30 Escambia County enacted Ordinance 2010-24, renewing Ordinances 2003-52 and  
31 2008-14 and amending said ordinances to reflect the proper name of the current owner,  
32 WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation;  
33 and

34  
35 WHEREAS, upon recent review of said exemptions, the Board of County  
36 Commissioners finds that the Economic Development Ad Valorem Tax Exemptions for  
37 WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door Corporation, no  
38 longer meet the eligibility requirements of Section 196.1995, Florida Statutes, and the  
39 County's EDATE Ordinance; and

40  
41 WHEREAS, it is now in the best interest of the health, safety, and welfare of the  
42 citizens of Escambia County, Florida that the ordinance granting such exemptions be  
43 repealed.

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

3  
4 **Section 1. Legislative Intent.**

- 5  
6 **(A)** After consideration of the report of the Escambia County Property Appraiser and  
7 the request of Wayne Dalton Corporation in accordance with the procedures now  
8 codified at Chapter 90, Article IV, Division 2, Section 90-146 through 90-153 of  
9 the Escambia County Code of Ordinances, "EDATE Regulations of Escambia  
10 County, Florida." (Ordinance Number 92-43), the Board of County  
11 Commissioners, by Ordinance 2003-52, granted for a period of eight and one-  
12 half (8.5) years, effective from November 6, 2003, an exemption as an expanding  
13 business from County ad valorem taxation of one hundred percent (100%) of the  
14 assessed value of certain real and tangible personal property of Wayne Dalton  
15 Corporation.  
16  
17 **(B)** After consideration of the report of the Escambia County Property Appraiser and  
18 the request of Wayne Dalton Corporation in accordance with the procedures now  
19 codified at Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of  
20 the Escambia County Code of Ordinances, "Economic Development Ad Valorem  
21 Tax Exemption Regulations of Escambia County, Florida" (Ordinance No. 92-43),  
22 the Board of County Commissioners, by Ordinance 2008-14, granted for a period  
23 of ten (10) years, effective from March 13, 2008, an exemption as an expanding  
24 existing business from County ad valorem taxation of one hundred percent  
25 (100%) of the assessed value of certain real and tangible personal property of  
26 Wayne Dalton Corporation.  
27  
28 **(C)** It was the intent of the ordinances that the exemptions were for the express  
29 purpose of facilitating the expansion of an existing business in Escambia County,  
30 as defined in Section 196.012(16), Florida Statutes. It was the further intent of  
31 said Ordinances that the exemptions granted to Wayne Dalton Corporation were  
32 solely for the use and benefit of said business.  
33

34 **Section 2. Findings of Fact.**

- 35  
36 **(A)** Section 196.1995, Florida Statutes and Chapter 90, Article IV, Division 2,  
37 Sections 90-146 through 90-153 of the Escambia County Code of Ordinances  
38 authorizes Escambia County to grant certain Economic Development Ad  
39 Valorem Tax Exemptions (EDATE) for an expanding existing business  
40 established in the County meeting certain statutory requirements.  
41  
42 **(B)** In 2003, Wayne-Dalton Corporation applied for an Economic Development Ad  
43 Valorem Tax Exemption (EDATE) from Escambia County.  
44  
45 **(C)** In 2008, Wayne-Dalton Corporation applied for an Economic Development Ad  
46 Valorem Tax Exemption (EDATE) from Escambia County.

- 1  
2 (D) Section 196.1995, Florida Statutes and the County's ordinance, provide that the  
3 Economic Development Ad Valorem Tax Exemption (EDATE) may be granted for  
4 improvements made to real property for which such an exemption is requested.  
5  
6 (E) On November 6, 2003, Wayne-Dalton Corporation through Ordinance 2003-52 of  
7 Escambia County, was granted an Economic Development Ad Valorem Tax  
8 Exemption (EDATE) for one hundred percent (100%) of the assessed value of  
9 certain real and tangible personal property of the corporation at 3395 Addison  
10 Drive, Pensacola, Florida.  
11  
12 (F) On March 6, 2008, Wayne-Dalton Corporation through Ordinance 2008-14 of  
13 Escambia County, was granted an Economic Development Ad Valorem Tax  
14 Exemption (EDATE) for one hundred percent (100%) of the assessed value of  
15 certain real and tangible personal property of the corporation at 3395 Addison  
16 Drive, Pensacola, Florida.  
17  
18 (E) On August 5, 2010, Escambia County enacted Ordinance 2010-24 renewing  
19 Ordinances 2003-52 and 2008-14 and amending said ordinances to reflect the  
20 proper name of the current owner, WDC Florida Realty, LLC, a wholly owned  
21 subsidiary of Overhead Door Corporation.  
22  
23 (F) The Escambia County Property Appraiser reexamined said exemptions awarded  
24 to WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door  
25 Corporation, and determined the property for which the EDATE exemptions were  
26 awarded no longer meets the requirements of the County's ordinance and the  
27 State's law governing such exemptions.  
28  
29 (G) As a result, the Board of County Commissioners of Escambia County, Florida  
30 finds that WDC Florida Realty, LLC, a wholly owned subsidiary of Overhead Door  
31 Corporation, now no longer meets the definition of expansion of an existing  
32 business as defined in Section 90-148, Escambia County Code of Ordinances  
33 and Section 196.012(16), Florida Statutes, as amended, requiring the repeal of  
34 Ordinance 2010-24 for the 2012 tax year forward.  
35

36 **Section 3. Repeal.**

37  
38 Ordinance 2010-24, renewing and amending Ordinance 2003-52 and Ordinance  
39 2008-14, is hereby repealed.  
40

41 **Section 4. Repeal Date.**

42  
43 The Economic Development Ad Valorem Tax Exemptions granted to WDC  
44 Florida Realty Company, LLC, a wholly owned subsidiary of Overhead Door  
45 Corporation, shall be repealed at 12:01 a.m. on the effective date of this ordinance.  
46

1 **Section 5. Severability.**

2  
3 In any section, subsection, paragraph, sentence, clause, phrase, or portion of  
4 this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any  
5 court of competent jurisdiction, such portion shall be deemed a separate, distinct,  
6 independent, and severable provision and such holding shall not affect the validity of the  
7 remaining portions of this Ordinance.  
8

9 **Section 6. Inclusion in the Code.**

10  
11 It is the intention of the Board of County Commissioners that the provisions of  
12 this ordinance shall become and be made a part of the Escambia County Code; and  
13 that the sections of this ordinance may be renumbered or relettered and the word  
14 "ordinance" may be changed to "section", "article", or such other appropriate word or  
15 phrase in order to accomplish such intentions.  
16

17 **Section 7. Effective Date.**

18  
19 This ordinance shall become effective upon filing with the Department of State.  
20

21 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

22  
23 **BOARD OF COUNTY**  
24 **COMMISSIONERS**  
25 **ESCAMBIA COUNTY, FLORIDA**  
26

27 **ATTEST: ERNIE LEE MAGAHA**  
28 **Clerk of the Circuit Court**

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

29  
30 \_\_\_\_\_  
31 **Deputy Clerk**  
32

33 **(Seal)**  
34  
35

36 **Enacted:** \_\_\_\_\_

37 **Filed with Department of State:** \_\_\_\_\_

38 **Effective:** \_\_\_\_\_

**ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION RENEWAL APPLICATION**  
 Chapter 196.1995, Florida Statutes

DR-418  
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1 Business name <u>Overhead Door Corporation</u>	Mailing address
2 Please give name and telephone number of owner or person in charge of this business. Name <u>Dennis Stone (Pres) Christine Guthrie (Cont)</u>	<u>P.O. Box 67, Mt. Hope, Oh 44660</u> Telephone number <u>330 763 8206</u>
3 Exact Location (Legal Description and Street Address) of Property for which this return is filed <u>3395 Addison Dr Pensacola FL 32511</u>	4 Date you began, or will begin, business at this facility
5 Description of the improvements to real property for which this exemption is requested <u>Consolidation of Out-of-state Plants - will increase head count</u>	Date of commencement of construction of improvements

Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased						APPRAISER'S USE ONLY	
Class or Item	Age	Date of Purchase	Taxpayer's Estimate of			Cond*	Fair Market Rent
			Original Cost	Cond*	Fair Market Rent		
<u>See Attachment A</u>			\$		\$		\$
<u>Includes Accounts</u>			\$		\$		\$
<u>Tangible</u>			\$		\$		\$
<u>02020838</u>			\$		\$		\$
<u>02020856</u>			\$		\$		\$
<u>02019972</u>			\$		\$		\$
<u>Real Property</u>			\$		\$		\$
<u>01-0094-200</u>			\$		\$		\$

Average value of inventory on hand: \$110,996 Million \*Condition: good, avg (average), or poor

Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7 Do you desire exemption as a <input type="checkbox"/> new business or <input checked="" type="checkbox"/> expansion of an existing business	9 Trade levels (check as many as apply)
8 Describe type or nature of your business <u>Manufacturer and Distributor of garage doors</u>	<input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Professional <input type="checkbox"/> Service <input type="checkbox"/> Office <input type="checkbox"/> Other, specify: <u>X</u>

10 Number of full-time employees to be employed in Florida Overhead/warehouse 162 + HRM 56 = 218 total

If an expansion of an existing business: Net increase in employment 86 increase from 2010-2112 47 % Increase in productive output resulting from this expansion %

11 Sales factor for the facility requesting exemption: only of 76

Total sales in Florida from this facility-one (1) location only <u>3,451,967</u>	divided by	Total sales everywhere from this facility-one (1) location only <u>88,304,260</u>	=	<u>39</u> %
--	------------	---	---	-------------

12 For office space owned and used by a corporation newly domiciled in Florida Date of incorporation in Florida Number of full-time employees at this location

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

Date <u>2/28/2012</u>	Signature, preparer <u>Christine Guthrie</u>
Signature, taxpayer <u>Christine Guthrie</u>	Preparer's address <u>P.O. Box 67, Mt. Hope Dr, 44660</u>
Title <u>Legal Counsel</u>	Preparer's telephone number

Property Appraiser's Use Only	
I Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	\$
II Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	\$
III Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	\$
IV Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted	
Improvements to real property \$	Personal property \$
V I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a <input type="checkbox"/> new business <input type="checkbox"/> expansion of an existing business <input type="checkbox"/> neither	
VI Last year for which exemption may be applied	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

## General Information

Ad Valorem property tax exemptions can be granted to new and expanding businesses only after the voters of a city and/or county vote in a referendum to allow that city or county to grant exemptions. Section 196.1995, Florida Statutes, requires that a referendum be held if: (1) The Board of County Commissioners or governing authority of a municipality (city or county commission) votes to hold such a referendum, or (2) if the county or city commission receives a petition signed by ten percent of the registered voters of the county or city. This referendum question can then be placed before the voters of a city or county at any regular election or special election called for voting on the tax incentive referendum or for any other purpose.

If the voters authorize exemptions, a company must first meet the definitions of a new or expanding business as stated in s. 196.012 (15) and (16), F.S.

The expansion must be on the same or a collocated site of the business current operations.

If a business meets one of the above definitions as a new or expanding business, it must then file this application with the county or city commission or both.

After the city or county commission receives this application, it must submit the application to the county property appraiser for review. After the property appraiser makes the report as to the fiscal impact of granting the exemption, the county or city commission shall then adopt an ordinance in the usual manner-granting the exemption, if it chooses to do so.

A business cannot receive exemption from school taxes or water management district taxes. Also a business must pay taxes that were voted by the voters of a city or county to pay for bond issues and other special tax levies authorized by the voters of a city or county.

The exemption can only be for the improvements to the real property and for tangible personal property. The land on which the new or expanding business is to be located will still be taxed and taxes must be paid on it.

The action taken by a city or county commission can only exempt the taxes paid to that governmental body. A city can only exempt its taxes; a county can only exempt its taxes. All other taxes must be paid.

## Statutory Definitions

### Section 196.011 Annual application required for exemption. —

(1)(a) Every person or organization who, on January 1, has the legal title to real or personal property, except inventory, which is entitled by law to exemption from taxation as a result of its ownership and use shall, on or before March 1 of each year, file an application for exemption with the county property appraiser, listing and describing the property for which exemption is claimed and certifying its ownership and use. The Department of Revenue shall prescribe the forms upon which the application is made. Failure to make application, when required, on or before March 1 of any year shall constitute a waiver of the exemption privilege for that year, except as provided in subsection (7) or subsection (8).

### Section 196.012(15) and (16), Florida Statutes

(15) "New business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s.220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in this state owned and used by a corporation newly domiciled in this state; provided such office space houses 50 or more full-time employees of such corporation; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(b) Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(c) A new business that is situated on property annexed into a municipality and that, at the time of annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.

(16) "Expansion of an existing business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible

personal property at a fixed location and which comprises an industrial or manufacturing plant; or

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operation on a site collocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than 10 percent or an increase in productive output of not less than 10 percent.

(b) Any business located in an enterprise zone that increases operations on a site collocated with a commercial or industrial operation owned by the same business.

### Section 196.1995 Economic development ad valorem tax exemption.—

(6) With respect to a new business as defined by s. 196.012(15)(c), the municipality annexing the property on which the business is situated may grant an economic development ad valorem tax exemption under this section to that business for a period that will expire upon the expiration of the exemption granted by the county. If the county renews the exemption under subsection (7), the municipality may also extend its exemption. A municipal economic development ad valorem tax exemption granted under this subsection may not extend beyond the duration of the county exemption.

### Section 220.15(5), Florida Statutes.

(5) The sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

(a) As used in this subsection, the term "sales" means all gross receipts of the taxpayer except interest, dividends, rents, royalties, and gross receipts from the sale, exchange, maturity, redemption, or other disposition of securities. However:

1. Rental income is included in the term if a significant portion of the taxpayer's business consists of leasing or renting real or tangible personal property; and

2. Royalty income is included in the term if a significant portion of the taxpayer's business consists of dealing in or with the production, exploration, or development of minerals.

(b)1. Sales of tangible personal property occur in this state if the property is delivered or shipped to a purchaser within this state, regardless of the f.o.b. point, other conditions of the sale, or ultimate destination of the property, unless shipment is made via a common or contract carrier.

2. When citrus fruit is delivered by a cooperative for a grower-member, by a grower-member to a cooperative, or by a grower-participant to a Florida processor, the sales factor for the growers for such citrus fruit delivered to such processor shall be the same as the sales factor for the most recent taxable year of that processor. That sales factor, expressed only as a percentage and not in terms of the dollar volume of sales, so as to protect the confidentiality of the sales of the processor, shall be furnished on the request of such a grower promptly after it has been determined for that taxable year.

3. Reimbursement of expenses under an agency contract between a cooperative, a grower-member of a cooperative, or a grower and a processor is not a sale within this state.

(c) Sales of a financial organization, including, but not limited to, banking and savings institutions, investment companies, real estate investment trust, and brokerage companies, occur in this state if derived from:

1. Fees, commissions, or other compensation for financial services rendered within this state;

2. Gross profits from trading in stocks, bonds, or other securities managed within this state;

3. Interest received within this state, other than interest from loans secured by mortgages, deeds of trust, or other liens upon real or tangible personal property located in this state, and dividends received within this state;

4. Interest charged to customers at places of business maintained within this state for carrying debit balances of margin accounts, without deduction of any costs incurred in carrying such accounts;

5. Interest, fees, commissions, or other charges or gains from loans secured by mortgages, deeds of trust or other liens upon real or tangible personal property located in this state or from installment sale agreements originally executed by a taxpayer or the taxpayer's agent to sell real or tangible personal property located in this state;

6. Rents from real or tangible personal property located in this state; or

7. Any other gross income, including other interest, resulting from the operation as a financial organization within this state.

In computing the amounts under this paragraph, any amount received by a member of an affiliated group (determined under s. 1504(a) of the Internal Revenue code, but without reference to whether any such corporation is an "included corporation" under s. 1504(b) of the Internal Revenue code) from another member of such group shall be included only to the extent such amount exceeds expenses of the recipient directly related thereto.

**RENEWAL APPLICATION**

**APPLICANT:**

**NAME OF BUSINESS:**

Overhead Door Corporation  
 Tangible Property Accts  
 02020838  
 02020856  
 02019972  
 Real Property - WDC Realty Co  
 01-0094-200

**ESCAMBIA COUNTY SUPPLEMENTAL  
 EDATE EVALUATION FORM**



**FOR BUSINESSES WITH LESS THAN 150 EMPLOYEES**

**CAPITAL INVESTMENT** Capital Investment is the acquisition of fixed assets that is anticipated to have a long life of use before it has to be replaced or repaired. Capital investment is made any time a company purchases goods that will benefit the operation of the business, but will not be used to cover the operational costs of the business. Please do not include land.

		<b>NEW EMPLOYEES - NEW BUSINESS (At Facility Where Exemption Is Requested)</b>	<i>Please check one:</i>
	<i>Please check one:</i>		
Under \$1 Million	<input type="checkbox"/>	Under 25 Employees	<input type="checkbox"/>
\$1 - \$5 Million	<input type="checkbox"/>	25 - 50 Employees	<input type="checkbox"/>
Over \$5 Million	<input checked="" type="checkbox"/>	51 - 100 Employees	<input type="checkbox"/>
Attachment A		Over 100 Employees but less than 150	<input type="checkbox"/>

**PLEASE LIST CAPITAL INVESTMENTS:**

*(Note: Add additional sheet if necessary)*

[Redacted area for listing capital investments]

		<b>NEW EMPLOYEES - BUSINESS EXPANSION (At Facility Where Exemption Is Requested)</b>	
		Under 25 Employees	<input type="checkbox"/>
		25 - 50 Employees	<input type="checkbox"/>
		51 - 100 Employees	<input type="checkbox"/>
		Over 100 Employees but less than 150	<input type="checkbox"/>
		new from Edate award in 2001	86
		<b>PROJECTED NUMBER OF ADDITIONAL EMPLOYEES (Within One Year of Original Application)</b>	#

<b>CAPITAL INVESTMENTS</b>	<b>IF NOT LISTED AND CHECKED BELOW - PLEASE LIST JOB CLASSIFICATIONS AND AVERAGE SALARIES FOR THE JOB CLASSIFICATIONS</b>
----------------------------	---

ITEM:	\$COST\$:	CLASSIFICATION: <i>(Note: Add additional sheet if necessary)</i>	Average SALARY\$
See Attachment A	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total</b>	\$		\$

<b>IS PROPERTY LOCATED IN A COUNTY DESIGNATED ENTERPRISE ZONE?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

**INSTRUCTIONS TO THE APPLICANT:** You are **NOT** required to use the following classifications; they are listed as a tool only. If a job classification is not relevant to your business, please write in the job classification above and provide the average salary information for that job classification as indicated.

<p>See Attachment B</p> <hr style="width: 50%; margin: auto;"/> <p><i>If applicable, please check all job classifications that apply.</i></p>	<b>AVERAGE SALARY\$</b>
---	-------------------------

<b>Architecture and Engineering Occupations</b>	
	Electrical Engineers
	Mechanical Engineers
	Engineer
<b>Information Technology</b>	
	Computer Information Systems
	Computer Programmer



**CAPITAL INVESTMENTS**

**IF NOT LISTED AND CHECKED BELOW - PLEASE LIST JOB CLASSIFICATIONS AND AVERAGE SALARIES FOR THE JOB CLASSIFICATIONS**

ITEM:	\$COST\$:	CLASSIFICATION: <i>(Note: Add additional sheet if necessary)</i>	Average SALARY\$
See Attachment A	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total</b>	<b>\$</b>		<b>\$</b>

IS PROPERTY LOCATED IN A COUNTY DESIGNATED ENTERPRISE ZONE?

Yes  No

INSTRUCTIONS TO THE APPLICANT: You are **NOT** required to use the following classifications; they are listed as a tool only. If a job classification is not relevant to your business, please write in the job classification above and provide the average salary information for that job classification as indicated.

See Attachment B

If applicable, please check all job classifications that apply.

**AVERAGE SALARY\$**

**Architecture and Engineering Occupations**

Electrical Engineers	
Mechanical Engineers	
Engineer	
<b><u>Information Technology</u></b>	
Computer Information Systems	
Computer Programmer	

	CLASSIFICATION	AVERAGE SALARY\$
<b><u>Life, Physical, and Social Science Occupations</u></b>		
	Survey Researchers	
	Urban and Regional Planners	
	Social Scientists and Related Workers, All Other	
<b><u>Healthcare Support Occupations</u></b>		
	Home Health Aides	
	Nursing Aides, Orderlies, and Attendants	
	Dental Assistants	
	Medical Assistants	
	Healthcare Support Workers, All Other	
<b><u>Sales and Related Occupations</u></b>		
	First-Line Supervisors/Managers of Retail Sales Workers	
	Cashiers	
	Sales Representatives, Services, All Other	
<b><u>Office and Administrative Support Occupations</u></b>		
	Telephone Operators	
	Bill and Account Collectors	
	Customer Service Representatives	
	Office and Administrative Support Workers	
<b><u>Installation, Maintenance, and Repair Occupations</u></b>		
	First-Line Supervisors/Managers of Mechanics, Installers, and Repairers	
	Maintenance Workers, Machinery	
	Helpers--Installation, Maintenance, and Repair Workers	
	Installation, Maintenance, and Repair Workers, All Other	
<b><u>Production Occupations</u></b>		
	First-Line Supervisors/Managers of Production and Operating Workers	
	Assemblers and Fabricators	
	Machinists	
	Welders, Cutters, Soldiers and Braziers	

	CLASSIFICATION	AVERAGE SALARY\$
	ADDITIONAL JOB CLASSIFICATIONS NOT PREVIOUSLY LISTED (Add additional sheet if needed)	See Att. B
1.		
2.		
3.		
4.		
5.		
6.		

Christine Guthrie  
Signature of Applicant

Christine Guthrie  
Printed Name

OHIO  
STATE OF ~~FLORIDA~~  
COUNTY OF HOMES

Sworn to (or affirmed) and subscribed before me this 28<sup>th</sup> day of Feb, 2012, by (name of person making statement).

My commission expires: 9/28/16

(NOTARY SEAL)

Susan Allen  
NOTARY PUBLIC



SUSAN ALLEN  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 2016

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

	CLASSIFICATION	AVERAGE SALARY\$
	ADDITIONAL JOB CLASSIFICATIONS NOT PREVIOUSLY LISTED <i>(Add additional sheet if needed)</i>	See ATT-B
1.		
2.		
3.		
4.		
5.		
6.		

Christine Guthrie  
Signature of Applicant

Christine Guthrie  
Printed Name

OHIO  
STATE OF ~~FLORIDA~~  
COUNTY OF HAMES

Sworn to (or affirmed) and subscribed before me this 28<sup>th</sup> day of Feb, 2012, by (name of person making statement).

My commission expires: 9/28/16

(NOTARY SEAL)

Susan Allen  
NOTARY PUBLIC



SUSAN ALLEN  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 2016

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

Attachment  
A

LINE 10 - Office Furniture & Office Machines & Library	Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition	Original Installed Cost	Appraiser's Use Only Condition
23	OFFICE FURNITURE							
23	NEW OFFICE FURNITURE							
23	FURNITURE FOR FRONT OFFICE - DESK, TABLE, CHAIRS		12090	2/6/1988	-	X	52,088.79	
17	Security / Surveillance system, alarm wide, Infrared & camera		12092	3/26/1988	-	X	25,309.00	
14	DESK, DOUBLE END 66X20X, HANDBOOK & HIGH BACK CHAIR WITH ARMS		12248	6/21/1994	-	X	2,652.85	
13	CHAIRS (2) AND 11MM-HOOGANT GRENZENZA FOR REG. FINANCE		12383	11/17/1987	-	X	80,525.80	
13	Security camera, add (3) to existing at shipping docks		13285	5/11/1988	-	X	761.14	
12	Security, red las (4) cameras, (2) card swipe door locks		12478	6/11/1988	-	X	9,056.92	
11	Time Clock, employees Basic 460		12672	4/12/2000	-	X	28,877.63	
7	2 - NOISE MASKING SYSTEM - ARMASTRON TR-230 PROCESSOR/MIXER W/21 - 2X2 OPTIMAL SPK		13266	9/13/2000	2,990.02	X	1,859.13	
7	PHONES FOR BUILDING EXPANSION, AVAYA 24 PORT DIGITAL FOR BCS		13164	1/12/2004	-	X	7,831.02	
7	MAINFRAME ICE MACHINE WITH NEW ICE BIN AND WATER FILTER		13164	1/12/2004	1,354.75	X	8,059.46	
7	DESK, DELUXE SHOP GRAY (17) FOR HARDWARE		13159	12/1/2004	3,703.32	X	1,029.22	
7	COMPUTER CABINET (3) FOR HARDWARE		13160	12/1/2004	472.92	X	3,126.27	
7	CHAIRS, STEEL (4) FOR HARDWARE		13161	12/1/2004	1,456.51	X	736.70	
7	REFRIG AND (2) MICROWAVE OVENS FOR HARDWARE		13162	8/12/2005	353.90	X	27,944.44	
6	REPLACEMENT FURNITURE (VAN) SEE NOTES FOR DETAILS		13277	10/12/2005	14,454.93	X	3,219.63	
6	DUPPLICATING MACHINE, RZ 220 LEGAL, SIZED DUPLICATOR W/STAND		13302	10/12/2005	-	X	2,140.63	
6	PHONE SYSTEM, UPGRADE AVAYA DEFINITY TELEPHONE SYSTEM - PBX		13308	10/12/2005	-	X	41,184.93	
6	COPIER, DIGITAL COPIER/PRINTER, KM-2550		13338	10/12/2005	1,139.51	X	2,413.37	
6	TIME CLOCK, KRONOS 480F 512K W/NET INA		13338	9/12/2006	-	X	2,413.37	
5	COPIER, RICOH AF1515MF		13358	9/12/2006	-	X	3,588.37	
5	PROJECTOR, DELL ST081P DLP PROJECTOR		13408	11/12/2006	-	X	2,413.37	
5	COPIER, RICOH CTR AF1515MF		13416	11/12/2006	-	X	12,876.00	
5	COPIER, RICOH CTR AF1515MF		13454	12/12/2006	-	X	2,413.37	
5	COPIER, RICOH CTR AF1515MF		13455	11/2/2008	624.00	X	3,120.00	
3	RZ220 DUPLICATOR		13588	11/2/2008	416.84	X	2,083.27	
3	RIC COPIER MP1615SPF		17658	1/12/2008	-	X	2,539.00	
10	PRINTER, LABEL, SATO CL608		10080	6/30/2007	-	X	2,539.00	Transferred in
10	Dell Laser Printer 5330dn		10081	6/30/2007	-	X	2,539.00	Transferred in
5	COPIER, RICOH CTR AF2224C		10084	10/31/2009	630.10	X	1,145.73	Transferred in
15	Fax Machine		10152	12/12/2006	-	X	-	Transferred in
11	CANON 9300S LASER FAX MACHINE		10181	7/21/1996	-	X	5,363.60	Transferred in
11	FAX MACHINE FOR PURCHASING DEP		10234	6/30/2000	-	X	2,217.04	Transferred in
11	FAX MACHINE		10235	9/30/2000	-	X	2,217.04	Transferred in
11	FAX MACHINE		10236	12/31/2000	-	X	2,191.35	Transferred in
11	FAX MACHINE		10237	12/31/2000	-	X	2,191.35	Transferred in
10	Label printer for 280 line		10238	11/12/2001	-	X	2,191.35	Transferred in
9	Telex - 3 Label Printers		10248	12/31/2002	-	X	2,340.00	Transferred in
9	Georgia - 4 Label Printers		10250	12/31/2002	-	X	5,413.62	Transferred in
6	LASER JET PRINTER		10292	9/30/2005	425.50	X	5,856.92	Transferred in
4	Printer - ibebs		10290	10/31/2007	-	X	2,161.93	Transferred in
4	Dell Laser Printer 5330dn		10291	10/31/2007	-	X	2,161.93	Transferred in
2	Dell Laser Printer 5330dn		10299	10/31/2009	630.10	X	1,145.73	Transferred in
2	KONICA MINOLTA COPIER		10303	10/31/2009	6,907.18	X	1,145.73	Transferred in
2	KONICA MINOLTA COPIER		10304	10/31/2009	5,840.82	X	10,619.60	Transferred in
2	KONICA MINOLTA COPIER		10381	10/31/2009	-	X	10,619.60	Transferred in
LINE 11 - EDP Equipment, Computers, Word Processors					41,984.93		409,051.64	
7	SYMBOL EQUIPMENT FOR HARDWARE BARCODE PROJECT (3 OF THEM)		13044	1/12/2004	-	X	4,983.13	
7	PC, DELL INSPIRON 5100, 15.1 XGA, 2.66GHZ,P4		13045	1/12/2004	-	X	2,754.18	
7	LAPTOP, DELL INSPIRON 5100, 15.0 XGA, 2/4 GHZ, P4		13063	1/12/2004	-	X	2,699.69	
7	VIDEOLET DOOR PANEL, PRINTER FOR THE FOAMLINE, XL2000 OPAQUE		13062	3/12/2004	-	X	3,385.19	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 2.8GHZ		13082	4/12/2004	-	X	12,003.16	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13083	4/12/2004	-	X	3,007.66	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ (SEE #1246)		13085	5/12/2004	-	X	3,660.95	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13070	5/12/2004	-	X	1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13071	5/12/2004	-	X	1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13072	5/12/2004	-	X	1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13073	5/12/2004	-	X	1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13074	5/12/2004	-	X	1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13076	5/12/2004	-	X	1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13077	5/12/2004	-	X	1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13078	5/12/2004	-	X	1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13079	5/12/2004	-	X	1,485.69	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13079	5/12/2004	-	X	1,485.69	
7	PC, DELL PRECISION WORKSTATION 650 MINI-TOWER 3.06 GHZ, XEON PROCESSOR W/ 1MB L3		13091	5/12/2004	-	X	7,552.98	
7	LAPTOP, DELL LATITUDE D525, 1.50 GHZ, PENTIUM M, 15.0 XGA		13100	5/12/2004	-	X	2,481.72	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13102	5/12/2004	-	X	3,423.05	
7	PC, DELL DIMENSION 8300 SERIES, INTEL, PENTIUM 4 PROCESSOR AT 3.0GHZ		13108	5/12/2004	-	X	1,485.69	

Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition		Original Installed Cost	Appraiser's Use Only Condition
					Good	Poor		
PC, DELL OPTIPLEX WORKSTATION 650 MINI TOWER, 3.06GHZ, XEON	7	13110	5/12/2004	-	X		7,592.98	
LAPTOP DELL LATITUDE D605 1.50 GHZ, PENTIUM M 15.0 XGA	7	13293	5/12/2004	-	X		2,746.92	
PC, DELL DIMENSION 8590 SERIES, INTEL PENTIUM 4 PROCESSOR AT 3.0 GHZ	7	13292	5/12/2004	-	X		1,476.31	
PC, DELL DIMENSION 8590 SERIES, INTEL PENTIUM 4 PROCESSOR AT 3.0 GHZ	7	13298	5/12/2004	-	X		15,326.25	
PC, DELL PRECISION WORKSTATION 650 MINI TOWER, 3.20GHZ, XEON PROCESSOR W/ 1MB US	7	13080	7/12/2004	-	X		6,426.52	
LAPTOP DELL LATITUDE D605 1.50 GHZ PENTIUM M 15.0 XGA, ENGLISH	7	13108	7/12/2004	-	X		3,942.93	
DELL PREC WORKSTATION M60, INTEL P4M PROCESSOR 1592.00 GHZ	7	13095	8/12/2004	-	X		4,455.70	
LAPTOP DELL LATITUDE D605, PENTIUM M 725 (1.8GHZ) 15.0 XGA	6	13113	1/12/2005	-	X		12,155.02	
PC, DELL OPTIPLEX GX280 PENTIUM 4 3.00 GHZ W/ OFFICE PRO	6	13207	1/12/2005	-	X		2,813.47	
PC, DELL OPTIPLEX GX280 PENTIUM 4 3.00 GHZ W/ OFFICE PRO	6	13218	1/12/2005	-	X		2,789.74	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ W/ OFFICE PRO 2003	6	13220	4/12/2005	-	X		2,789.74	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ W/ OFFICE PRO 2003	6	13224	5/12/2005	-	X		1,445.94	
ROUTER CISCO VPN SMARTNET W/SECURITY BUNDLE	6	13312	5/12/2005	-	X		1,546.84	
MSA ENTERPRISE FILTER SERVER	6	13312	5/12/2005	-	X		5,845.40	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ W/ OFFICE PRO 2003	6	13312	5/12/2005	-	X		3,192.00	
BRIDGE CISCO AIRONET 350 SERIES WIRELESS BRIDGE W/ CISCO CATALYST 2950	6	13228	6/12/2005	-	X		1,444.65	
PC, DELL OPTIPLEX GX280 P4 3.00 GHZ	6	13233	6/12/2005	-	X		2,375.84	
PC, DELL OPTIPLEX GX280 P4 3.00 GHZ	6	13251	7/12/2005	-	X		2,984.00	
PC, DELL OPTIPLEX GX280 P4 3.00 GHZ	6	13253	8/12/2005	-	X		1,197.58	
PC, DELL OPTIPLEX GX280 P4 3.00 GHZ	6	13254	8/12/2005	-	X		1,197.58	
PC, DELL OPTIPLEX GX280 P4 3.00 GHZ	6	13255	8/12/2005	-	X		1,197.58	
LAPTOP LATITUDE D605, PENTIUM M 725 W/ OFFICE PRO 2003 & BACKPACK	6	13256	8/12/2005	-	X		1,197.58	
PC, DIMENSION 4600 SERIES, FOR USE WITH BARCODING SYSTEM (1442-1449)	6	13256	8/12/2005	-	X		2,438.46	
PC, DIMENSION 4600 SERIES, FOR USE WITH BARCODING SYSTEM (1441-1449)	6	13258	8/12/2005	-	X		1,528.23	
SWITCH CISCO CATALYST 48 PORT SWITCH, FOR USE WITH BARCODING SYSTEM (1441-1449)	6	13259	8/12/2005	-	X		1,528.23	
SCANNER REFURB PDI842 SCANNER FOR USE WITH BARCODING SYSTEM (1441-1449)	6	13291	8/12/2005	-	X		4,013.12	
SCANNER REFURB PDI842 SCANNER FOR USE WITH BARCODING SYSTEM (1441-1449)	6	13292	8/12/2005	-	X		2,060.60	
SCANNER REFURB PDI842 SCANNER FOR USE WITH BARCODING SYSTEM (1441-1449)	6	13293	8/12/2005	-	X		2,060.60	
SCANNER REFURB PDI842 SCANNER FOR USE WITH BARCODING SYSTEM (1441-1449)	6	13294	8/12/2005	-	X		2,060.60	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ W/ OFFICE PRO 2003	6	13295	8/12/2005	-	X		4,119.19	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ W/ OFFICE PRO 2003	6	13296	8/12/2005	-	X		4,118.52	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ W/ OFFICE PRO 2003	6	13297	8/12/2005	-	X		4,462.43	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ W/ OFFICE PRO 2003	6	13300	9/12/2005	-	X		4,185.00	
LAPTOP LATITUDE D610, PENTIUM M 730 W/ REFLECTIONS AND OFFICE PRO 2003	6	13303	10/12/2005	-	X		2,859.73	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ	6	13305	10/12/2005	-	X		2,801.80	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ	6	13310	10/12/2005	-	X		2,468.13	
PC, OPTIPLEX GX280 PENTIUM 4 3.00 GHZ	6	13311	10/12/2005	-	X		2,468.13	
LAPTOP DELL LATITUDE D610, PENTIUM M, W/ OFFICE PRO 2003 & BACKPACK	6	13312	10/12/2005	-	X		3,378.73	
LAPTOP DELL LATITUDE D610, PENTIUM M, W/ OFFICE PRO 2003 & BACKPACK	6	13316	12/12/2005	-	X		2,151.30	
PC, OPTIPLEX GX620 PENTIUM WILL TRASHARP FLAT PANEL BACKUPS	6	13317	12/12/2005	-	X		5,524.42	
LAPTOP LATITUDE D610, AT 1.8500 GRAPHICS W/ OFFICE PRO 2003	6	13319	12/12/2005	-	X		2,858.37	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	6	13321	12/12/2005	-	X		2,858.38	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	6	13324	12/12/2005	-	X		4,287.35	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	6	13333	12/12/2005	-	X		1,519.82	
LAPTOP DELL LATITUDE D610 PENTIUM M 770 W/ OFFICE PRO 2003	6	13335	12/12/2005	-	X		1,519.82	
DISKSPACE ADDITIONAL UPS CAPACITY FOR DELL BACKUPS	5	13348	9/12/2006	-	X		3,378.33	
DELL PRECISION 380 W/QUADRO GRAPHICS & OFFICE PRO 2003	5	13353	9/12/2006	-	X		2,649.45	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13358	9/12/2006	-	X		5,464.60	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13359	9/12/2006	-	X		1,474.39	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13356	9/12/2006	-	X		1,474.40	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13355	9/12/2006	-	X		1,474.34	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13361	9/12/2006	-	X		1,474.35	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13363	9/12/2006	-	X		1,474.38	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13364	9/12/2006	-	X		1,474.38	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13365	9/12/2006	-	X		1,483.01	
PC, DELL OPTIPLEX GX620 - MICROCALL	5	13367	8/12/2006	-	X		1,483.01	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13368	9/12/2006	-	X		1,513.03	
LAPTOP DELL LATITUDE D610, W/ OFFICE PRO 2003	5	13370	9/12/2006	-	X		1,503.77	
DELL PRECISION M60, W/ OFFICE PRO 2003	5	13371	9/12/2006	-	X		1,479.69	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13375	9/12/2006	-	X		3,312.81	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13400	10/12/2006	-	X		5,951.34	
SERVER DELL EMC CX300, W/ RACK & EQUIPMENT	5	13409	1/12/2006	-	X		1,455.47	
SERVER DELL EMC CX300, W/ RACK & EQUIPMENT	5	13410	1/12/2006	-	X		33,190.03	
PC, DELL OPTIPLEX GX620 W/ OFFICE PRO 2003	5	13422	1/12/2006	-	X		33,190.03	
OS/CE PE-511-49	5	13424	1/12/2006	-	X		1,673.55	
SERVER 800MHZ FRONT SIDE BUSE FOR POWEREDGE 2850	5	13426	1/12/2006	-	X		9,986.84	
LAPTOP DELL PRECISION 380 CONVERTIBLE, W/ OFFICE PRO 2003	5	13427	1/12/2006	-	X		7,804.07	
LAPTOP DELL LATITUDE D610, W/ FLAT PANEL & OFFICE PRO 2003	5	13429	1/12/2006	-	X		4,825.55	
LAPTOP DELL LATITUDE D610, W/ FLAT PANEL & OFFICE PRO 2003	5	13430	1/12/2006	-	X		3,078.75	
LAPTOP DELL LATITUDE D610, W/ OFFICE PRO 2003	5	13431	1/12/2006	-	X		3,038.42	



Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition	Original Installed Cost	Appraiser's Use Only
					Good Avg Poor		Condition
SECTION HANDLING SVST	22	12044	7/1/89	-	X	257,439.64	
COMPRESSOR - 75 HP	21	12047	9/29/89	-	X	14,195.00	
REVERSE HANDLE (MOLD)ADJ EJECTOR	21	12051	9/29/89	-	X	9,650.00	
SHEAR DOOR MACHINE (REPAIR)	21	12432	6/17/90	-	X	8,903.00	
SCRAP CHOPPER	21	12636	8/28/1990	-	X	11,815.00	
RETRORFLECTO WAIR BRAKE	21	12056	1/16/1990	-	X	8,000.00	
POWERED CONVEYOR ROLLER GAINTY	21	12059	1/17/1991	-	X	2,152.21	
DC MOTOR	21	12065	1/17/1991	-	X	6,086.00	
LUBRICATION EQUIPMENT	20	12061	1/22/1991	-	X	4,634.28	
30X30 AIR COMPRESSOR	20	12067	2/27/1991	-	X	8,386.00	
INSTALL SPRINKLER AIR COMP	20	12069	3/6/1991	-	X	1,500.00	
EX30146 CONICAL GEAR	20	12086	9/17/91	-	X	3,500.00	
EX30146 CONICAL GEAR	20	12086	9/17/91	-	X	62,707.88	
K 24 STEEL DOOR LINE	20	12081	4/17/91	-	X	74,367.00	
CLINTON ROLL FORMER	20	12063	4/4/1991	-	X	1,325.00	
MOD 62 TRSM - JACK	20	12072	4/26/1991	-	X	17,459.00	
UG 1643 LATHE & ACCESS	20	12078	7/1/1991	-	X	7,486.69	
75 HP COMPRESSOR	20	12074	10/20/1991	-	X	28,707.00	
DUST COLLECTOR	20	12079	1/18/1991	-	X	1,005.77	
CIRCUIT BREAKER	20	12074	10/20/1991	-	X	14,478.72	
SHARP 17" x 60" LATHE WITH 10" 4 JAW CHUCK	19	11972	4/30/1992	-	X	90,645.00	
Embosser with Roll, ALLOCATED COLLUMBUS P P & E	19	12392	7/1/1992	-	X	21,297.00	
Unloader & Coil Car, ALLOCATED COLLUMBUS P P & E	19	12383	7/1/1992	-	X	19,806.81	
SAFETY EQUIPMENT FOR 8" STAMP PRESS	18	12209	1/17/1993	-	X	6,847.51	
MONITOR SYSTEM, LIQUID LEVEL FOAM TANKS ( 3 )	18	12210	1/17/1993	-	X	19,300.00	
FORCLIFT CAT 1 (BRADBURY) 17250 12500#	18	12178	4/19/1993	-	X	842,899.92	
RETAIENER MILL ( BRADBURY )	18	12207	5/17/1993	-	X	18,914.00	
BALER FOR CARBOARD & LIGHT STEEL	18	12181	6/17/1993	-	X	8,298.00	
D-DEC ENGINE DIAGNOSTIC & PRINTER	18	12205	7/17/1993	-	X	5,580.26	
CABLE CRIMPER, MIRROR MT HOPE & PORTLAND PRODUCT	18	12187	9/17/1993	-	X	3,812.50	
END MILL, VERTICAL 4" FOR MACHINE SHOP	18	12198	9/17/1993	-	X	1,703.58	
SCREW GUNS, AUTOMATIC	18	12221	12/17/1993	-	X	14,300.00	
RADIAL ARM SAW, DEMALT	18	12222	12/17/1993	-	X	1,725.00	
RIVET MACHINE	17	12232	1/4/1994	-	X	6,040.00	
LATHE & UPGRADE MILL MACHINERY FOR ANTI-FINCH	17	12246	1/17/1994	-	X	8,298.00	
AUTOMATIC SCREW GUN	17	12233	1/18/1994	-	X	5,580.26	
AUTOMATIC SCREW GUN	17	12234	1/18/1994	-	X	3,812.50	
RETAIENER MILL AND EQUIPMENT (BRADBURY)	17	12231	2/17/1994	-	X	28,762.90	
WALK IN FREEZER	17	12235	2/27/1994	-	X	28,990.00	
Bandier, Interblade	17	12228	3/27/1994	-	X	18,583.95	
Press Brake, 135ton, chinchall models, sams7524 (firm worst)	17	12434	5/25/1994	-	X	4,171.94	
PRESS, RAISED PANEL 9/5 TON, WITH (2) DISS	17	12434	5/25/1994	-	X	39,249.68	
Stork Shearblow, Foam Mach for www 135 ton multiple punch press	17	12435	5/25/1994	-	X	1,866.60	
SPRING RACK ASSEMBLY FOR 2' DRUM	17	12640	5/26/1994	-	X	3,498.96	
RUDO SERIK #150	17	12234	9/17/1994	-	X	27,074.25	
INTERLUKE BANDERS FOR K24 LINE #310L	17	12263	9/30/1994	-	X	26,383.66	
GAS FIRED INFRARED SPACE HEATERS	16	12272	3/8/1995	-	X	7,000.00	
POWER FORK LIFT SPREADERS	16	12273	3/16/1995	-	X	23,236.28	
Carves, 50N ( 3 ) ea, including skidwork	16	12288	4/3/1995	-	X	61,606.88	
Saw, panel cutting system, anti-splint upgrade	16	12292	4/17/1995	-	X	3,921.50	
DIGITAL STORAGE OSCILLOSCOPE - FROM WOMINE	16	12488	5/17/1995	-	X	121,773.97	
BRIDGE CRANE, 14 TON	16	12274	5/17/1995	-	X	38,917.44	
Saw, panel cutting system, anti-splint upgrade	16	12290	8/21/1995	-	X	5,500.00	
Roller assembly machine, manual, assembly uses washer	16	12290	9/19/1995	-	X	22,750.00	
AUTOMATED RETAINER ASSEMBLY MACHINE	16	12278	9/26/1995	-	X	10,440.44	
Semi-automatic part unloader, retainer line	16	12278	9/26/1995	-	X	6,000.00	
Air compressor, rotary, suilair (td from Roseburg)	16	12289	10/26/1995	-	X	5,000.00	
Semi-automatic part unloader, retainer line	15	12433	12/17/1995	-	X	12,822.31	
Press, hydraulic cut-off, Westwood Machine & Tool	15	12326	1/17/1996	-	X	2,481.00	
Spectrum Analyzer, HP# 141T / 85528 / 85548 - FROM WOMINE	15	13239	2/17/1996	-	X	1,200.00	
Oscilloscope, TEK Model 468, portable, ( used )	15	12500	5/17/1996	-	X	16,221.77	
Heatmill drive system, (d drive start gears, sprockets chain brgs	15	12503	6/17/1996	-	X	2,822.35	
Test Equipment, PLC to cycle operator for reliability	15	12502	7/17/1996	-	X	24,271.23	
For truck, TOM electric, mod F0815E3, sn AZ7E00227 - FROM WOMINE	15	12504	9/17/1996	-	X	3,920.00	
Fixtures, staling blocks, foam stop	15	12567	9/17/1996	-	X	2,823.12	
Engineering lab up-grade, tools & test equipment - FROM WOMINE	15	12596	9/30/1996	-	X	9,250.00	
Strut, Vizard Machine, Lamtech, mod Q Series, ser# 002728	14	12457	1/17/1997	-	X	24,024.00	
Lot-Kit, Catalyst, GP25LP, ser# 05AAM0908	14	12342	2/17/1997	-	X	33,279.61	
Air drivers, reetainer tank, processor & control valves...	14	12332	3/17/1997	-	X	85,468.58	
Assembly Line, DES200 Curtain Doors	14	12388	6/17/1997	-	X	6,950.00	
Tooling, feed screws, expansion, 75mm, foamstop...	14	12389	6/17/1997	-	X		

IDLE

IDLE

IDLE



Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition	Original Installed Cost	Appraiser's Use Only Condition
Foam Line, modify up-grade, reduce change over-time	14	12389	9/7/1987	-	X	7,957.42	
Press, controls from 6667-011 transferred to 6666-032 (1389099)	14	12452	9/7/1987	-	X	58,419.21	
Cass Sealing Machine Semi-automatic, 3m 200a spec and 3195-200a - FROM WOMANE	14	12509	9/7/1987	-	X	4,080.00	
Router system, window cut-outs, 3p	14	12386	11/17/1997	-	X	11,363.30	
Oven conveyor / roller system, conveyor 25	14	12394	11/17/1997	-	X	34,393.43	
Slit line, automatic bending & gluing, 3p	14	12395	11/17/1997	-	X	144,985.96	
Test Equipment, Spectrom Analyzer, B & K model 2520a - FROM WOMANE	14	12391	12/1/1987	-	X	15,500.00	
Welders, single point, heat-into, PVC frames	14	12383	3/7/1988	-	X	2,127.00	
Rolling, floorhub doors and hardware frames	14	12402	3/7/1988	-	X	17,773.43	
Foam Line, oven heater control, convert 220V to 110V, gas valve	13	12460	4/17/1988	-	X	8,240.00	
Seal, Delta radiu arm with slit roller conveyor (8' rim width)	13	12453	5/6/1988	-	X	1,727.00	
FORKLIFT, Cat, mod 130E, ser# 2N1D01107	13	12410	6/7/1988	-	X	8,240.00	
FORKLIFT, Cat, mod 130E, ser# 2N1D03827	13	12411	6/7/1988	-	X	8,240.00	
FORKLIFT, Cat, mod GP25, ser# 05A091372	13	12412	6/7/1988	-	X	17,896.00	
Facilities, modify to boost production of pinch resistant door	13	12415	7/1/1988	38,803.87	X	227,850.44	
Rollers, assembly & conveyor area, coat with telon	13	12415	7/1/1988	-	X	7,029.00	
Test Equipment, Quality Assurance & Inspection - FROM WOMANE	13	12512	7/1/1988	-	X	2,125.39	
Hot Melt Machine, Nordson MC4420, pinch resist rub strip	13	12423	8/7/1988	-	X	62,134.23	
Press, Toledo, OBI #4, used	13	12440	10/17/1988	-	X	4,700.00	
Glue Packaging Line, automatic, network final assembly line, FOI	13	12439	12/17/1988	13,350.00	X	176,651.22	
PACKING, FOR RAW & FINISHED GOODS - ENTRY DOORS	13	12486	12/15/1988	-	X	3,721.90	
Presses, up-grade mechanical presses tr from worst	12	12481	1/17/1989	2,585.52	X	40,629.42	
Presses, up-grade mechanical presses tr from worst	12	12483	1/17/1989	-	X	11,951.67	
K-24 Line, drive & controls, feed length up-grade	12	12484	1/17/1989	-	X	11,951.67	
Press, Toledo, OBI #4, used, rebuild / up-grade	12	12461	6/7/1989	3,217.65	X	34,962.59	
Foam Mix / Application system, mod 9400, one part urethane	12	12462	6/7/1989	59,999.16	X	215,902.48	
High Speed Machine, Place & screw end hinges, foamcore II	12	12465	6/7/1989	68,572.14	X	4,876.30	
Foam Application change to POLYOL, new pumps, filters, valves	12	12485	8/7/1989	4,582.44	X	12,500.00	
FORKLIFT, Mitsubishi Mod FG308, ser# AF13D30465	12	12489	8/7/1989	5,289.06	X	23,277.01	
FORKLIFT, LANDOLL - ID#892850 - S/N#84090701084	12	12583	9/6/1989	-	X	54,135.00	
SPRINKLER SYSTEM IN THE NEW FLOW THROUGH RACKS	12	12582	9/26/1989	-	X	17,510.00	
BLISS PRESS, 300 TON USED - FOR 8000 PAN DOOR LINE - S/N #H69601	12	12584	10/26/1989	56,885.78	X	149,295.78	
Foam Metering Equipment, install (inside & outside lab)	12	12463	11/26/1989	12,917.28	X	80,393.70	
ForKTruck Sand mod B40E180D, 48 volt narrow base, 4,000#	12	12613	11/26/1989	7,218.00	X	54,135.00	
Rolling, vehicle, phases 1 and 2 8" stress, dealer peak system	11	12614	11/26/1989	7,114.80	X	42,336.16	
Foam Line, replace paper and steel heaters and controls	11	12615	11/26/1989	8,640.88	X	51,413.89	
Grinder, straddle Kent Auto, 12' X 24', mod KGS-85-411D	11	12635	11/26/1989	-	X	20,000.00	
Scrubber / Sweeper for manufacturing area	11	12617	4/12/2000	6,227.38	X	41,056.56	
Lifttruck CAT, 6,000lb, mod GP29, ser# 07A003197	11	12622	4/12/2000	865.56	X	19,957.00	
BOX SEALING MACHINE UPGRADE	11	12623	4/12/2000	-	X	12,680.70	
Foam Line CHEMICAL METERING SYSTEM, RE POLYOL	11	12687	4/30/2000	392.78	X	9,425.42	
Saw, FoamLine Panel saw-motors for traversing sys unit 1 of 2	11	12684	6/7/2000	1,321.27	X	28,425.69	
Saw, FoamLine Panel saw-motors for traversing sys unit 2 of 2	11	12624	6/7/2000	-	X	21,929.51	
Test Frame, water seal air infiltration, window curtain	11	12625	6/7/2000	-	X	11,929.51	
Rolling Mill, 3' U-Belt, Quantum Trail, horizontal angle	11	12685	8/25/2000	370.76	X	11,122.43	
Foam Line, saw, monitor touch screen, operators saw interface	11	12670	8/25/2000	99,419.67	X	285,165.32	
Foam Line, P/LC INFARED SHIELD ON STEEL, PREHEAT SYS	11	12687	8/28/2000	1,087.11	X	14,494.89	
SPECTROPHOTOMETER COLOR VERIFICATION DR PARTS	11	12688	9/12/2000	-	X	3,909.22	
Milling Machine, Biddipont, factory overhaul	11	12686	10/18/2000	262.12	X	3,485.00	
Rollformer up-stream control system	11	12684	11/12/2000	-	X	6,707.00	
REPAIRS TO DRIVE SYSTEM CHAIN, SPROCKETS, ETC ON FCII PRODUCTION LINE	11	12688	11/12/2000	75,222.05	X	6,891.00	
REPAIR/REPLACE BRAKE & OPERATIONAL PARTS FOR OVERHEAD CRANES	10	12685	2/15/2001	1,031.72	X	209,298.89	
DRIVE ROLLS, UPPER & LOWER ON DOOR LINE SERVO	10	12696	2/15/2001	-	X	8,843.13	
REMAINER LINE CONTROLLER, REPLACEMENT	10	13244	6/7/2001	-	X	4,653.46	
CONVERTORS TO UPGRADE 300 TON PRESS	9	12700	7/12/01	11,302.46	X	45,899.76	
FOAMCORE LAMINATING OVEN CONVEYOR BELT REPLACEMENT	7	13091	3/15/2002	57.55	X	3,107.69	
NORSON FOAM MIX 9400 PARTS (SEE ASSET #899)	7	13082	11/12/004	11,972.49	X	29,320.83	
IN FEED ROLLER SET (UPPER AND LOWER FEED ROLL) ON RAISED PANEL PRESS	7	13115	11/12/004	1,909.08	X	16,508.14	
SHEETING MACHINE 96' EZ SHEETER W/ NOTCHING UNIT 110V-100 PSI	7	13051	3/7/2004	4,516.00	X	4,516.00	
BENDI 640 UP POWERED LIFT TRUCK, 48KCS0180289	7	13051	3/7/2004	18,708.62	X	71,980.00	
GRAMAULT APPLICATION MACHINE (ALSO SEE ASSET#1871)	7	13084	7/12/004	609.92	X	40,312.50	
SERVO FEED UNIT & CONTROLS (BUILT IN HOUSE)	7	13096	7/12/004	18,194.91	X	2,815.00	
WIND CHAMBER IMPROVEMENTS (SEE ASSET #969)	7	13099	7/12/004	37,620.05	X	36,947.85	
MEZZANINE (MODEL 37 PR LINE ASSEMBLY LINE) 50 X 40 280PSF W/2 SWING GATES	7	13153	9/12/004	48,770.41	X	6,024.42	
MODEL 420 DOUBLE WIDE TELESCOPING ROLLFORMER/ROLL TOOLING	7	13159	9/12/004	396,174.59	X	576,136.62	
AUTOMATED GLUING SYSTEM (MODEL 37 PR ASSEMBLY LINE)	7	13130	9/12/004	75,703.57	X	670,220.15	
ARO PUMP (MODEL 37 PR LINE ASSEMBLY LINE)	7	13131	9/12/004	3,589.07	X	109,981.00	



Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition	Original Installed Cost	Appraiser's Use Only
					Good Avg Poor		Condition
EASTMAN ECG CONVEYOR CUTTING SYSTEM W/ EXAL LABEL - PE# 1647	5	13385	9/1/2006	203,588.33	X	298,975.93	
1/2 SET SPARE CUTTERS	5	13386	9/1/2006	5,953.84	X	12,501.09	
THOMSON LINEAR GUIDE ASSY W/ RAILS & BLOCKS	5	13387	9/1/2006	2,665.33	X	5,713.58	
PZ348D ADVANCE LIFT TABLE - 30 X 72	5	13388	9/1/2006	2,716.25	X	5,820.54	
TOP COVER FAB FOR GLAZING UNIT	5	13389	9/1/2006	1,361.00	X	2,959.29	
GLAZING MACHINE W/ 12 VIBRATORY PRE-FEEDER HOPPERS	5	13390	9/1/2006	118,876.76	X	174,574.24	
PRESS CONTROL SYSTEM GUIDE RAIL SYSTEM - PE# 1948	5	13391	9/1/2006	223,096.25	X	327,693.84	
DN1541 JUKI SINGLE FOOT SEWING MACHINE	5	13392	9/1/2006	3,090.73	X	6,623.00	
DN1541 JUKI SINGLE FOOT SEWING MACHINE	5	13393	9/1/2006	3,090.73	X	6,623.00	
ALUMINUM EXTRUSION CUTTING EQUIPMENT	5	13394	9/1/2006	3,090.73	X	6,623.00	
SEVEN HYDRAULIC PRESSES IN TRACK DEPARTMENT	5	13395	9/1/2006	82,352.45	X	120,938.64	
HYDRAULIC SYSTEM FOR PRESSES WITH REE PALM BUTTON STATIONS	5	13396	9/1/2006	6,799.33	X	14,570.00	
SMARTWELT MODEL 90A HEAVY DUTY CONTROL DAMPER	5	13397	10/1/2006	47,395.45	X	69,895.45	
POWERFLEX DRIVE W/ DANCE NET	5	13401	10/1/2006	2,175.91	X	4,580.83	
5400L P ADVANCE CAPTOR SCRAPER/SEWER	5	13402	11/1/2006	28,465.35	X	8,121.03	
TMO GLN SLU LINE PLATEN STYLE SPOT WELDER	5	13402	11/1/2006	9,898.67	X	40,957.89	
24 POWERROLL PAN	5	13406	11/1/2006	8,898.67	X	20,480.00	
033 LABEL APPLICATOR	5	13411	11/1/2006	7,876.23	X	16,299.63	
033 LABEL APPLICATOR	5	13411	11/1/2006	8,896.98	X	12,863.11	
DV15 VISION SENSOR FOR FABRIC SHIELD GROMMET DETECTION	5	13413	11/1/2006	8,896.98	X	12,863.11	
DV15 VISION SENSOR FOR FABRIC SHIELD GROMMET DETECTION	5	13413	11/1/2006	8,896.98	X	12,863.11	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13415	11/1/2006	3,618.59	X	7,486.76	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13417	11/1/2006	3,618.59	X	7,486.76	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13418	11/1/2006	8,782.96	X	12,698.24	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13419	11/1/2006	8,782.96	X	12,698.24	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13420	11/1/2006	8,782.96	X	12,698.24	
GLUE VALVE UPGRADE	5	13420	11/1/2006	5,356.60	X	12,698.24	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13427	12/1/2006	33,038.14	X	48,125.68	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13429	12/1/2006	3,762.46	X	24,627.00	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13470	12/1/2006	3,762.46	X	24,627.00	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13471	12/1/2006	3,762.46	X	24,627.00	
FORKLIFT TOYOTA 5000# PNEUMATIC - MOD. 7FGU25	5	13472	12/1/2006	3,762.46	X	24,627.00	
MACHINE TO 800 VAGUIA TABLE	5	13473	12/1/2006	7,375.00	X	24,627.00	
NOISE DOWNSPREADER	5	13476	12/1/2006	314.15	X	15,000.00	
TRAVELING RE WELDER TDW 1500 W/ 12 METTER TABLE	5	13482	12/1/2006	102,940.70	X	638.94	
HE-4300 SEMI AUTO BANDER	4	13504	11/1/2007	5,923.79	X	148,405.50	
WELDMENTS, FABRICATION & CARTS - 8000 LINE	4	13505	11/1/2007	3,923.80	X	11,847.59	
LASER SCANNER FOR RE WELDER (SAFETY DEVICE)	4	13506	4/1/2007	11,142.10	X	11,847.59	
LASER SCANNER FOR RE WELDER (SAFETY DEVICE)	4	13518	5/1/2007	1,893.06	X	21,222.05	
LASER SCANNER FOR RE WELDER (SAFETY DEVICE)	4	13519	5/1/2007	1,893.06	X	3,448.24	
EMBOSING ROLL ON 8000 LINE	4	13520	5/1/2007	1,893.06	X	3,448.24	
SAFETY LIGHT CURTAIN - BOX MACHINE	4	13524	9/1/2007	31,963.59	X	41,814.59	
MOVE FIVE DEPARTMENTS INTO PHASE 5 BUILDING	4	17313	12/1/2007	4,208.51	X	5,431.65	
FABRIC SHIELD PULL DOWN PRODUCT ENHANCEMENTS	4	17312	12/1/2007	106,419.41	X	124,282.99	
BUILDING EXPANSION-FREIGHT	4	17382	11/1/2008	43,724.45	X	55,185.18	
LIFT TRUCK TOYOTA 6500# PNEUMATIC	3	17382	11/1/2008	29,376.80	X	47,166.99	
VARIABLE FRICTION MAGIC ARM WITH CAMERA PLATFORM	3	17656	11/1/2008	8,975.67	X	36,875.30	
8000 LINE BAR CODE & LABEL PRINTER	3	17670	11/1/2008	323.87	X	26,927.00	
FOAM LINE CRANE	3	17673	11/1/2008	57,665.69	X	1,844.35	
GROMMETTING MACHINE	3	17682	11/1/2008	3,051.63	X	5,086.65	
EAGLE W-WD-4T WADJUST BACKSTOP+LASER FOR PNEUMATIC PRESS FOR FIELD GROMMETTING	3	17689	11/1/2008	3,808.90	X	6,001.50	
EAGLE W-WD-4T WADJUST BACKSTOP+LASER FOR PNEUMATIC PRESS FOR FIELD GROMMETTING	3	17690	11/1/2008	3,808.40	X	5,514.00	
EAGLE W-WD-4T WADJUST BACKSTOP+LASER FOR PNEUMATIC PRESS FOR FIELD GROMMETTING	3	17705	11/1/2008	16,575.00	X	27,635.00	
WINDLOAD TEST-SECTIONAL PAN DOORS	3	17659	2/1/2009	9,579.97	X	11,790.58	
SAFETY LIGHT CURTAINS-ROLL FORMERS	3	17691	3/1/2009	4,240.05	X	8,969.95	
INSTASHIELDER TOP ASSY 6100 DOOR LINE	3	17691	3/1/2009	5,567.14	X	8,541.31	
ODD884 SPECTROGUIDE SPHERE	3	17661	4/1/2008	43,215.08	X	47,341.81	
FABRIC SHIELD TO RIM CODE	3	17718	4/1/2008	7,286.96	X	11,650.18	
DRIVE FOR RETAINER LINE	3	17585	5/1/2008	5,262.24	X	9,300.60	
DUST COLLECTION UNIT	3	17603	5/1/2008	1,598.94	X	1,713.15	
SLIDING TABLE ATTACHMENT	3	17604	5/1/2008	1,598.94	X	1,713.15	
SAW STOP CABINET SAW	3	17605	5/1/2008	3,766.93	X	7,982.32	
ELECTROMECHANICAL EDGE GUIDE SYSTEM	3	17596	7/1/2008	58,024.45	X	4,095.00	
CLEAR PULLER FOR 8900 LINE	3	17606	8/1/2008	49,171.29	X	63,596.45	
GLAZING DEPARTMENT	3	17589	9/1/2008	29,179.03	X	50,428.48	
DS-350 WINDLOAD TEST	3	17712	9/1/2008	3,011.06	X	35,161.96	
PREFORM HEATERS (4)	3	17755	10/1/2008	17,651.15	X	4,576.59	

IDLE



Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition	Original Installed Cost	Appraiser's Use Only
					Good X Avg Poor		Condition
ROAD Mod 2 Assembly Equip	9	10064	7/12/2002	-	X	1,281,813.00	Transferred in
Track spare parts @ 1X	9	10065	7/12/2002	-	X	2,044.88	Transferred in
Rebuild 2 track mill	9	10066	12/1/2002	-	X	264,757.86	Transferred in
Upgrade Angle Mill	9	10067	12/1/2002	-	X	34,982.84	Transferred in
ROAD Angle Struc Mill	8	10068	3/1/2003	-	X	4,170.04	Transferred in
ROAD track equip spare parts	8	10069	4/1/2003	-	X	28,572.56	Transferred in
Angledeck mill boiling for	8	10070	1/1/2003	-	X	19,700.00	Transferred in
Track Punch-Down-A-C32 30950M2	5	10071	7/31/2006	571.06	X	1,827.23	Transferred in
Track Punch-Scott 61193.315.01	5	10072	7/31/2006	419.55	X	1,342.40	Transferred in
Track Punch-Out Feed Dia. Plate	5	10073	7/31/2006	314.54	X	1,005.00	Transferred in
Rausco Strapping Machine	5	10074	7/31/2006	708.24	X	2,266.48	Transferred in
Barcode Scanner	5	10075	7/31/2006	4,032.79	X	12,905.00	Transferred in
RSS Rail Equipment Modification	5	10076	7/31/2006	59,281.73	X	188,501.53	Transferred in
Barcode Printers	2	10077	11/20/2009	19,702.06	X	27,020.00	Transferred in
CONVEYOR SECTIONS	11	10079	12/31/2000	-	X	4,382.70	Transferred in
PLANT EQUIPMENT	15	10171	7/31/1996	-	X	8,050.00	Transferred in
REWORK YODER PAN MILL	15	10172	7/31/1996	-	X	14,256.00	Transferred in
PUNCH PRESS 60 TON	16	10174	7/31/1996	-	X	63,500.00	Transferred in
ROLLFORMING LINE	18	10175	7/31/1996	-	X	8,375.00	Transferred in
BENDING TOOL EGGS-2	15	10176	7/31/1996	-	X	69,000.00	Transferred in
PLASMA CUTTER-T0110	15	10177	7/31/1996	-	X	1,591.65	Transferred in
Miller Portable Welder	15	10178	7/31/1996	-	X	178.33	Transferred in
ZTRACK BENDING EGGS-	15	10179	7/31/1996	-	X	2,314.13	Transferred in
RACK STORAGE SYSTEM	15	10182	7/31/1996	-	X	1,138.07	Transferred in
10 SETS OF YOKES & SHAFTS	15	10184	7/31/1996	-	X	229,016.80	Transferred in
REWORK BENDER HEAD & EGGS	15	10186	7/31/1996	-	X	25,408.20	Transferred in
ALLUM RACKS (100)	22	10190	5/31/1989	-	X	7,396.68	Transferred in
HARDWARE RACKS	15	10192	7/31/1996	-	X	14,150.27	Transferred in
AUTO STRAPPING MACH	15	10198	7/31/1996	-	X	8,109.70	Transferred in
CABLE TESTING MACH	15	10199	7/31/1996	-	X	1,130.00	Transferred in
JOHNSON 43 TON PRESS	28	10199	3/21/1983	-	X	-	Transferred in
300 FT PALLET RACKS	28	10200	8/31/1983	-	X	-	Transferred in
PNSC-58 BANDERS- 2	15	10201	7/31/1996	-	X	1,040.00	Transferred in
STORAGE BINS FLT # 2	38	10204	6/30/1972	-	X	-	Transferred in
PRESS FOR 3 TRACK-	35	10205	6/30/1976	-	X	-	Transferred in
WATER CHILLER	52	10206	8/30/1976	-	X	-	Transferred in
PNSC-58 COMB TOOL	15	10207	7/31/1996	-	X	480.00	Transferred in
ROLL FORM 26-24-16	15	10208	7/31/1996	-	X	122,020.24	Transferred in
RIVETING MACHINE	15	10209	7/31/1996	-	X	201,000.00	Transferred in
REPR WELDER/MAKE SIS	24	10212	8/31/1987	-	X	-	Transferred in
SPRING SKIDS	24	10213	8/31/1987	-	X	-	Transferred in
KEYWAY MILLING MACH	24	10214	12/31/1987	-	X	-	Transferred in
STORAGE RACKS	15	10215	7/31/1996	-	X	1,330.00	Transferred in
HORIZONTAL BAND SAW	23	10216	8/31/1986	-	X	-	Transferred in
THERM TEMPLATES	19	10217	12/31/1988	-	X	-	Transferred in
WELDING CONTROL	15	10220	7/31/1996	-	X	-	Transferred in
8 STD ROLL FORMER	14	10222	10/31/1997	-	X	2,400.00	Transferred in
Part #086364-0001Z valubar	14	10222	10/31/1997	-	X	11,858.75	Transferred in
SASH ROUTER MACHINE	14	10223	10/31/1997	-	X	8,456.92	Transferred in
REPLACE MOTOR-WAPLEWOOD MILL	14	10224	12/31/1997	-	X	2,409.00	Transferred in
PC FOR OHJ DIBEDT	13	10225	8/31/1998	-	X	178,152.83	Transferred in
5-stand rails on breadby mill	12	10226	4/30/1998	-	X	9,463.04	Transferred in
TRACK BENDING EGGS AND HEAD	12	10227	5/31/1999	-	X	4,065.00	Transferred in
ELECTR BOARD ON SPOT WELDER	12	10228	7/31/1999	-	X	38,396.38	Transferred in
REBUILD RIVET MACHINE	12	10229	12/31/1999	-	X	56,170.93	Transferred in
RACKING	11	10230	2/29/2000	-	X	36,919.28	Transferred in
MODEL 8200 SWEEPER/SCRUBBER	11	10233	4/30/2000	-	X	6,766.02	Transferred in
Door Part (Makeup) Assets	11	10233	5/31/2000	-	X	67,881.42	Transferred in
Barcode Scanners	11	10239	12/31/2000	-	X	6,422.47	Transferred in
Barcode Access Point/Calling	11	10240	12/31/2000	-	X	29,950.00	Transferred in
SPRING PLUG INSTALLATION MACH-I	10	10241	3/31/2001	-	X	13,727.93	Transferred in
CARTS FOR BOTTOM BAR LINE	10	10242	5/31/2001	-	X	32,898.40	Transferred in
RACKS FOR HARDWARE DEPT	10	10244	7/31/2001	-	X	148,110.47	Transferred in
AUTOMATE STRUT PUNCHING	10	10245	8/31/2001	-	X	556,695.00	Transferred in
Track rollformer	9	10247	7/1/2002	-	X	27,174.55	Transferred in
Bottom Bar Assembly Line	9	10248	12/31/2002	-	X	425,473.00	Transferred in
Section Steel System	9	10251	12/31/2002	-	X	52,430.00	Transferred in
CONVEYOR SYSTEM FOR GLAZING	7	10252	12/31/2002	252.48	X	4,847.30	Transferred in
1 BAR CODE SCANNER	7	10253	6/30/2004	-	X	1,363.13	Transferred in
1 BAR CODE SCANNER	7	10255	8/31/2004	-	X	1,363.13	Transferred in

Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition		Ordinal	Installed Cost	Appraiser's Use Only Condition
					Good	Avg			
1 BAR CODE SCANNER	7	10257	8/31/2004	-	X		1,263.13	Transferred in	
1 BAR CODE SCANNER	7	10258	8/31/2004	-	X		1,263.13	Transferred in	
1 BAR CODE SCANNER	7	10259	8/31/2004	-	X		1,263.13	Transferred in	
1 BAR CODE SCANNER	7	10260	8/31/2004	-	X		1,263.13	Transferred in	
1 BAR CODE SCANNER	7	10261	8/31/2004	-	X		1,263.13	Transferred in	
1 BAR CODE SCANNER	7	10262	8/31/2004	-	X		1,263.13	Transferred in	
1 BAR CODE SCANNER	7	10263	8/31/2004	-	X		1,263.14	Transferred in	
1 BAR CODE SCANNER	7	10264	8/31/2004	-	X		1,263.14	Transferred in	
3 TRACK MILL *	6	10273	2/28/2005	1,504.31	X		14,062.69	Transferred in	
Patrol Thermal Transfer	5	10284	9/30/2006	730.11	X		2,190.30	Transferred in	
Bottom Bar Reinforcing Equip	5	10285	12/8/2006	133,638.48	X		367,100.00	Transferred in	
A/C Chiller For Elec Cabinet	5	10286	7/31/2006	396.84	X		1,270.00	Transferred in	
Russo Strapping Machine	5	10287	7/31/2006	4,032.78	X		12,905.00	Transferred in	
3 kronos AS4400 Infeed/End Sys	9	10292	9/1/2002	-	X		3,085.90	Transferred in	
Storage Rack (80pcs)	9	10293	7/1/2002	-	X		15,692.00	Transferred in	
Legacy/Track Quality Resolution	1	10308	1/8/2002	14,035.58	X		16,467.02	Transferred in	
TRACK BENDER	15	10309	7/31/1996	-	X		21,132.68	Transferred in	
DBL CRUK FRAME FLYMH	15	10310	7/31/1996	-	X		7,650.00	Transferred in	
OBI FLYWHEEL PRESS	15	10311	7/31/1996	-	X		24,450.00	Transferred in	
AOR PRESS TYPE SPOT	15	10312	7/31/1996	-	X		5,350.00	Transferred in	
AOR PRESS TYPE SPOT	15	10313	7/31/1996	-	X		3,450.00	Transferred in	
OBI FLYWHEEL PRESS	15	10314	7/31/1996	-	X		3,500.00	Transferred in	
CONS OBI FLYWHEEL PR	15	10315	7/31/1996	-	X		6,673.00	Transferred in	
OBI FLYWHEEL PRESS	15	10316	7/31/1996	-	X		3,180.00	Transferred in	
2 TRK MILL LINE*	15	10317	7/31/1996	-	X		40,300.00	Transferred in	
METL CUTTING BAND SAW	15	10318	7/31/1996	-	X		3,650.00	Transferred in	
HORIZON MILLING MACH	15	10319	7/31/1996	-	X		7,300.00	Transferred in	
OBI FLYWHEEL PRESS	15	10321	7/31/1996	-	X		6,475.00	Transferred in	
O FRAME FLYWHEEL PRS	15	10322	7/31/1996	-	X		2,120.00	Transferred in	
AIR DRIER	15	10323	7/31/1996	-	X		5,825.00	Transferred in	
CUT TO LENGTH LINE	15	10324	7/31/1996	-	X		41,300.00	Transferred in	
METL CUTTING BAND SAW	15	10325	7/31/1996	-	X		4,350.00	Transferred in	
OBI FLYWHEEL PRESS	15	10326	7/31/1996	-	X		2,120.00	Transferred in	
OBI FLYWHEEL PRESS	15	10327	7/31/1996	-	X		530.00	Transferred in	
Automatic Distribution	9	10379	1/9/2002	-	X		3,766.12	Transferred in	
KRONOS TIMEKEEPING SYSTEM	13	10382	8/31/1998	-	X		24,559.77	Transferred in	
Tables - 13 Seanners	9	10385	12/31/2002	5,634.76	X		30,901.26	Transferred in	
Retrified Cardboard Bahr	1	10388	8/31/2010	-	X		7,310.00	Transferred in	
Soft-Auto Banding Machine	15	10389	7/31/1996	-	X		8,631.15	Transferred in	
AUTO STRAPPING MACH	15	10390	7/31/1996	-	X		8,103.70	Transferred in	
2X4X4HYD SCISSOR LFT	15	10392	7/31/1996	-	X		1,060.00	Transferred in	
OBI FLYWHEEL PRESS	15	10393	7/31/1996	-	X		4,450.00	Transferred in	
PNEUMATIC CRIMPER	15	10394	7/31/1996	-	X		3,175.00	Transferred in	
TRACK BENDER	15	10395	7/31/1996	-	X		37,100.00	Transferred in	
STRAPPING MACHINE	15	10396	7/31/1996	-	X		987.47	Transferred in	
COMPRESSION ROLLER	12	10397	10/31/1989	-	X		1,475.30	Transferred in	
GUIDE TOOLING	12	10398	10/31/1989	-	X		154,550.00	Transferred in	
PANEL ROLL FORMER	12	10399	10/31/1989	-	X		601,252.36	Transferred in	
SEAMERS REMORK	12	10399	10/31/1989	-	X		12,986.55	Transferred in	
SERIES 870 SHEET DOOR LOCK	10	10400	8/31/2001	-	X		25,000.00	Transferred in	
Plasma Cutter	11	10401	4/14/2000	-	X		754.92	Transferred in	
Pre-painted steel color Inspect	9	10402	1/30/2002	-	X		4,765.00	Transferred in	
Clutch gun - mods area	9	10403	12/31/2002	-	X		9,590.00	Transferred in	
Office air control system	9	10405	7/1/2002	-	X		104,370.00	Transferred in	
SPRING RACKS	15	10405	7/31/1996	-	X		6,017.13	Transferred in	
SPRING SKIDS (131)	15	10407	7/31/1996	-	X		8,825.00	Transferred in	
SAFETY EQUIPMENT OCC REQUIREMENTS	1	10039	1/1/2011	37,461.41	X		42,813.04	New in 2011	
REBUILD WEAN UNITED 250TON PRESS	1	10050	2/1/2011	63,585.31	X		71,814.00	New in 2011	
INSTALLATION OF PRESS (FAS8919)	1	10140	3/1/2011	8,841.87	X		9,870.00	New in 2011	
EMON ELECTRIC METER KIT	1	10168	4/1/2011	7,396.61	X		8,193.98	New in 2011	
BROKEN SPRING DEVICE	2	31	12/7/2009	291,024.00	X		296,291.40	Transferred in	
TWIN EXTRUDER	2	6951	12/7/2009	-	X		-	Transferred in	
BOSS ER	2	6952	12/7/2009	-	X		-	Transferred in	
CHILLING SYSTEM	2	6953	12/7/2009	-	X		-	Transferred in	
EMBOSSING CALIBRATION	2	6955	12/7/2009	-	X		-	Transferred in	
EXTRUSION CONTROL SYSTEM	2	6956	12/7/2009	-	X		-	Transferred in	
PULVERISODERS/SCRAP CUTTER	2	6957	12/7/2009	-	X		-	Transferred in	
ELECTRICAL SURFACE TREATING SYSTEM	2	6958	12/7/2009	-	X		-	Transferred in	
SMALL EXTRUDER	2	6959	12/7/2009	-	X		-	Transferred in	
RAIL	2	6960	12/7/2009	-	X		-	Transferred in	
SILD	2	6961	12/7/2009	-	X		-	Transferred in	



Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition	Original Installed Cost	Appraiser's Use Only
					Good Avg Poor		Condition
DIES FOR WINDLOAD POST STRAP	7	13187	9/12/04	-	X	9,386.89	
TOOLING FABRIC STORM PANEL PACKAGING	7	13157	10/12/04	-	X	4,260.00	
ANNUAL SHARPENING AND REPAIR OF THE 816 RAISED PANEL DIE (FOAM LINE)	7	13176	10/12/04	6,535.28	X	24,953.00	
RATCHET WHEEL MOLD - TORQUEMASTER II SPRING SYSTEM TENSIONING SYSTEM	7	13190	10/12/04	15,159.57	X	55,000.00	
PROGRESSIVE DIE TO PRODUCE BRACKET PATCHET L & R EX-02138 02137	7	13192	10/12/04	41,910.87	X	96,762.68	
CAVITY AND CORE INSERTS EX 02134 (WINDING SHAFT) TORQUEMASTER II SPRING TENSIONI	7	13192	10/12/04	19,023.09	X	43,920.00	
RATCHET PAWL DIE EX-02133 - TORQUEMASTER II SPRING TENSIONING SYSTEM	7	13192	10/12/04	18,557.23	X	42,844.41	
TOOLING TO DEVELOPEPROTOTYPE PR2000 - STILE - HINGE TOOLING COST ET AL	7	13204	12/12/04	601,657.67	X	1,325,325.18	
PROGRESSIVE DIE ON THE FOI ENDSTILES	6	13216	12/12/05	188,650.64	X	462,054.99	
TOOLING - TO DEVELOPEPROTOTYPE PR2000 - STILE - HINGE (SEE# 1336)	6	13219	7/12/05	22,117.72	X		
TOOLING - STORM CURTAIN MANUAL CRANK - FOR BEARINGS (SEE NOTES)	6	13281	7/12/05	1,694.58	X	6,091.00	
TOOLING - STORM CURTAIN MANUAL CRANK - DIE CASTING (SEE NOTES)	6	13282	7/12/05	8,003.59	X	24,900.00	
TOOLING MOLD FOR WALL PLATE ASSEMBLY BRACKET, 0241	6	13299	9/12/05	17,902.11	X	40,083.00	
DIES, SEVEN DIES IN TRACK DEPARTMENT	5	13397	9/12/05	25,907.96	X	45,247.00	
TOOLING, 8000 END STILE PROGRESSIVE DIE	5	13484	10/12/06	47,148.66	X	68,695.90	
TOOLING, 8000 CENTER STILE PROGRESSIVE DIE	5	13479	12/12/06	75,287.53	X	125,000.67	
EMBOSSING ROLL - FOAM CORE LINE	4	13480	12/12/06	44,372.82	X	73,672.85	
TOOLING - FOAMCORE RAISED PANEL DIE - RECONDITIONING	4	13508	6/12/07	24,144.36	X	31,244.10	
TOOLING - (B) PIECES FOR RETAINER MILL	4	13527	6/12/07	13,554.08	X	18,912.00	
TOOLING - SONOMA EMBOSSING DIE	4	13528	6/12/07	1,553.96	X	4,500.00	
MODIFY TOOLING PER EMPROD 1748	4	17311	12/12/07	85,987.68	X	99,854.10	
TOOLING - IMPACT RESISTANT BOTTOM BRACKET	3	17587	1/12/08	11,839.53	X	27,626.53	
WINDOW CUT-OUT DIE	3	17593	3/12/08	2,832.15	X	3,900.00	
9100 TOOLING & DISS	3	17600	6/12/08	70,207.67	X	5,095.00	
MODIFY PLATE RAIL ROLL TOOLING	3	17609	8/12/08	70,207.67	X	20,110.00	
PLASTIC DOOR TOOLING	2	18133	5/12/08	81,258.24	X	88,645.47	
DIE #0989 220004.0001/220015.0001/220017.0001/220022.0001	12	009814	06/30/09	-	X	43,998.44	
DIE #0900 400007.0003.134500106	12	009399	10/31/09	-	X	18,612.00	
DIE #0902 400031.0004.134500105	21	009396	10/31/09	-	X	18,612.00	
DIE #0905 400202.0002.134500107	21	009340	01/31/09	-	X	18,137.50	
DIE #0906 400880.002009/409899.001	10	009342	08/31/01	-	X	7,549.75	
DIE #0905 TOOLING UP/DALTE ON REST STILES	9	009341	10/01/02	-	X	250.00	
DIE #0921 409890.0002/0008/409899.0001	14	009337	09/30/07	-	X	73,484.10	
DIE #0926	21	009328	08/31/01	-	X	7,549.75	
DIE #0928 CHANGE 409899-2101	8	009383	07/31/03	-	X	7,769.12	
DIE #0928 407189.000X.134500108	21	009382	01/31/09	-	X	5,370.45	
DIE #0938 409890.0002/0009/409899.0001	10	009446	08/31/01	-	X	7,549.75	
DIE #0940 CHANGE	8	009378	08/07/03	-	X	5,370.45	
DIE #0944 409890.002008/409899.001	10	009352	08/31/01	-	X	7,549.75	
DIE #0944 409891.0000.13450020104	21	009351	01/31/09	-	X	59,500.00	
DIE #0955 CHANGE 409899 18012101	8	009444	08/07/03	-	X	5,370.45	
DIE #0973	16	009278	04/30/05	-	X	30,782.50	
die #0973, 409890.002009/409899.002	10	009391	08/31/01	-	X	7,549.75	
DIE #0974, 409890.0002/0008/409899.0001	10	009392	08/31/01	-	X	7,549.75	
DIE #0974, 409518.0003.409518.0005&.0006	16	009336	04/20/05	-	X	30,782.50	
DIE #0975 409690.002-0006-409699.001	10	009304	08/31/01	-	X	7,549.75	
DIE #0975 409691.0008	11	009236	09/31/00	-	X	74,895.00	
DIE #0981 409810.2411	11	009343	08/31/00	-	X	59,750.00	
DIE #0982 4095910.2412	11	009342	08/31/00	-	X	59,750.00	
DIE #0983	11	009280	08/31/00	-	X	49,500.00	
DIE #0912	8	009281	04/07/03	-	X	43,080.45	
DIE #0912 CENTER STILE (3) DIE REWORK	8	009282	04/07/03	-	X	6,987.74	
DIE #0912 CHANGE	8	009284	04/07/03	-	X	1,442.43	
DIE #0912 CHANGE CTR STILE 21 409687-0021	8	009283	04/07/03	-	X	1,442.43	
DIE #0914 CHANGE CTR STILE 18SL 409687-0018	8	009248	04/07/03	-	X	1,442.43	
DIE #0914 CHANGE CTR STILE 21 409687-0018	8	009347	04/07/03	-	X	1,442.43	
DIE #0914 CENTER STILE 3 DIE REWORK	8	009346	04/07/03	-	X	8,987.74	
DIE #0914 CTR STILE 18SL 409687-0018	8	009345	04/07/03	-	X	46,734.60	
DIE #0918 END STILE 21 RH 409542-2102	8	009235	04/07/03	-	X	43,377.59	
DIE #0918 END STILE 21 RH 409542-2102	8	009238	04/07/03	-	X	22,213.96	
DIE #0922 END STILE 18 RH 409542-1802, CHEN SUN	8	009370	04/07/03	-	X	59,524.11	
DIE #0922 END STILE 18 RH 410934-1802	8	009368	04/07/03	-	X	22,213.96	
DIE #0926	3	009821	09/07/08	2,866.30	X	4,800.00	
DIE #0927 END STILE 21 LH 409542-2101	3	009297	04/07/03	-	X	43,377.59	
DIE #0927 END STILE 21 LH 410934-2101	3	009299	04/07/03	-	X	22,213.96	
DIE #0928 CHANGE MOVE 6 HOLES IN EACH DIE	3	009285	09/07/08	1,954.09	X	3,350.00	
DIE #0938 CHANGE	3	009477	09/07/08	5,716.73	X	9,800.00	
DIE #0938 END STILE 18 LH 409542-1801	3	009373	04/07/03	-	X	59,524.11	
DIE #0938 END STILE 18 LH 410934-1801	3	009372	04/07/03	-	X	22,213.96	
DIE #0940 CHANGE MOVE 6 HOLES IN EACH DIE	3	009377	09/07/08	1,954.09	X	3,350.00	





Description	Age	System Number	Year Purchased	Estimate of Fair Market	Condition		Ordinal Installed Cost	Appraiser's Use Only Condition
					Good	Poor		
TOTAL LINE 24 DISPOSALS				-			65,687.50	



LINE 10 -	Description	Age	System No.	Year Purchased	Estimate of Fair Market Value	Good	Condition Avg	Poor	Original Installed Cost	APPEARERS USE ONLY Condition
	IN PLANT RADIO COMMUNICATION REPAIRING SYSTEM	1	12886	4/1/2003	4,036.10					
	SECURITY CAMERA SYSTEM	1	12887	3/1/2003	0.00		X		12,604.91	
	CONVEYOR PANEL SYSTEM, UTOPIA OFFICE PANEL SYSTEM	1	12888	4/1/2003	0.00		X		73,743.00	
	REFINISH CONFERENCE TABLE	1	12889	4/1/2003	9,205.65		X		28,756.75	
	FOLDING TABLE OFFICE FURNITURE AND SUPPLIES FOR PLANT EXPANSION	1	12941	4/1/2003	0.00		X		3,010.00	
	PHONE SYSTEM, AVAYA GSSA W/BOOMS VU	1	12891	2/1/2003	250.27		X		1,931.98	
	PHONE SYSTEM, AVAYA GSSA W/BOOMS VU	1	13036	8/1/2003	0.00		X		15,966.78	
	OFFICE FURNITURE	1	12785	1/1/2002	0.00		X		185,075.53	
	TENSILE TESTER, MODEL 952KVC0400-2K	1	12808	6/1/2002	0.00		X		3,286.26	
		1	12704	7/1/2001	0.00		X		7,964.05	
				TOTAL LINE 10	13,491.02				332,238.14	
	PRINTER, LASER, LET 8150DN	1	12854	5/1/2003	0.00		X		3,052.57	
	LAPTOP, DELL INSPIRON 8300 P4	1	12855	5/1/2003	0.00		X		2,838.00	
	PC, DELL DIMENSION 4590 P4 2.66 GHZ	1	12857	8/1/2003	0.00		X		1,417.08	
	PC, DELL DIMENSION 4590 P4 2.40 GHZ	1	12858	8/1/2003	0.00		X		1,478.13	
	PC, DELL DIMENSION 4590 P4 2.40 GHZ	1	12859	8/1/2003	0.00		X		1,478.13	
	PC, DELL DIMENSION 4590 P4 2.40 GHZ	1	12860	8/1/2003	0.00		X		1,478.13	
	PC, DELL DIMENSION 4590 P4 2.40 GHZ	1	12861	8/1/2003	0.00		X		1,478.13	
	PC, DELL DIMENSION 4590 P4 2.40 GHZ	1	12862	8/1/2003	0.00		X		1,478.13	
	PC, DELL DIMENSION 4590 P4 2.40 GHZ	1	12863	8/1/2003	0.00		X		1,478.13	
	PC, DELL DIMENSION 4590 P4 2.40 GHZ	1	12864	8/1/2003	0.00		X		1,478.13	
	CISCO CATALYST 4000 CHASSIS 3-SLOT SUP III W/2 GE AS PIS FANS	1	12877	1/1/2003	0.00		X		38,464.58	
	SYMBOL EQUIPMENT FOR BARCODE PROJECT	1	12889	2/1/2003	0.00		X		12,171.25	
	LAPTOP, DELL INSPIRON 4150 1.70GHZ P4 32 MB VIDEO	1	12902	1/1/2003	0.00		X		1,654.78	
	PC, DELL DIMENSION 4590 P4 2.30GHZ	1	12903	1/1/2003	0.00		X		1,654.78	
	PC, DELL DIMENSION 4590 P4 2.40GHZ	1	12880	1/1/2003	0.00		X		2,805.78	
	ZEBRA PRINTER 140XIII	1	12885	8/1/2003	0.00		X		1,838.23	
	ZEBRA PRINTER 140XIII	1	12886	8/1/2003	0.00		X		3,357.69	
	ZEBRA PRINTER 140XIII	1	12897	8/1/2003	0.00		X		3,357.69	
	ZEBRA PRINTER 140XIII	1	12898	8/1/2003	0.00		X		3,357.70	
	ZEBRA PRINTER 140XIII	1	12899	8/1/2003	0.00		X		1,170.71	
	ZEBRA PRINTER 140XIII	1	12900	8/1/2003	0.00		X		1,987.61	
	DELL POWEREDGE 4210 BACK MONITOR	1	12906	2/1/2003	0.00		X		2,387.83	
	FLAT PANEL MONITOR, KENBORAD, MOUSE, INSTALL	1	12822	1/1/2003	0.00		X		2,520.03	
	LAPTOP, DELL INSPIRON 2850 15.0XGA 1.7GHZ	1	12824	1/1/2003	0.00		X		13,151.17	
	PC, DELL DIMENSION 4590 P4 2.53GHZ	1	12951	8/1/2003	0.00		X		2,297.02	
	DELL POWERVAULT 755N INTEL PENTIUM III 1.13GHZ	1	12950	8/1/2003	0.00		X		18,293.58	
	NAS SERVER, DELL POWERVAULT 128T 5U BACK	1	12974	10/1/2003	0.00		X		2,687.20	
	CISCO SWITCH FOR MACHINE SHOP	1	12970	10/1/2003	0.00		X		2,888.55	
	PC, DELL DIMENSION 4590 P4 2.80GHZ	1	12971	10/1/2003	0.00		X		1,530.84	
	PC, DELL DIMENSION 4590 P4 2.80GHZ	1	12972	10/1/2003	0.00		X		1,530.84	
	PC, DELL DIMENSION 4590 P4 2.40GHZ	1	12973	10/1/2003	0.00		X		4,017.69	
	LOGIX 5555 PROCESSOR WITH 750K BYTE MEMORY	1	12992	1/1/2003	0.00		X		1,523.05	
	LAPTOP, DELL INSPIRON 5100 14.1 XGA 2.4 GHZ P4	1	13000	12/1/2003	0.00		X		2,423.09	
	PC, DELL DIMENSION 4590 P4 2.4GHZ	1	13001	12/1/2003	0.00		X		1,530.86	
	CISCO AIRNET WIRELESS EQUIPMENT (MINILOAD CHAMBER)	1	13002	12/1/2003	0.00		X		1,728.68	
	LAPTOP, DELL INSPIRON 5100 15.0 XGA 2.4 GHZ P4	1	13002	12/1/2003	0.00		X		2,525.15	
	ZEBRA PRINTER 140XI	1	12832	1/1/2003	0.00		X		3,841.50	
	LAPTOP, DELL DIMENSION 4590 P4 2.40GHZ	1	12833	2/1/2003	0.00		X		2,892.55	
	PC, DELL DIMENSION 4590 P4 2.40GHZ	1	12834	4/1/2003	0.00		X		1,460.55	
	ZEBRA PRINTER 140XI III PLUS, STD, PRINTER/SERVER II	1	12840	4/1/2003	0.00		X		4,067.76	
	ZEBRA PRINTER 140XI III PLUS, STD, PRINTER/SERVER II	1	12842	4/1/2003	0.00		X		2,647.74	
	LAPTOP, DELL INSPIRON 8200 P4 2.0GHZ	1	12844	4/1/2003	0.00		X		3,146.03	
	DELL DIMENSION 8250 SERIES P4 2.40 GHZ	1	12845	3/1/2003	0.00		X		1,742.58	
	PC, DELL DIMENSION 4590 P4 2.40GHZ	1	12775	5/1/2002	0.00		X		2,607.50	
	LAPTOP, DELL INSPIRON 4100	1	12777	5/1/2002	0.00		X		1,634.59	
	SCANNER, HP SCANJET 5400 CXI	1	12780	4/15/2002	0.00		X		2,200.52	
	PC, DELL DIMENSION 4400 W/MONITOR	1	12781	4/15/2002	0.00		X		2,200.52	
	PC, DELL DIMENSION 4400 W/MONITOR	1	12783	4/15/2002	0.00		X		3,202.81	
	PRINTER, HP LASERJET 8150DN	1	12784	5/1/2002	0.00		X		355.10	
	PRINTERS, (2) HP DESKJET 940C	1	12785	5/1/2002	0.00		X		201.41	
	PC, DELL DIMENSION 4400 W/MONITOR & PROTEL 99 SE SOFTWARE	1	12786	5/1/2002	0.00		X		9,446.56	
	PC, DELL INSPIRON 4150 NOTEBOOK FOR OPERATOR MGR	1	12795	10/1/2002	0.00		X		3,316.36	



Description	Age	System No	Year Purchased	Estimate of Fair Market Value	Condition	Original Installed Cost	APPRAISERS USE ONLY
					Good Avg Poor		Condition
NEW CEE CHANNEL TOOLING	1	12886	8/1/2003	0.00	X	23,590.31	
PRENOTCH DIES AND TOOLING (8000 SINGLE TRAIL M2307 AND LEAD TRAIL M230285)	1	12886	8/1/2003	0.00	X	8,822.66	
WORN GEAR (EX-98143) BRONZE FOR HDRIVE	1	12904	7/1/2003	0.00	X	8,750.00	
WORN GEAR (EX-98143) BRONZE FOR HDRIVE	1	12905	7/1/2003	0.00	X	8,750.00	
TOOLING AND DIES FOR 600 TON PRESS	1	12881	6/1/2003	17,873.01	X	84,042.36	
TOOLING END STILE LH EX-02147 T9	1	12994	6/1/2003	11,754.51	X	41,725.00	
TOOLING CENTER STILE EX-02146 T 7	1	12985	6/1/2003	11,181.24	X	39,690.00	
TOOLING END STILE RH EX-02147 T9	1	12986	6/1/2003	11,181.24	X	41,725.00	
OPTIMA END CAP DIE MODIFICATIONS	1	12876	4/1/2003	9,662.65	X	188,794.28	
DIES, 6S CUTTING AND PRINTING DIES FOR TOTAL PACK	1	12944	4/1/2003	33,082.50	X	49,301.00	
PROGRESSIVE DIE FOR EX-02326 (WINDLOAD POST SYSTEM FOR 9200 SERIES)	1	12944	4/1/2003	0.00	X	38,133.18	
PRINTING AND CUTTING DIES FOR WINDLOAD POST SYSTEM	1	12948	4/1/2003	0.00	X	11,189.38	
LEMOO DIE SET	1	12884	2/1/2003	0.00	X	1,180.00	
NEW FORM DIE FOR EURO DOOR L&R HAND STILES	1	12885	2/1/2003	0.00	X	19,633.33	
RECONDITION MODEL 8000 EMBOSS DIE (MALE AND FEMALE LOCK BEADS)	1	12880	2/1/2003	0.00	X	12,520.00	
PRINTING AND CUTTING DIES FOR LOWES / MEMBERS TOTAL PACK	1	12872	1/1/2003	0.00	X	23,171.21	
ROLL FORM TOOLING TO PRODUCE PR 2000 PAN PER EX-01055.T12	1	12873	1/1/2003	33,814.80	X	112,716.00	
EX-01260S FLAG ANGLES	1	12916	1/1/2003	0.00	X	14,900.00	
CAVITY OF PART NO 300545	1	12917	1/1/2003	0.00	X	10,180.00	
DRUM WRAP MOLD FOR TORQUEMASTER 2	1	12918	1/1/2003	0.00	X	10,180.00	
TOOLING FOR PIN EX-02327 (WINDLOAD POST SYSTEM 9200)	1	12923	1/1/2003	5,997.17	X	44,000.00	
PROGRESSIVE DIE PIN EX-02327 TO PRODUCE STRAP (WINDLOAD POST SYSTEM 9200)	1	12947	1/1/2003	0.00	X	35,234.94	
TOOLING, MODIFY PRENOTCH TOOLING USED FOR PH2000 TO PRODUCE 8000	1	12959	1/1/2003	6,978.66	X	14,048.83	
DESIGN & BUILD PROG DIE FOR PIN EX-015704 HINGE LEAF MID STILE	1	12957	1/1/2003	9,490.42	X	40,708.84	
CONVEYORS	1	13029	1/1/2003	128.21	X	42,892.00	
REPLACEMENT TOOLING FOR FOAMCORE II	1	13041	1/1/2003	78.53	X	10,789.00	
REPAIRS TO DRIVE SYSTEM, CHAIN, SPROCKETS	1	13822	12/1/2002	7,388.17	X	6,900.00	
8 DEALER TOTAL PACK PRINT DIES	1	12825	8/1/2002	0.00	X	24,550.65	
CENTER STILE AND LEFT AND RIGHT HAND END STILE	1	12825	8/1/2002	0.00	X	19,677.00	
DIES, PRINTING & CUTTING FOR LOWES 8000 WAYMARK	1	12823	6/1/2002	13,629.41	X	117,077.25	
WORN GEAR MOLD AND 36 TOOTH GEAR MOLD (4 CAVITY)	1	12768	4/1/2002	0.00	X	15,726.00	
TOOLING, LOWES 8000 PACKING/CUTTING/PRINTING DIES	1	12824	4/1/2002	9,212.82	X	90,900.00	
TOOLING, TO REPLACE ZINC END BRKT DIES	1	12767	3/1/2002	7,077.99	X	57,800.15	
TOOLING, STAMP DIE MODIFICATION FOR .067	1	12741	1/1/2001	0.00	X	36,701.00	
EMBOSING ROLS. (1) SET WOODGRAIN & SIDE ROLL STANDS	1	12738	10/1/2001	0.00	X	28,058.06	
	1	12745	9/1/2001	0.00	X	12,385.00	
			TOTAL LINE 24	189,084.54		1,325,080.44	
			TOTALS	2,598,520.33		7,401,286.75	

DISPOSALS	Age	System No	Year Purchased	Estimate of Fair Market Value	Condition	Original Installed Cost	APPRAISERS USE ONLY
					Good Avg Poor		Condition
PC, DELL DIMENSION 4500 FOR WILLIS MULLET WIRELESS KEYBRD	1		11/1/2002	0.00	X	2,745.91	
			TOTAL LINE 11 DISPOSALS	0.00		2,745.91	
TOOLING FOR OPERATOR 40 - SNUBBER WRAP	1	13027	1/1/2003	0.00	X	7,800.00	
			TOTAL LINE 24 DISPOSALS	0.00		7,800.00	

**ATTACHMENT B**  
**OVERHEAD DOOR**  
**ATTACHMENT TO THE 2012**  
**ESCAMBIA COUNTY**  
**SUPPLEMENTAL EDATE**

	<b>Classification</b>	<b>Average Salaries</b>	<b># of Employees</b>
Overhead Door/Wayne-Dalton	Door or Window MFG.- Metal	\$16.07	124
	Clerical, Administrative	\$31.97	38
	<b>Total Employees</b>		<b>162</b>
Other employees at site(In	Home Run Holding employees at location		56
	<b>Total Employees at Pensacola Site</b>		<b>218</b>

Attachment A

Executive Summary

On December 7, 2009, Overhead Door Corporation, a manufacturer of garage doors and Genie Operators, purchased the assets of Wayne-Dalton Corp. This included substantially all of the assets located at the Pensacola facility in Escambia County.

Prior to the acquisition, the housing industry slowdown had substantially decreased the sales of garage doors and operators. In order to reduce operating cost, Wayne-Dalton has reduced the headcount and operating capacity of the Pensacola facility.

As a result of this acquisition, the combined companies have over 16 plant locations that have duplicate functionality and production. The Pensacola facility has been identified as a location for consolidation of other plant locations. Therefore, Overhead Door has requested from Ohio and Florida, incentive packages to reduce the costs of consolidation.

The current headcount at Pensacola as a result of the partial shutdown was 140 employees. Currently, these include 76 Overhead Door employees and 64 employees of "old Wayne-Dalton" that is now called HomeRun Holdings.

The proposed consolidation will expand the number of jobs in a two year period by 128 jobs. This would bring the total at Pensacola to 202 or 266 if you include the employees of HomeRun Holdings.

This is the attachment to the project overview submitted when project was first approved for the EDATE.

C. J. [Signature]



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

8. Continued...


B. *The Board of County Commissioners – Escambia County, Florida, Meeting Schedule August 2, 2010 – August 6, 2010 – Legal No. 1478062, as published in the Pensacola News Journal on July 31, 2010, as follows:*

August 2	3:30 p.m.	Tourist Development Council Meeting
August 4	8:00 a.m.	Land Development Code Revision Subcommittee Meeting
August 4	8:30 a.m.	Application Committee for Competency Board
August 4	9:00 a.m.	Construction Industry Competency Board
August 4	1:00 p.m.	Development Review Committee
August 5	9:00 a.m.	Agenda Work Session
August 5	9:00 a.m.	Land Development Code Revision Subcommittee Meeting
August 5	1:30 p.m.	Citizens Environmental Committee
August 5	3:00 p.m.	Board of County Commissioners Attorney-Client Session
August 5	4:30 p.m.	Board of County Commissioners Public Forum
August 5	5:30 p.m.	Board of County Commissioners Public Hearings & Reports

**NEXT WEEK'S NOTE:**

August 9	8:30 a.m.	Planning Board
August 9	1:00 p.m.	FL-AL TPO – Technical Coordinating Committee
August 9	3:30 p.m.	FL-AL TPO – Citizens Advisory Committee
August 9	5:30 p.m.	Marine Advisory Committee

9. 5:31 p.m. Public Hearing



Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, approving Item B and adopting an Ordinance (*Number 2010-24*) renewing, for the 2010 tax year forward, Ordinance Number 2003-52 and Ordinance Number 2008-14, which granted Wayne Dalton Corporation certain County Economic Development Ad Valorem Tax Exemptions (EDATEs), and amending the Ordinances to correctly identify the property owner and EDATE recipient as “WDC Florida Realty Company I, LLC, a wholly-owned subsidiary of Overhead Door Corporation.”

Speaker(s) – None.

Escambia County  
Clerk's Original  
8/5/2010 5:31pm PH

ORDINANCE NUMBER 2010- 24

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RENEWING ORDINANCE 2003-52 AND ORDINANCE 2008-14 ESTABLISHING EXEMPTIONS FROM ESCAMBIA COUNTY AD VALOREM TAXATION AND AMENDING SAID ORDINANCES TO TRANSFER THE EXEMPTIONS FROM WAYNE-DALTON CORPORATION TO WDC FLORIDA REALTY COMPANY I, LLC, A WHOLLY OWNED SUBSIDIARY OF OVERHEAD DOOR CORPORATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 196.1995, Florida Statutes, as amended, and Chapter 90, Article IV, Division 2, Sections 90-146 through 90-153 of the Escambia County Code of Ordinances authorizes Escambia County to grant certain economic development ad valorem tax exemptions (EDATES) for an expanding business established in the County meeting certain statutory requirements; and

**WHEREAS**, on November 6, 2003, Wayne-Dalton Corporation, located at 3395 Addison Drive, Pensacola, Florida, was granted through Ordinance 2003-52 of Escambia County, such an Economic Development Ad Valorem Tax Exemption for one hundred percent (100%) of the assessed value of certain real and tangible personal property of the corporation; and

**WHEREAS**, on March 6, 2008, Wayne-Dalton Corporation, located at 3395 Addison Drive, Pensacola, Florida, was granted through Ordinance 2008-14 of Escambia County, such an Economic Development Ad Valorem Tax Exemption for one hundred percent (100%) of the assessed value of certain real and tangible personal property of the corporation; and

**WHEREAS**, In June 2009, Wayne-Dalton Corporation established a property holding company and transferred legal title of the subject property to WDC Florida Realty Company I, LLC. All assets of Wayne-Dalton Corporation, including the subject property, were subsequently purchased by Overhead Door Corporation with the legal title remaining in the name of the holding company as a wholly owned subsidiary of Overhead Door.

**WHEREAS**, in March 2010, Overhead Door Corporation filed an EDATE application seeking renewal of the EDATES granted to the prior property owner, Wayne-Dalton Corporation.

**WHEREAS**, the Board of County Commissioners finds that renewing Ordinance 2003-52 and Ordinance 2008-14 and amending said ordinances to reflect the proper name of the current property owner is in the best interest of the health, safety, and welfare of the citizens of Escambia County.

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

**Section 1. Amendment.**

Ordinance 2003-52 and Ordinance 2008-14 are hereby renewed and amended to transfer exemptions established thereby for Escambia County Economic Development Ad Valorem Taxation from Wayne-Dalton Corporation to WDC Florida Realty Company I, LLC, a wholly owned subsidiary of Overhead Door Corporation.

Verified By: *K. Probert*  
Date: 8/6/10

**Section 2. Severability.**

In any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 3. 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 4. Effective Date.**

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

DONE AND ENACTED this 5th day of August, 2010.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV  
Grover C. Robinson, IV, Chairman  
Date Executed

8/5/2010

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court



Ernie Lee Magaha  
Deputy Clerk

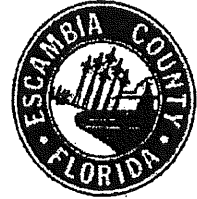
This document approved as to form and legal sufficiency.

By: Kristin Huel  
Title: ACF  
Date: 7/26/10

Enacted: August 5, 2010

Filed with Department of State: August 10, 2010

Effective: August 10, 2010



**Chris Jones, CFA**  
**Escambia County Property Appraiser**  
**221 Palafox Place, Suite 300 • Pensacola, FL 32502**  
**Phone 850 434-2735 • Fax 850 435-9526**

June 30, 2010

Ms. Tonya Green  
County Administration  
Escambia County  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

RE: Economic Development Ad Valorem Tax Exemption  
Parcel ID #01-0094-202 and 01-0094-200

RECEIVED  
10 JUL 1 PM 2 02  
COUNTY CLERK  
CLERK

Dear Ms. Green:

This is the Escambia County Property Appraiser's response to Larry Newsom's request to review the above referenced EDATE.

Wayne Dalton Corporation originally filed an Economic Development Ad Valorem Tax Exemption (EDATE) application on this property and was granted an exemption that was set to end after 2011. (Ordinance #2003-52). The "expansion of the existing business" EDATE application was filed and granted which is set to expire 12-31-2017, (Ordinance #2008-14).

Wayne Dalton Corporation sold this parcel of real estate to WDC Florida Realty Company I LLC on June 26, 2009, (OR 6477 P 1814) who is now the legal title owner of the real estate.

On March 1<sup>st</sup>, 2010, Overhead Door Corporation filed a renewal EDATE application for subject parcel.

The Escambia County Property Appraiser (ESCPA) office finds the following to be problematic in the granting or renewing of this exemption for 2010:

- 1.) No continuity of ownership title to the real estate

ESCPA notified the County and Christine Guthrie, Attorney for Wayne Dalton Corp., that the legal ownership title to the real property is in the name of WDC Florida Realty Company I LLC (dated June 26, 2009). Ms. Guthrie states that all property was sold December 7, 2009, to Overhead Door Corporation.

Ms. Tonya Green  
June 30, 2010  
Page 2

This office checked the public records and found (8) documents transferring legal ownership title from Wayne Dalton Corporation to Overhead Door Corporation on (7) parcels of real estate in Escambia County. We, however, found no deed of transfer for the EDATE parcel in question. We have informed Ms. Guthrie and Escambia County of this error.

2.) No corporate documents recorded evidencing ownership transfer

ESCPA has been unsuccessful in obtaining official recorded documents to Overhead Door Corporation nor a merger or name change that includes WDC Florida Realty Company I LLC.

This office requested a corrective deed transferring legal title of the real property from WDC Florida Realty Company I LLC to Overhead Door Corporation with a statement that "the intended transfer of the subject property to Overhead Door Corporation did not occur in 12/09, due to an oversight." We find no corrective document recorded to date.

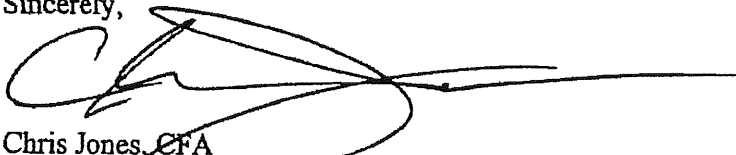
3.) Employee Staffing Numbers

The original EDATE (2003) states 308 employees  
The expansion EDATE (2008) states 507 which included 361 existing and 146 positions created by 12/31/09.  
The "Renewal EDATE" (2010) states total employment of 140 (76 – Overhead Door) (64 – Wayne Dalton).

As evidenced above, the employment numbers are well below the anticipated, and according to Matthew Douglas, CPA for Wayne Dalton, the plant is not operating at full capacity.

In conclusion, this office wants the County to recognize that while Overhead Door states they own WDC Realty, we find no official record to support that claim thence no continuity of ownership and use which we feel is a requisite to qualify for the EDATE. Further issues may be raised when considering the employment base that is current compared to what was promised when the EDATE was issued.

Sincerely,



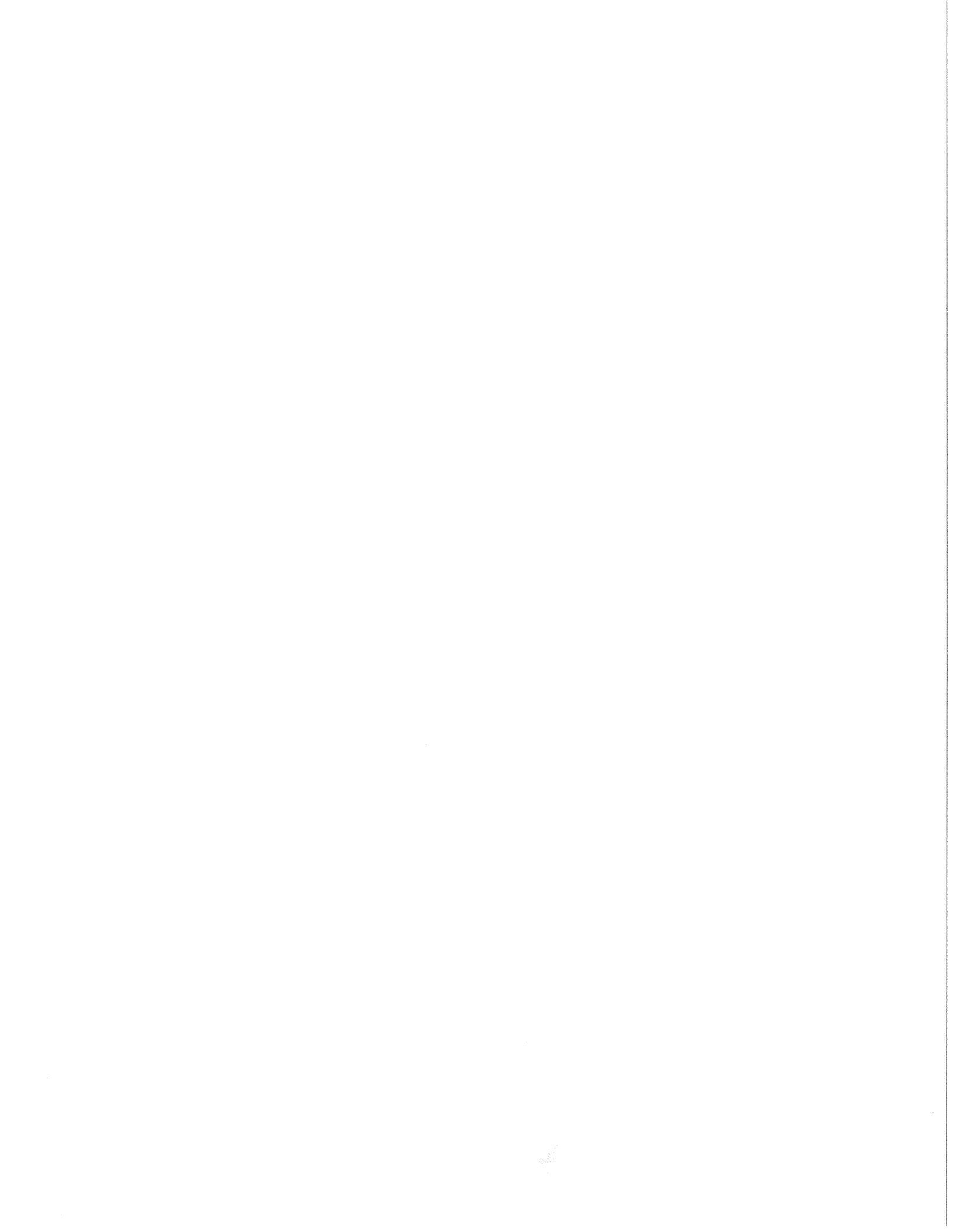
Chris Jones, CFA  
ESCAMBIA COUNTY PROPERTY APPRAISER

Ms. Tonya Green  
June 30, 2010  
Page 3

/bs

Enclosures

cc: Larry M. Newsom, Interim County Administrator  
Alison Rogers, County Attorney  
Kristin D. Hual, Assistant County Attorney  
Honorable Grover C. Robinson IV, Commission Chairman





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

**AI-2582**

**County Administrator's Report 12. 9.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/17/2012

**Issue:** Appointments to Youth Council of Workforce Escarosa

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning Appointments to the Youth Council of Workforce Escarosa - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding appointments to the Youth Council of Workforce Escarosa:

A. Confirm the appointments of all members of the Youth Council, both current and recently recommended for appointment, with their term beginning on April 19, 2012, for an indefinite term, as listed below;

1.	Robert Ephraim, Youth Council Chairperson, Primerica/Independent Agent	Private Sector representative
2.	Randy Fleming, State of Florida Department of Children and Families (DCF)	Public Assistance/DCF representative
3.	Van Mansker, Lowe's Home Improvement Company (retired)	Private Sector representative
4.	Lesa Morgan, Escambia County School District	School District representative
5.	Cheryl Smith, Santa Rosa County School District	School District representative
6.	Terry Light, Families Count	Human Services representative
7.	Jeronda Golston, Goodwill Easter Seals/High School High Tech	Human Services representative
8.	Rev. Dr. James A. French, Houser Memorial AME Zion Church	Experience Related to Youth representative
9.	Corey Fleetion, Escambia County Community Corrections Department, Work Release	Law Enforcement representative
10.	Tarrah Holton (Jessica Hasting-alternate), Henry & Rita White Youth Foundation	Juvenile Justice representative
11.	Paul Willis, Department of Juvenile Justice	Juvenile Justice representative



12.	Al Huffman, Pensacola State College	Past Foster Care participant and Human Services representative
13.	Marcie Whitaker, City of Pensacola	Public Housing representative
14.	Phyllis Wales, Santa Rosa Public Housing	Public Housing representative
15.	Jill Youngblood, Milton Housing Authority	Public Housing representative

B. Confirm the status of those appointees who are not members of the Workforce Escarosa Board of Directors as voting members of the Youth Council and non-voting members of the Workforce Escarosa Board of Directors, for the duration of their appointment to the Youth Council.

**BACKGROUND:**

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

In late February 2012, the Florida Department of Economic Opportunity (DEO) sent a memorandum to the regional workforce boards regarding the composition and responsibilities of their Youth Councils subgroup under the Workforce Investment Act (WIA). Workforce Escarosa reviewed the membership of their Youth Council and noted that membership needed enhancement with additional members, with various categories not represented due to years of attrition. At their April 19, 2012 meeting, the Board of Directors appointed a number of additional members from the Escambia and Santa Rosa communities to resolve the membership of its Youth Council. This recommendation is written to approve those members appointed at that meeting, as well as the prior current membership of the Youth Council.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Appointments to this Board of Directors are made in accordance with state and federal legislation.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, these appointments shall become effective as of the specified date. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on this appointment.

---

### **Attachments**

Letters from Workforce Escarosa regarding the Youth Council of Workforce Escarosa

Jay Overman  
Chairperson  
Susan Nelms  
Executive Director

workforceescarosa



Connecting businesses and resources.

April 23, 2012

Randy Oliver  
County Administrator  
Escambia Board of County Commissioners  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

RECEIVED

APR 26 2012

County Administrator's Office

Dear Mr. Oliver:

In February of this year, the Department of Economic Opportunity (DEO) issued a Memorandum (attached) regarding Youth Council membership requirements as a reminder to regional workforce investment boards.

In reviewing Youth Council membership, it was noted that the Council's membership needed to be enhanced as many of the categories were not represented due to attrition which had occurred over the years. Therefore, Workforce Escarosa reached out to numerous agencies, correctional departments, and the community to recruit new members to the Youth Council. On Thursday, April 19, 2012, the Workforce Escarosa Board of Directors appointed ten (10) additional members to the Council (see attached Board of Directors Action Item).

The Workforce Investment Act (WIA) requires the local workforce investment board to appoint the members in cooperation with the chief elected officials, our local boards of County Commissioners; therefore, Escarosa is submitting the appointments for review. The County Commissioners may appoint additional members if they chose to do so.

Upon review, please let me know if the list meets their approval and if any additional members will be appointed.

As always, thank you for your assistance. Let me know if you have questions or need additional information.

Best regards,

Susan Nelms  
Executive Director

Attachments

CC: Marilyn Wesley, Escambia Representative  
Sheila Harris, Santa Rosa Representative

Regional Workforce Board  
9111 Sturdevant Street  
Pensacola, FL 32514  
Phone: (850) 473-0939  
Fax: (850) 473-0935

Pensacola Center  
3670-A North "L" Street  
Pensacola, FL 32505-5217  
Phone: (850) 607-8700  
Fax: (850) 607-8849


Milton Center  
5725 Highway 90  
Milton, FL 32583  
Phone: (850) 983-5325  
Fax: (850) 983-5330

Century Center  
8120 N. Century Blvd.  
Century, FL 32535  
Phone: (850) 256-6259  
Fax: (850) 256-6266

[www.workforceescarosa.com](http://www.workforceescarosa.com)



## MEMORANDUM

**DATE:** February 28, 2012  
**TO:** Regional Workforce Board Executive Directors  
**FROM:** Lois A. Scott, Manager, Workforce Program Support   
**SUBJECT:** Youth Councils

The purpose of this memorandum is to recap statutory and regulatory requirements regarding the composition and responsibilities of Youth Councils under the Workforce Investment Act (WIA).

### Membership

The Youth Council is a subgroup of the local board whose members are appointed by the local board in cooperation with the chief elected officials for the local area. The Youth Council must include:

- Members of the local board, such as educators/special education personnel, employers, and representatives of human service agencies with special interest or expertise in youth policy;
- Members who represent service agencies, such as juvenile justice and local law enforcement agencies;
- Representatives of local public housing authorities;
- Parents of eligible youth seeking WIA assistance;
- Individuals, including former participants, and representatives of organizations that have experience relating to youth activities;
- Representatives of the Job Corps, if a Job Corps Center is located in the local area;
- Other individuals as the board chair, in cooperation with the chief elected official(s), determines appropriate.

Members of the youth council who are not members of the local board must be voting members of the youth council and nonvoting members of the local board.

*WIA 117(h)(1) and 20 CFR 661.335.*

FS 445.007(8) requires that the importance of minority and gender representation be considered when appointments are made to local board committees.

The Caldwell Building 107 E. Madison Street Tallahassee, Florida 32399-4120 850.245.7105  
[www.FloridaJobs.org](http://www.FloridaJobs.org) [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/IDD equipment via the Florida Relay Service at 711.



## Functions

The Youth Council is responsible for:

- Coordinating youth activities in the local area;
- Developing portions of the local plan related to eligible youth, as determined by the chair of the local board;
- Recommending eligible providers of youth activities to the local board;
- Conducting oversight with respect to the eligible providers of youth activities in the area;
- Other duties determined to be appropriate by the chair of the local board, such as establishing linkages with educational agencies and other youth entities.

*WIA 117(h)(2) and 20 CFR 661.334.*

Regional Workforce Boards should examine their board policies and procedures to ensure that they are operating their youth programs under the oversight and guidance of a properly-appointed Youth Council and in compliance with federal and state requirements.

If you have any questions regarding this information, please contact Isabelle Potts at (850) 921-3148 or [Isabelle.Potts@deo.myflorida.com](mailto:Isabelle.Potts@deo.myflorida.com).

LAS/oip

cc: Dehryl McCall  
Tom Clendenning  
Kevin Neal  
Michael Lynch  
Cliffin Atkinson

**WORKFORCE ESCAROSA, INC.  
BOARD OF DIRECTORS  
ACTION ITEM  
Youth Council Membership**

**Date: April 19, 2012**

**Item for Discussion:**

The Department of Economic Opportunity recently released a “reminder” memo regarding membership on the Youth Council as required by Federal legislation. Please see attached.

Based upon the memorandum and after review of the Youth Council membership, staff is recommending the following appointments to the Council:

- **Terry Light – Families Count (Human Services)**
- **Jeronda Golston – Goodwill Easter Seals/High School High Tech (Human Services)**
- **Rev. Dr. James A French – Houser Memorial AME Zion Church (Experience Related to Youth)**
- **Corey Flection – Escambia County Work Release/Community Corrections (Law Enforcement)**
- **Tarrah Holton/Jessica Hasting (Alternative) – Henry & Rila White Youth Foundation (Juvenile Justice)**
- **Paul Willis – Department of Juvenile Justice (Juvenile Justice)**
- **Al Huffman – Pensacola State College (Past Foster Care participant and Human Services)**
- **Marcie Whitaker – City of Pensacola Housing (Public Housing)**
- **Phyllis Wales – Santa Rosa Public Housing (Public Housing)**
- **Jill Youngblood – Milton Housing Authority**

Where alternates exist, the organization will only have one vote per entity. Other members already included on the Youth Council include several Private Business board members, both School Districts and the Department of Children and Family Services.

**Action Taken:**

**Motion by Robert Ephriam, seconded by Meredith Robinson to approve the appointment of the above individuals to the Workforce Escarosa Youth Council. Motion carried unanimously.**



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

AI-2574

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/17/2012

Issue: Supplemental Budget Amendment #142 - National Pollutant Discharge Elimination System (NPDES) Agreements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #142 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #142, Other Grants and Projects Fund (110) in the amount of \$49,859, to recognize the remaining balance of funds from three Agreements between Escambia County Board of County Commissioners, the City of Pensacola, the Town of Century, and the Florida Department of Transportation, for the National Pollutant Discharge Elimination System (NPDES) permit program, and to appropriate these funds correctly.

**BACKGROUND:**

The Water Quality/Land Management Division oversees the NPDES program. This program had funds that were not spent in previous years and need to be recognized and appropriated correctly in this budget year. These funds will be spent on equipment, training and operating supplies related to storm water activities.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$49,859.

**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# 142



Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2012-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County received funds from agreements between the State of Florida Department of Transportation, City of Pensacola, and Town of City in prior years. These funds were not spent during the previous year, and now 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, 2012:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FDOT	110	334332	(27,559)
City of Pensacola	110	337303	74,441
Town of Century	110	337305	2,977
<b>Total</b>			<b>\$49,859</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	110/221003	55201	3,000
Training & Registration	110/221003	55501	11,000
Machinery & Equipment	110/221003	56401	20,000
Reserves	110/221003	59801	15,859
<b>Total</b>			<b>\$49,859</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

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

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
# 142



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

**AI-2570**

**County Administrator's Report 12. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Local Option Sales Tax Reallocation

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Reallocating Funds in the Local Option Sales Tax Fund (352) to Demolish Wedgewood School - Amy Lovoy, Management and Budget Services Department Director

That the Board reallocate \$260,000 from the Palafox Streetscaping project to demolish Wedgewood School.

[Funding Source: Local Option Sales Tax Fund (352)]

**BACKGROUND:**

In fiscal year 2009 the County purchased Wedgewood School to develop a community center on the site. These funds will be reallocated to demolish the abandoned building(s) on this site.

**BUDGETARY IMPACT:**

The total cost of demolishing the building is estimated at \$390,000. There is \$130,000 available in the Wedgewood Community Center project. The remaining \$260,000 necessary to complete the project will be reallocated from the Palafox Streetscaping project.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---



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

**AI-2515**

**County Administrator's Report 12. 3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Purchase of John Deere Tractors with Diamond Boom Mower Attachments

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Purchase of John Deere Tractors with Diamond Boom Mower Attachments - Amy Lovoy, Management and Budget Services, Department Director

That the Board authorize the County to piggyback off the National Purchasing Partners (NPP) Cooperative, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; and Exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2012 John Deere 6300 cab tractors, with 2012 Diamond DBR-05 boom mower attachments, PD 11-12.032, to John Deere Company, in the amount of \$172,515.28.

[Funding: Fund 175, Cost Center 210402, Object Code 56401]

**BACKGROUND:**

The John Deere tractor/mower units will be used in conjunction with other units in the Road Department's right-of-way maintenance program. They will replace 2 of the current models, asset #48698 and #50477. These replaced units will be disposed at auction.

**BUDGETARY IMPACT:**

[Funding: Fund 175, Cost Center 210402, Object Code 56401]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with Escambia County, FL, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.





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

**AI-2516**

**County Administrator's Report 12. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Public Safety Roof Retrofit

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Award of Contract for Public Safety Roof Retrofit - Amy Lovoy - Management and Budget Services Department Director

That the Board award Contract PD 11-12.017, for the Public Safety Roof Retrofit to Old World Craftsmen, Inc., for the lump sum bid amount of \$1,230,000 and authorize the County Administrator to execute all related documents and Purchase Orders in excess of \$50,000 for Owner Direct Purchases.

[Funding: Fund 352, LOST III, Cost Center 330435, Object Code 56201, Project #05PS0018]

**BACKGROUND:**

Due to design and construction issues discovered after the completion of the Public Safety Building, a retrofit is necessary to correct structural and roofing deficiencies. This construction project addresses and corrects those issues. Supplemental Budget Amendment #56, approved during the Jan. 19th Board meeting, made \$2,200,000 available. The County Attorney's office is handling the litigation effort to recover costs provided for by Florida law.

**BUDGETARY IMPACT:**

[Funding: Fund 352 LOST III, Cost Center 330435, Object Code 56201, Project# 05PS0018]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard form of Contract will be used.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL Code of Ordinance Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and the Purchase Order.

---

## Attachments

tab sheet

**PUBLIC NOTICE OF RECOMMENDED AWARD**

BID TABULATION		DESCRIPTION: Public Safety Roof Retrofit BID # PD 11-12.017									
Bid Opening Time: 10:00 am CDT Bid Opening Date: 05/1/2012 Bid Opening Location: Rm 11.407		Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addendums	Sworn Statement Pursuant to Section 287.133(3) a), FL Statutes on Entity Crimes	Lump Sum Bid	
Birkshire Johnstone, LLC	X	X	N/A	X	X	X	X	X	X	\$1,462,000.00	
Hewes and Company, LLC	X	X	N/A	X	X	X	X	X	X	\$1,421,000.00	
Jack Moore & Company, Inc	X	X	N/A	X	X	X	X	X	X	\$1,505,000.00	
Old World Craftsmen, Inc.	X	X	N/A	X	X	X	X	X	X	\$1,230,000.00	
The Green-Simmons Company, Inc.	X	X	N/A	X	X	X	X	X	X	\$1,560,000.00	
The Lathan Co., dba Roof America	X	X	N/A	X	X	X	X	X	X	\$1,785,000.00	
BIDS OPENED BY:		Claudia Simmons, Purchasing Manager for Joe F. Piliatory, Jr., Purchasing Coordinator									
BIDS TABULATED BY:		Cynthia Smith, SOSA									
BIDS WITNESSED BY:		Cynthia Smith for Angie Holbrook, SOSA									

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Old World Craftsmen, Inc. for \$1,230,000.00

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.

Notes:

CAR DATE 05/17/2012  
BOCC DATE 05/17/2012

Posted @ 11:000 a.m., CDT on 05/2/2012

  
JFP/abh



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

**AI-2533**

**County Administrator's Report 12. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Acquisition of Property Located on East Detroit Boulevard for the Ensley Area Drainage Project

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Property, Located on East Detroit Boulevard, from Ann R. and Holly L. Rousseau, for the Ensley Area Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 4.69 acres) located on East Detroit Boulevard, from Ann R. Rousseau and Holly L. Rousseau, for the Ensley Area Drainage Project:

A. Authorize the purchase of a vacant parcel of real property located on East Detroit Boulevard (approximately 4.69 acres), from Ann R. Rousseau and Holly L. Rousseau for the appraised value of \$160,000 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 a vacant parcel of real property located on East Detroit Boulevard (approximately 4.69 acres); and

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

[Funding Source: Fund 352, "LOST III", Account 210107/56101, Project 08EN0313]

The County has a project in design to alleviate some of the stormwater drainage problems in the Ensley area of East Detroit Boulevard and Johnson Avenue. Design indicated a need to acquire property for stormwater retention in this area of Ensley. The County owns property abutting the south boundary of the Rousseau property, which will also be utilized for stormwater retention, but the County property has access issues and is not of adequate size for the project. Acquiring the Rousseau property will address any access issues and will provide enough combined acreage for the stormwater capacity needed.

**BACKGROUND:**



The County has a project in design to alleviate some of the stormwater drainage problems in the Ensley area of East Detroit Boulevard and Johnson Avenue. Design indicated a need to acquire property for stormwater retention in this area of Ensley. The County owns property abutting the south boundary of the Rousseau property, which will also be utilized for stormwater retention, but the County property has access issues and is not of adequate size for the project. Acquiring the Rousseau property will address any access issues and will provide enough combined acreage for the stormwater capacity needed.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Road and Drainage Projects, dated April 21, 2011, Staff entered into negotiations with Ann and Holly Rousseau to acquire their vacant parcel of property on East Detroit Boulevard (approximately 4.69 acres). An appraisal was performed by G. Daniel Green & Associates, dated May 18, 2011, which placed a value of \$160,000 on the parcel. The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to a Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the appraised value of \$160,000, with the owners (sellers) being responsible for closing costs of documentary stamps and a survey. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

**BUDGETARY IMPACT:**

Funding for this project is available in Fund 352, "LOST III", Account 210107/56101, Project 08EN0313.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on April 20, 2012.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

---

**Attachments**

Contract for Sale and Purchase

Checklist

Appraisal

Aerial View Map

## **CONTRACT FOR SALE AND PURCHASE**

This is a Contract for Sale and Purchase ("Contract"), between **ANN R. ROUSSEAU**, an un-remarried widow and **HOLLY L. ROUSSEAU**, a single woman, whose mailing address is 14813 Laguna Drive, B-102, Fort Myers, FL 33908 ("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 \_\_\_\_\_.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is One Hundred Sixty Thousand Dollars (\$160,000.00), 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' AFFIDAVITS 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 affidavits 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' Affidavits 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 (Sellers); 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.

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 on or before thirty (30) days from the Effective Date of this Contract 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 32501

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

**TO SELLERS:**

Ann R. Rousseau and  
Holly L. Rousseau  
14813 Laguna Drive B-102  
Fort Myers, FL 33908

David A. Sapp, Attorney at Law, PLLC  
801 East Cervantes Street, Ste B  
Pensacola, Florida 32501

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.** Sellers shall obtain a survey. If the survey discloses any objectionable items, 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's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event 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 Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

**THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

**THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.**

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by  
and through its duly authorized BOARD  
OF COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

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

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This document approved as to form  
and legal sufficiency.

By *J. W. [Signature]*  
Title *Adv. County Attorney*  
Date *April 20, 2012*

R Meesics

Witness

R. MEESICS

Print Name

Witness

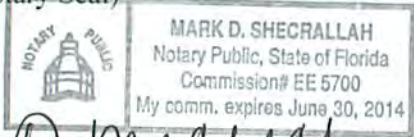
Corey Blumer

Print Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of April, 2012, by ANN R. ROUSSEAU, an un-remarried widow. She () is personally known to me, () produced current FLDL as identification.

(Notary Seal)



Mark D. Shecrallah

Signature of Notary Public

Mark D. Shecrallah

Printed Name of Notary Public

R Meesics

Witness

R MEESICS

Print Name

Witness

Corey Blumer

Print Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of April, 2012, by HOLLY L. ROUSSEAU, a single woman. She () is personally known to me, () produced current FLDL as identification.

(Notary Seal)



Mark D. Shecrallah

Signature of Notary Public

Mark D. Shecrallah

Printed Name of Notary Public

**SELLERS:**

Ann R Rousseau  
ANN R. ROUSSEAU

Holly L Rousseau  
HOLLY L. ROUSSEAU

EXHIBIT "A"

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST  
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 6, BLOCK 3, ORTEGA SUBDIVISION AS RECORDED IN PLAT BOOK: 5 AT PAGE 37 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF CSX RAILROAD (100' R/W); THENCE GO NORTH 31 DEGREES 49 MINUTES 21 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF CSX RAILROAD FOR A DISTANCE OF 388.69 FEET TO THE POINT OF BEGINNING. THENCE GO NORTH 89 DEGREES 55 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 199.51 FEET; THENCE GO NORTH 21 DEGREES 05 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 136.81 FEET; THENCE GO NORTH 57 DEGREES 10 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 48.24 FEET; THENCE GO NORTH 36 DEGREES 07 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 214.22 FEET; THENCE GO NORTH 00 DEGREES 33 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 15.86 FEET; THENCE GO SOUTH 89 DEGREES 26 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 181.84 FEET; THENCE GO NORTH 84 DEGREES 51 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 150.75 FEET; THENCE GO SOUTH 89 DEGREES 28 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 400.05 FEET; THENCE GO NORTH 00 DEGREES 33 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 112.49 FEET; THENCE GO SOUTH 89 DEGREES 26 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 249.48 FEET; THENCE GO SOUTH 00 DEGREES 33 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 113.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PALAFOX STREET (66' R/W); THENCE GO NORTH 31 DEGREES 45 MINUTES 56 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PALAFOX STREET FOR A DISTANCE OF 158.75 FEET; THENCE TO NORTH 89 DEGREES 26 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 1174.28 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF CSX RAILROAD; THENCE GO SOUTH 31 DEGREES 49 MINUTES 21 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF CSX RAILROAD FOR A DISTANCE OF 581.23 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIPTION IS SITUATED IN A PORTION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 4.69 ACRES MORE OR LESS.





Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Rousseau Property / Parcel: 21-1S-30-1101-001-062/ Account: 02338900/ 8300 Block Palafox Hwy.

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green & Associates  
Date of appraisal: May 18, 2011  
Appraised value: \$160,000  
Received by: \_\_\_\_\_  
Comments: \_\_\_\_\_

Appraiser (2): Not Required

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: December 21, 2011 ASTM E-would create the need 1528-06 Transactional Screen  
Received by: Doyle Butler, Eng Project Coordinator, ECDSW  
Comments: This parcel does not have any indicators of past exposures to constituents that would justify the need for a Phase I ESA.

*Doyle Butler 12/22/11*

Date of Phase II: \_\_\_\_\_  
Received by: \_\_\_\_\_  
Comments: \_\_\_\_\_

Facilities Management Department - Property Inspection

Inspected by: Vacant Property / No Inspection Required  
Date: N/A (Vacant)  
Comments: \_\_\_\_\_

Risk Management Department - Property Inspection

Inspected by: Vacant Property / No Inspection Required  
Date: N/A (Vacant)  
Comments: \_\_\_\_\_

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCADO  
Date: 02/01/12  
Comments: REVIEWED CERTIFIED BOUNDARY SURVEY

Office of Management and Budget - Verification of Funding Source

Funding source: LOST III FUND 352 / 210107 / SCLIA / Proj # 08en0313  
Verified by: [Signature]  
Date: 2-24-12  
Comments: \_\_\_\_\_

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Comments: \_\_\_\_\_

VACANT COMMERCIAL LAND  
8300 N PALAFOX STREET  
PENSACOLA, FL 32534



**G. Daniel Green**

REALTOR®  
COMMERCIAL REAL ESTATE

G. Daniel Green, MAI, SRA, St. Cert. Gen. REA #RZ836  
Susanne S. Timmons, St. Cert. Res. REA #RD4984 | Paula M. Pelezo, St. Cert. Res. REA #RD7497  
Daniel T. Solomon, St. Cert. Res. REA #RD2100 | Benjamin F. McDaniel Registered Trainee #R123426

**G. DANIEL GREEN & ASSOCIATES, INC.**

Appraisals, Sales, & Consulting

---

**SUMMARY APPRAISAL REPORT**

**SUBJECT PROPERTY**

VACANT COMMERCIAL LAND  
8300 N PALAFOX STREET  
PENSACOLA, FL 32534

**DATE OF OBSERVATION**

May 10, 2011

**REPORT DATE**

May 18, 2011

**CLIENT/INTENDED USER**

Judy Cantrell  
Real Estate Acquisition Specialist  
Escambia County Public Works Bureau  
3363 W Park Place  
Pensacola, FL 32505

---

**Prepared By:**

G. Daniel Green, MAI, SRA  
Benjamin F. McDaniel

Certified General Appraiser RZ836  
State-Registered Trainee Real Estate Appraiser #RI23426

**G. Daniel Green & Associates, Inc.**  
103 Baybridge Gulf Breeze, Florida 32562  
Telephone (850) 934-1797  
Fax (850) 932-8679

# G. Daniel Green

May 18, 2011

Ms. Judy Cantrell  
Real Estate Acquisition Specialist  
Escambia County Public Works Bureau  
3363 W Park Place  
Pensacola, FL 32505

Re: Vacant Commercial Land  
8300 N Palafox Street  
Pensacola, Fl 32534

Dear Ms Cantrell:

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property. The following Summary Appraisal Report presents our findings.

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest of the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken; as of May 10, 2011, the date of observation; subject to the attached assumptions and limiting conditions.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the fee simple interest in the subject property as of May 10, 2011 is:

**\$160,000**

**ONE HUNDRED SIXTY THOUSAND DOLLARS  
MARKET VALUE OF SUBJECT 5.62 +/- ACRES  
FEE SIMPLE INTEREST  
MAY 10, 2011**

*Exposure Time: The exposure time linked to the final value opinion is an estimate for this property to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.*

*Marketing Time at concluded value estimate: The marketing time for the subject property is estimated to be eighteen (18) to twenty four (24) months.*

The following is a Summary Appraisal Report utilizing the Direct Sales Comparison Approach to value, solely. The subject is vacant and therefore the Income and Cost Approaches are not relevant and have therefore been omitted in this analysis. This report has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2010 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the scope of work have concluded to a credible opinion of value.

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of The Appraisal Institute.

Due to the current market uncertainty in the US economy, the opinions and conclusions herein are valid as of the effective date of the appraisal only.

*In addition to the included assumptions and limiting conditions, the following also apply:*

1. According to REARS, comparable sale #3 included owner financing. We were unsuccessful at reaching a party to the transaction, and therefore assume the financing to be consistent with market terms. Financing with regard to comparable sale #2 is also unknown and assumed to be consistent with market terms. If this is found to be incorrect, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser's signing this report.
2. We were not provided with any documentation pertaining to any easements which may have an effect on the subject's market value. However, the subject is inclusive of E. Detroit Boulevard. According to Larry Goodwin, Real Estate Acquisition Manager with the Escambia County Planning & Engineering Department, there is not a recorded easement with respect to E. Detroit Boulevard. Mr. Goodwin reported that Escambia County took over maintenance of E. Detroit Boulevard some time ago when it was still a dirt road. The county eventually improved E. Detroit Boulevard with asphalt pavement, curbs, and gutters. Mr. Goodwin indicated that the owners of the subject property could technically petition the county to reduce the width of the right-of-way, in order to allow for a larger usable area with respect to the subject, however, due to the historic and continued maintenance of the county improvements (e.g. pavement, storm drainage, swells), E Detroit Boulevard and related infrastructure will not change. It is therefore assumed that approximately 20% of the subject is encumbered by a prescriptive right-of-way easement for the benefit of the public and adjacent properties. It is further assumed the portion of the subject which is encumbered by said easement will remain encumbered for the foreseeable future, and is therefore not considered as a usable portion of the subject overall acreage, with respect to ability to be developed. If this is found to be inaccurate, this appraisal report and all value indications herein may be considered invalid and subject to review by the appraisers signing this report. See site description for visual reference. If any other easements which may have an impact on the value or marketability of the subject property are found to exist, this appraisal report and all value indications arrived at herein may be considered invalid and subject to review by the appraisers signing this report.

Respectfully submitted,



---

G. Daniel Green, MAI SRA  
State-Certified General  
Appraiser #RZ836

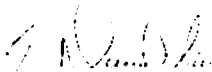


---

Benjamin F. McDaniel  
State-Registered Trainee Real Estate  
Appraiser #R123426

## CERTIFICATION OF VALUE

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the properties that are the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Benjamin F. McDaniel, Trainee #RI23426 (Supervisor: G. Daniel Green, MAI, SRA St. Cert. Gen. REA #RZ836) has personally observed the property that is the subject of this report.
- G. Daniel Green, MAI, SRA St. Cert. Gen. REA #RZ836 has personally observed the property that is the subject of this report. No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of The Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The undersigned appraiser has the knowledge and experience to complete this assignment competently.
- As of the date of this report, G. Daniel Green MAI, SRA has completed the continuing education program of the Appraisal Institute.
- The appraisers signing this report have performed no services regarding the subject property within thirty-six months prior to the effective date of this appraisal.



---

G. Daniel Green, MAI SRA  
State-Certified General  
Appraiser #RZ836



---

Benjamin F. McDaniel  
State-Registered Trainee Real Estate  
Appraiser #RI23426

## **POLICY STATEMENT OF THE APPRAISAL INSTITUTE**

It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or conclusion with respect to neighborhood trends, upon stereotyped biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

## **DISCLOSURE OF COMPETENCY**

The signing appraisers of this report are competent to complete this report in accordance with the competency provision in the USPAP 2010. Appraisers' qualifications are included toward the end of the report.



## TABLE OF CONTENTS

Title Page

Letter of Transmittal

Certification of Value

Table of Contents

	<u>PAGE</u>
Summary of Salient Facts	1
Scope of Work	4
Definition of Market Value	6
Regional Data /Overview	14
Neighborhood Description	23
Physical Description of Subject	31
Highest and Best Use	36
Valuation Methodology	39
Direct Sales Comparison Approach	40
Reconciliation and Final Value Opinion	57
Assumptions and Limiting Conditions	59

Appraiser's Qualifications:

G. Daniel Green, MAI, SRA

## ADDENDA

Invoice

Client Engagement Letter

COMMERCIAL LAND - N PALAFOX STREET & E DETROIT BOULEVARD

**SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS**

<b>PROPERTY IDENTIFICATION:</b>	A 5.62 +/- acre vacant commercial parcel situated at the southeast corner of N Palafox Street & E Detroit Blvd, property is inclusive of E Detroit Blvd, with a street address of 8300 N Palafox Street, Pensacola, FL 32534, Escambia County. Parcel#21-1S-30-1101-001-062
<b>OWNERSHIP:</b>	Rousseau, Ann R & Holly L 14813 Laguna Drive B 102 Fort Myers, FL 33908
<b>LOCATION OF PROPERTY:</b>	The subject is situated at the southeast corner of N Palafox Street & E Detroit Blvd, and portion of Section 21, Township 1 South, Range 30 West.
<b>TYPE OF VALUE:</b>	The purpose of this appraisal is to provide an opinion of the market value of the Fee Simple Interest in the subject property.
<b>PROPERTY RIGHTS APPRAISED:</b>	Fee Simple Interest
<b>DATE OF VALUATION:</b>	May 10, 2011
<b>DATE OF REPORT:</b>	May 18, 2011
<b>ASSESSMENT:</b>	\$161,120- see tax section
<b>TAXES:</b>	\$2,517.95- see tax section
<b>ZONING CLASSIFICATION:</b>	The subject is zoned C-1, Retail Commercial District, per Escambia County Code of Ordinances. - see zoning section for more detail.
<b>SITE AREA:</b>	Per Escambia County website, the subject property is 5.62 +/- Acres

**COMMERCIAL LAND - N PALAFOX STREET & E DETROIT BOULEVARD**

**TYPE OF REPORT FORMAT:** Summary Narrative - Direct Sales  
Comparison Approach only

**HIGHEST AND BEST USE  
AS VACANT & AS IMPROVED:** Land Bank -Commercial

**EXPOSURE TIME:** 18 to 24 months

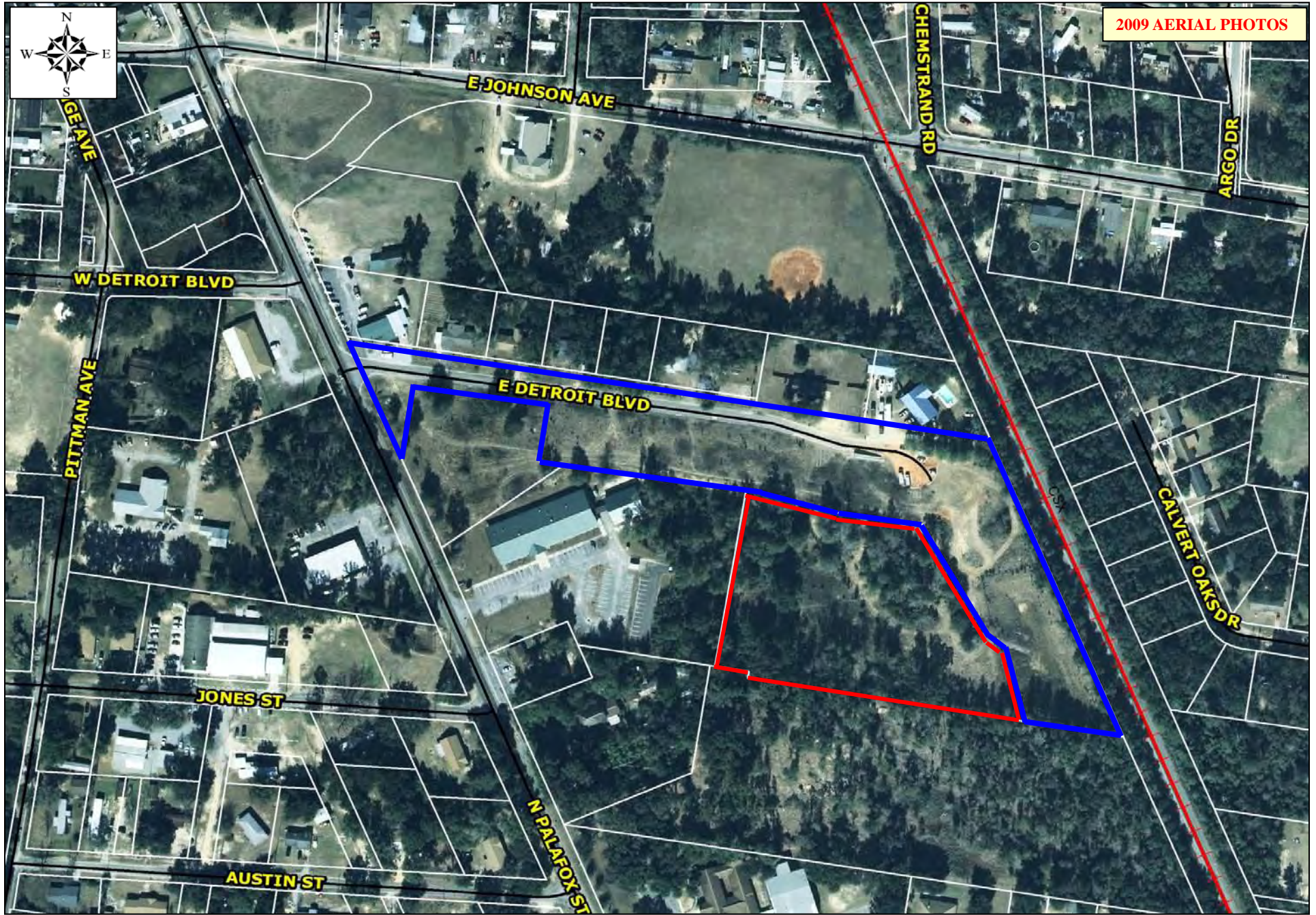
**MARKETING TIME:** 18 to 24 months

**VALUE INDICATIONS:**

Direct Sales Comparison (Land) \$160,000

Final Value Opinion \$160,000



PROPOSED ACQUISITION / ROUSSEAU PROPERTY / EAST DETROIT BOULEVARD



2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 04/14/11 DISTRICT 3

-  ROUSSEAU PARCEL / PARCEL REFERENCE: 21-1S-30-1101-001-062 / ACCOUNT # 023389000 / APPROXIMATELY 4.69 ACRES / APPRAISAL = \$160,000
-  COUNTY PROPERTY



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

**AI-2496**

**County Administrator's Report 12. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Interlocal Agreement with Santa Rosa Island Authority (SRIA) for Summer Mass Transit Service

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Interlocal Agreement with Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2012 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for Summer 2012:

- A. Approve the Interlocal Agreement with SRIA relating to transportation services on Pensacola Beach via Escambia County Area Transit (ECAT) trolleys, from May 25, 2012, through September 3, 2012, with SRIA reimbursing the County for all operating costs; and
- B. Authorize the Chairman or Vice Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Santa Rosa Island Authority will reimburse the County for all operating costs]

**BACKGROUND:**

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beachgoers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach.

The trolley service route runs for 7 days a week during the contract period.

**BUDGETARY IMPACT:**

Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the Interlocal Agreement as to form and legal sufficiency on May 1, 2012.

**PERSONNEL:**

No additional personnel will be required by ECAT as a result of this Interlocal Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Board approval of all Interlocal Agreements.

**IMPLEMENTATION/COORDINATION:**

The Transportation & Traffic Operations Division and ECAT staff will continue to coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

---

**Attachments**

Interlocal Agreement

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,  
FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING  
TO TRANSPORTATION SERVICES ON PENSACOLA BEACH**

**THIS AGREEMENT** is made this \_\_\_ day of May, 2012, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

**WITNESSETH:**

**WHEREAS**, the County and the SRIA are authorized by Sections 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the SRIA desires and requests the County, through Escambia County Area Transit (ECAT), to provide transportation services on Pensacola Beach; and

**WHEREAS**, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions herein set forth; and

**WHEREAS**, the County has a Management Service Agreement with First Transit, INC. giving the Management Company exclusive right to operate, manage and maintain the Escambia County Area Transit and other services, and

**WHEREAS**, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide transportation services on Pensacola Beach.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

**Section 1. Purpose of Agreement.**

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide transportation services on Pensacola Beach.

## **Section 2. Scope of Service.**

The County, through ECAT, shall provide the following transportation service:

(a) **Hours of Service.** ECAT will provide transportation services during the service period on a weekly basis according to the following schedule:

Monday - Fridays (71 days): Two (2) trolleys between the hours of 4:00 p.m. and 12:00 a.m.

Saturdays and Sundays (28 days): Two (2) trolleys between the hours 4:00 p.m. and 12:00 a.m.

(b) **Service Period.** The service period will commence on **May 25, 2012**, and end on **September 3, 2012**.

(c) **Service Route.** The applicable service route is depicted in Exhibit "A", attached hereto and incorporated herein.

Routes and Schedules may be revised as necessary at any time during the term of this Agreement. Any increase in Service Level may require an increase in budgeted costs.

Operators will not deviate from the assigned route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the ECAT Assistant General Manager - Operations.

(d) **Operators and Uniforms.** ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by SRIA and ECAT.

(e) **Service Review.** ECAT and SRIA agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties.

## **Section 3. Compensation and Method of Payment**

In exchange for the provision of such transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in Exhibit "B", attached hereto and incorporated herein.



Costs for additional mass transit service requested by the SRIA, such as Blue Angel weekend or other scheduled beach special events, will be billed at the hourly, variable rate, and clearly identified on the appropriate monthly invoice.

ECAT will submit monthly invoices to the SRIA for the authorized service costs incurred during the previous month, and SRIA will remit all payments to ECAT by the end of the month in which the invoice was received.

**Section 4. Insurance.**

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including but not limited to, commercial general liability coverage with a \$5,000,000 combined single limit and \$5,000,000 excess limit.

Any additional insurance coverage will be the responsibility of SRIA.

**Section 5. Term of Agreement.**

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

**Section 6. Termination.**

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

**Section 7. Liability.**

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

**Section 8. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 9. Assignment.**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Section 10. Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 11. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 12. Interpretation.**

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 13. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 14. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

**Section 15. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County:  
County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

SRIA:  
Chairman  
Santa Rosa Island Authority  
Post Office Drawer 1208  
Pensacola Beach, Florida 32562

Payments to the County shall be sent to:

ECAT  
1515 West Fairfield Drive  
Pensacola, Florida 32501

Invoices to SRIA shall be sent to:

SRIA  
1 Via De Luna  
Pensacola Beach, FL 32561

**Section 16. Prior Agreements Superseded.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 17. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 18. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 19. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: CHAIRMAN  
Date: 5/1/12

Board of County Commissioners  
Escambia County, Florida

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

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

SRIA:  
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: [Signature]  
CHAIRMAN

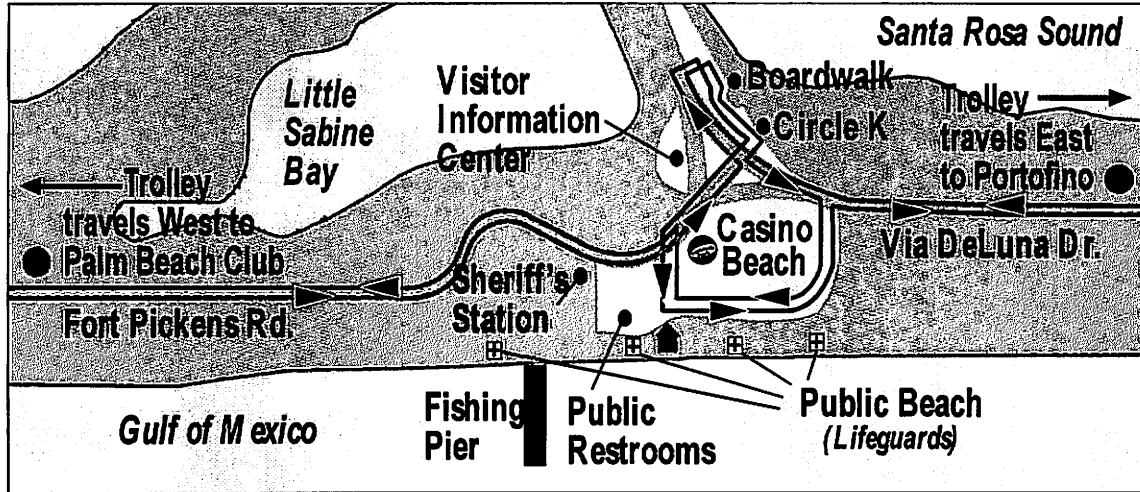
ATTEST:

Date: 4/25/2012

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

The service route is depicted on map below.



## EXHIBIT B

Cost of Service. SRIA agrees to reimburse ECAT for all costs associated with this route service.

**Operating costs for Fiscal 2012 are budgeted as follows:**

Operations .....	\$71,393
Maintenance .....	\$68,593
Insurance .....	\$5,351
General Administration.....	\$5,327
Other G&A .....	0
Management Fee * .....	\$21,203
Total.....	\$171,867

### Fixed Costs

Management Fee.....	\$21,203
General Administration .....	\$5,327
Insurance.....	\$5,351
Total.....	\$31,881
(Service months).....	4
Fixed Costs per Month	\$7,970.25

### Variable Costs

Operations.....	\$71,393
Maintenance.....	\$68,593
Total .....	\$139,986
(Trolley hours) .....	2,020
Variable Costs per Hour .....	\$69.30



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

**AI-2542**

**County Administrator's Report 12. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Purchase Order to ESi Acquisition, Inc., for WebEOC Software for Escambia County EOC

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Purchase Order to ESi Acquisition, Inc., for WebEOC All-Hazard Crisis Incident Management Software for the Escambia County Emergency Operations Center - Michael D. Weaver, Public Safety Director

That the Board authorize award of a Purchase Order to ESi Acquisition, Inc., as a single-source provider, in the amount of \$127,976, for purchase of WebEOC All-Hazard Crisis Incident Software (CIMS), per Proposal Q17499, dated March 13, 2012.

[Funding: Fund 110, "Other Grants and Projects", Cost Centers 330412, 330413, 330482, 330459, Object Code 56801]

**BACKGROUND:**

The Division of Emergency Management is filling a need for a more dynamic and user friendly disaster management software program to enhance documentation and management of disasters in the Escambia County Emergency Operations Center (EOC). WebEOC has been identified as the tool that will address those needs for the County EOC moving into the future. WebEOC is also growing in use throughout the State of Florida in many County EOCs which will enhance interoperable communications between user counties and will allow the sharing of many program enhancements at no additional costs through user groups.

WebEOC is a proprietary software that is only provided by ESi. Other software solutions have been reviewed and a determination made that no other software will satisfy the mission's requirements.

**BUDGETARY IMPACT:**

Funding, in the amount of \$127,976, has been identified from existing and budgeted grant program cost centers and no additional funds are being requested: Fund 110, "Grants and Other Projects", Cost Center 330412, \$11,306; Cost Center 330413, \$19,431; Cost Center 330482, \$62,997; and, Cost Center 330459, \$34,242, Object Code 56801 "Intangible Assets".

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemption; and Section 46-64, Board Approval.

**IMPLEMENTATION/COORDINATION:**

Following Board approval, Public Safety will submit a purchase requisition for the purpose.

---



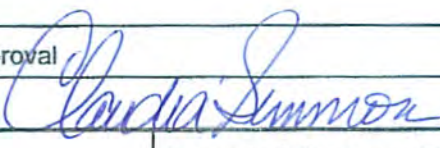
**Attachments**

Sole Souce Form ESI WebEOC

WebEOC Proposal Q17499



## SINGLE SOURCE PURCHASE DATA SHEET

Date Submitted: 4/11/12	Requestor: Brad Hattaway Ext. #
Requisition No.: TBD	Dept./Div. Name: Public Safety/Emerg. Management
Item Description: WebEOC Disaster Management Software	
Your Suggested Vendor=s Name: ESI Acquisition, Inc.	
Vendor's Address: 8601 Dunwoody Place, Suite 126, Atlanta, GA 30350	
Vendor's Phone #: 706-262-2042	Contact Name: Debbie Varlet, VP. Sales/Marketing
Single Source Justification, state why this is the only brand or source which will fulfill your needs:	
<p>WebEOC offers the following where others lack:</p> <ol style="list-style-type: none"> <li>1. Provides an easier to understand end user product.</li> <li>2. Provides strong customer support that will work to resolve problems or provide assistance as we need it and when we need it.</li> <li>3. 20 Florida Counties and 5 Municipalities (and growing) currently utilize WebEOC. The software promotes interoperability between same software users so that counties can monitor and communicate through the system.</li> <li>4. Provides and encourages sharing of program development between users at no cost and with no proprietary restrictions. This will allow counties to share programs and product development to save time and money and eliminate the need to "recreate the wheel" when customizing the software.</li> <li>5. The software provides potential opportunity for website registration interface with the public, that will enhance database management.</li> <li>6. Provides customizing of the software that may be usable for other County Department's day-to-day use, thus improving database management.</li> <li>7. This software has been determined to best fit our local EOC needs in managing disasters.</li> </ol>	
Comment and/or verify if there are other sources of supply that meet this need:	
E Team is currently being utilized in our EOC and is complicated and overwhelming for the end user and does not provide the versatility we now desire and require in an evolving EOC environment. The software has not kept up with other incident management software in the market place. No other software has been identified to meet the need.	
Vendor #1 contacted: NC4-E Team	Telephone: 1-877-605-4444
Vendor #2 contacted:	Telephone:
Vendor #3 contacted:	Telephone:
Attachments: Yes <input type="radio"/> No <input checked="" type="radio"/>	
Requesting Division Head Signature: 	Date:
Requesting Department Head Signature: 	Date: 4/11/12
<b>Review by Purchasing Staff</b>	
Purchasing Division: Buyer Review:	Date:
Supervisor Review:	Date:
<b>Purchasing Manager - Single Source Determination</b>	
Comments:	
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval	
Purchasing Manager Signature: 	Date: 5-4-12
Purchase Order No.: TBD	Amount of Purchase: \$ 127,976.00

# Escambia County



## WebEOC® Proposal

All-Hazard Crisis Incident  
Management Software  
(CIMS) Solution

Prepared for:

Escambia County  
Division of Emergency Management



ESi Acquisition, Inc. • 823 Broad Street, Augusta, GA 30901 • Fax: 706-826-9911 • Phone: 706-823-0911 • [www.esi911.com](http://www.esi911.com)

March 13, 2012

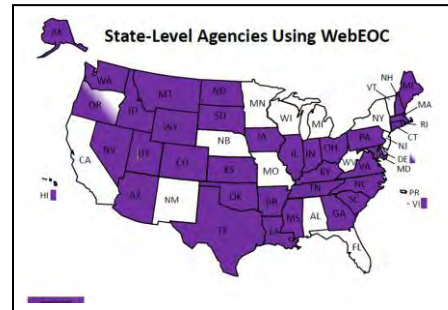
John Dosh  
EM Director  
Escambia County DEM  
6575 North 'W' Street  
Pensacola, FL 32505

**Subject: WebEOC<sup>®</sup> Crisis Information Management Software – Proposal Q17499**

Thank you for your interest in ESi<sup>®</sup> products and services. We hope our understanding of your requirements is accurately reflected in the enclosed Statement of Work (SOW). The total one-time solution price of \$127,976.00 is detailed in the SOW, Appendix F. This includes Year 1 Silver Software Support for WebEOC *Professional* and normal support on all other products. Projected Year 2 costs (\$12,900) based on Silver Software Support can also be found in Appendix F. Out-year software support (Year 2 and beyond) is *optional*. For additional information on ESi's software support plans, see *WebEOC Software Support Plans*, transmitted separately.

ESi has provided customers with information management systems and solutions since 1996. WebEOC<sup>®</sup> *Professional*, our flagship Crisis Information Management Software (CIMS), was the first web-enabled technology specifically designed for emergency management that was both *easy to use* and *customer configurable*. This combination has made WebEOC the industry leading CIMS product with customers at federal, state and local levels both in the U.S. and internationally. In the corporate world, WebEOC customers can be found in banking, finance, defense, energy, entertainment, healthcare, manufacturing, telecommunications and transportation industries.

Today, WebEOC is used by nineteen (19) Departments and Agencies within the Executive and Legislative Branches of the U.S. Federal Government, including the Departments of Agriculture, Commerce, Defense, Energy, Homeland Security, Health and Human Services, Interior, Transportation and Veterans Affairs. The U.S. Senate is a WebEOC customer along with the Environmental Protection Agency (EPA), National Aeronautics and Space Administration (NASA), Government Accountability Office (GAO), and the U.S. Nuclear Regulatory Commission.



WebEOC is used by the District of Columbia and more than 60 state-level agencies in 39 states and territories. Over 50% of all Tier I and II UASI regions in the country use WebEOC. Nationwide, WebEOC is used at the state or local level in 48 of 50 states by hundreds of customers representing thousands of jurisdictions. Joint Task Force-Civil Support, when deployed anywhere in the nation, relies on WebEOC for crisis / consequence management. A partial list of licensed WebEOC customers can be found at <http://www.esi911.com>.

With more than six hundred installations worldwide, we have gained the kind of process and implementation expertise that can only come from implementing WebEOC for an incredibly diverse customer base. In size, customers range from small towns (Dillingham, AK – population 2,468) to large regional implementations (e.g., National Capital Region), statewide rollouts (e.g. South Carolina) and complex-wide federal deployments (DOE). In other examples, WebEOC has been implemented by the U.S. Department of Homeland Security/Transportation Safety Administration where it is used by the Transportation Security Operations Center and hundreds of airports throughout the country to perform incident management, coordination, and provide situational awareness for all

modes of transportation. For similar reasons, WebEOC *Professional* has been adopted by the U.S. Nuclear Regulatory Commission, utilities/nuclear power plants, and scores of counties adjacent to/within nuclear facilities' EPZ (Emergency Planning Zone).

Always committed to the idea of customer configurable software, we expressly shun canned or fixed processes. In each WebEOC implementation, ESI listens to customers to gain an understanding of their business rules and workflow, and the results of that discovery become the basis for the overall system design and configuration.

Our extensive experience implementing WebEOC has taught us the importance of understanding not only your agency's mission, but its immediate and long term goals. Ultimately, our desire is to provide a solution, not just software. With respect to initial WebEOC deployments, the most successful projects involve some level of design review followed by development and implementation of specific process elements that have been tailored – to the extent possible – to an agency's individual requirements. ESI can estimate these services based on past installations for similar customers, but as we are constantly reminded, each customer is unique and has unique requirements. A suggested plan for the Escambia County DEM's initial WebEOC roll-out is described in the Statement of Work.

As former emergency managers, we take seriously our commitment to provide not only software, but solutions designed to meet your needs; solutions that are flexible and can be configured, if desired, by you, the customer; solutions that are easy to use – something often claimed by other vendors but proven time and again by WebEOC customers who train the inevitable alternate or new user who is called out / activated for the first time without the benefit of initial training or ever having participated in a drill/exercise.

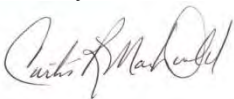
There are no hidden or recurring costs with WebEOC. WebEOC does not rely on third party products whose licenses must be renewed annually. Nor must additional licenses be purchased as the number of responders needed to manage an event increase.

Pricing will remain valid for 180 days from the date shown in the quotation. Pricing for WebEOC *Mapper Professional* is estimated until a completed Mapper survey has been returned and ESI has validated customer's GIS environment. Taxes are not included. If your agency is tax exempt, we request a tax-exempt certificate accompany your purchase order.

After you have had an opportunity to review this proposal and the accompanying information, please contact our office should you have additional questions or desire any changes. As appropriate, the Statement of Work should be shared with other members of your organization (e.g. information technology, emergency management, GIS, etc.) who may be responsible for or involved in the delivery of products or services related to this procurement.

Thank you for considering ESI for your Emergency Management and Public Safety needs.

Sincerely,



Curtis R. MacDonald  
Chief Operating Officer

## Statement of Work For WebEOC® Products and Services



### ESi Contact Information

Erin Jacobs, Sales  
823 Broad Street, Augusta, GA 30901  
(706) 262-2044 (Telephone)  
(706) 823-9911 (Facsimile)  
[ejacobs@esi911.com](mailto:ejacobs@esi911.com) (email)

ESi Acquisition Inc. | 823 Broad Street, Augusta, Georgia 30901  
(800) 596-0911 | (706) 826-0911 Fax | [sales@esi911.com](mailto:sales@esi911.com) | [www.esi911.com](http://www.esi911.com)

## Contents

1.0	Project Plan .....	1
2.0	Solution Overview .....	1
3.0	Pricing and Schedule .....	2
4.0	Invoicing .....	2
5.0	Contacts .....	2
6.0	Planning and Preparation .....	2
6.1	Project Management .....	2
6.2	Contracting / Procurement .....	3
6.3	Site Preparation .....	3
7.0	Implementation .....	3
7.1	WebEOC® <i>Professional</i> .....	3
7.1.1	Administrator Training .....	3
7.1.2	Discovery .....	3
7.1.3	Process Configuration .....	4
7.1.4	Process Validation/Targeted User Training .....	5
7.2	WebEOC® <i>Mapper Professional</i> .....	5
7.3	EM Constellation Interface .....	6
APPENDIX A – ESI / CUSTOMER RESPONSIBILITIES .....		7
APPENDIX B – SYSTEM REQUIREMENTS .....		14
APPENDIX C – WebEOC® SYSTEM ARCHITECTURE .....		19
APPENDIX D – TRAINING .....		21
APPENDIX E – IMPLEMENTATION AND TRAINING PREREQUISITES .....		23
APPENDIX F – COST PROPOSAL (Q17499) .....		28

## 1.0 Project Plan

This proposal provides details of the proposed plan for delivery of products and services and outlines responsibilities of both ESI and the Customer.

## 2.0 Solution Overview

ESI will provide the following products and services in support of this project.

- ESI WebEOC® *Professional* with Local Disaster Recovery Solution and 1 Year Silver Software Support
  - WebEOC *Professional* Redundant Server Software (one per target server)
  - Double-Take Availability Software – Standard Edition with 1 Year Support<sup>1</sup> (one per source and each target *database* server)

NOTE: Unless otherwise stated, this proposal assumes operating system software on both source and target database servers is Windows Server 2008 Standard. If one or both servers have Windows Server 2008 Enterprise, contact ESI and a revised proposal will be issued.

- ESI WebEOC® Plug-in(s) with 1 Year Software Support
  - ESI WebEOC® *Mapper Professional*
- EM Constellation Interface
- Professional Services – Project Management; remote installation of WebEOC *Professional*, WebEOC *Mapper Professional* and Double-Take software on customer-provided servers; onsite WebEOC *Mapper Professional* configuration; onsite training and implementation and offsite board and process configuration as summarized below (services onsite unless otherwise indicated). ESI will provide the EM Constellation Adapter to Escambia County. Services will include board building, adaptation to the local Resource Request process, remote installation and remote configuration.
  - WebEOC Administrator and Board Builder Training – One (1) person, two (2) days
  - WebEOC Discovery (Requirements Gathering) – One (1) person, one (1) day
  - WebEOC Offsite Configuration – One (1) person, two (2) days
  - WebEOC Process Validation and Selected User Training – One (1) person, two (2) days
  - GIS Configuration – One (1) person, two (2) days
  - EM Constellation Interface - One half-day (4hours) remote training

---

<sup>1</sup> Double-Take support is provided through the Double-Take Support Portal at <https://support.doubletake.com>.

### 3.0 Pricing and Schedule

Pricing, to include options, is contained in Appendix F (Quote Q17499; Option(s) P21453) and is subject to change based on mutually agreed upon changes in scope. Travel costs are estimated based on the federal JTR. Airfare (if applicable) assumes coach seating, refundable tickets.

The number of “on-site” days quoted is based on the scope of work accepted by Customer and assumes that Customer is fully prepared to receive purchased services (i.e. conditions of Customer checklist are met, supporting hardware and software are in place and installed, designated staff is available, etc.) as scheduled. Should ESi be required to remain “on-site” in excess of the quoted time, at the request of the Customer or due to delays caused by the Customer’s lack of preparation, such time and related expenses shall be billed to the Customer at ESi’s then-current rates.

If additional time is required to complete the project beyond that available during initial installation, ESi will coordinate with Customer before taking any action. When Customer’s purchase order includes professional services in excess of what is required, hours not used can either be “banked” for future development or ESi can bill only for actual hours used.

### 4.0 Invoicing

Customer will be invoiced for products when shipped by ESi to the Customer. Services (excluding support delivered as part of a Software Support Plan) will be invoiced monthly, as delivered. All invoices are payable NET30.

### 5.0 Contacts

Sales	Project Manager	Regional Manager
Erin Jacobs	Randy Cantu	Mark Goodman
Inside Sales	Project Manager	Regional Manager
(706) 262-2044	(706) 262-2588	910-386-8540
ejacobs@esi911.com	rcantu@esi911.com	mgoodman@esi911.com

### 6.0 Planning and Preparation

#### 6.1 Project Management

Following notification of Project Award, the ESi Project Manager schedules and conducts a Project Kick-Off Meeting (Conference Call). This meeting is intended to confirm the Statement of Work and discuss the implementation schedule. The Statement of Work contains a detailed description of the roles and responsibilities for ESi and the Customer. Project Management provides scheduling, project plan development and management, coordination of Customer and ESi teams, requirements management, invoicing support, issues and action items tracking, and project communication.



## 6.2 Contracting / Procurement

Following receipt of a purchase order and consistent with the proposed delivery schedule as coordinated with the Customer, ESI will order any hardware and third party software specified in Section 2.0.

## 6.3 Site Preparation

Prior to delivery of services, both ESI and Customer have specific responsibilities as outlined in Sections 6, 7 and Appendices A and E. ESI will *remotely* install WebEOC and Double-Take software, or work with Customer remotely to effect installation on Customer production servers.

## 7.0 Implementation

### 7.1 WebEOC® *Professional*

Onsite services will begin with a brief kick off meeting with the Customer. This meeting is intended to review the implementation schedule and meet with key stakeholders. Unless otherwise stated, WebEOC Administrator Training and Discovery will be completed during a single trip onsite.

#### 7.1.1 Administrator Training

Upon completion of the in-brief and any software testing, WebEOC *Professional* Administrator and Board Builder training is provided to WebEOC “Administrators”. Training is also provided on WebEOC *Mapper Professional*. Depending on the time needed to verify / test the software on Day 1, Administrator training typically concludes on Day 2. WebEOC Administrator class size should not exceed ten students. Although a minimum number is not specified, training should include enough system administrators to ensure one is available for duty during any protracted event.

WebEOC Administrator and Board Builder training is provided to the person or persons responsible for administering the system. Administrator training will provide instructions on how to setup and manage WebEOC. Administrators need not be IT professionals. *Users should not attend Administrator training.*

All on-site WebEOC courses require a classroom with a computer for each student, access to the network hosting WebEOC, and a data projector and screen for the instructor. An overview of WebEOC Administrator training is contained in Appendix D. ESI provides a course syllabus and two Administrator and Board Building Student training manuals with every install.

#### 7.1.2 Discovery

Upon completion of training, ESI will facilitate a Discovery session in order to determine how Customer will use WebEOC during day-to-day operations, special events and man-made or natural disasters. Prior to Discovery, Customers must be prepared to describe to onsite ESI personnel local agency processes / procedures outlined in Appendix E.

WebEOC contains several mission critical processes for crisis management. Examples of these processes include Mission/Tasking, Situation Reporting, Significant Events, and Incident Action Planning. ESI understands that each customer has different needs, and this stage is used to understand local

requirements in order to adapt these to WebEOC out-of-the box processes. Discovery participants must include the Emergency Management Director or his/her designee along with ICS or ESF leads. These individuals – the EOC Manager and the Command, Operations, Logistics, Planning and Finance representatives (or equivalent) – must describe how an entity operates during an activation – whether a special event (national convention, sporting event, etc.), a response to a manmade or natural disaster or, where appropriate, day-to-day operations. Agency PIOs are also a critical element in this process.

At the conclusion of the Discovery Process, the Customer will apply the lessons learned during Administrator Training and begin the process of (1) entering *Users*, (2) assigning *Users* to *Positions*, (3) assigning *Positions* to *Groups* and (4) assigning preliminary permissions (privileges) to *Groups*. Each user account must be assigned to a position and each position must be assigned to a group. Without a position, a user cannot log in to WebEOC. Without a group, a user does not have permission to any incidents, and without being assigned to an incident, a user does not have permission to any boards, plug-ins, etc., in WebEOC.

To the extent time allows, the onsite ESI representative will work with the Customer's WebEOC Administrator(s) to set up representative accounts. In concert with this effort, we will provide best practices for naming conventions and introduce techniques to deal with multi-jurisdictional implementations where more than one agency may have positions in the system, or the system may be sharing information with other WebEOC installations/agencies.

Apart from the setup of *Users*, *Positions*, and *Groups*, ESI will, if the customer is interested, illustrate boards and processes implemented by/for other WebEOC customers that could be imported and adapted to a Customer's own WebEOC implementation.

### **7.1.3 Process Configuration**

Process Configuration is the build-out of a Customer's WebEOC. Customers rarely implement all of the default, out-of-the box Status Boards or processes that come standard with WebEOC. Instead, they take advantage of the configurability WebEOC offers and implement their own unique requirements. This involves building new status boards, modifying existing, out-of-the-box status boards and/or importing and modifying where necessary status boards from other WebEOC users. In so doing, agencies are able to implement processes that meet the Customer's unique Event Reporting, Mission/Tasking, SITREP and other mission critical requirements.

The amount of time required to configure WebEOC cannot accurately be quantified until the initial Discovery Session is completed and results analyzed. Agency mission, type, size, and complexity all affect the amount of time necessary to configure WebEOC. Also, the Customer's own level of involvement is a key variable.

This proposal includes an estimate (2-days) for offsite ESI configuration services. As noted in Section 3.0, if additional time is required to complete the project beyond that available during the current engagement, ESI will coordinate with customer before taking any action.

Status boards are built and processes implemented based on Customer’s business rules and workflow. To do this, we draw upon our vast knowledge of other implementations around the world and where possible, choose from an assortment of already developed boards that might meet Customer requirements. Based on the Implementation Requirements collected during Discovery, these boards, along with the out-of-the-box boards, are tailored to the extent necessary or new boards are developed from scratch. Whenever possible and requested, we take existing agency procedures into account when configuring WebEOC Status Boards. Adapting WebEOC to existing procedures minimizes the training required of agency personnel.

ESi personnel work with the Customer’s WebEOC Administrator to ensure boards and processes implemented are consistent with agency requirements. This includes ensuring final access privileges are assigned to Status Boards, plug-ins, links and menus and, if appropriate, process permissions are assigned to Organization Groups. Once complete, ESI remotely installs the final board set on Customer’s WebEOC server or if their server is accessible from the internet the process and boards can be configured directly on the server. This also provides ESI personnel an opportunity to review the processes with the Customer’s WebEOC Administrator.

#### **7.1.4 Process Validation/Targeted User Training**

Two Days Onsite - Once a baseline process is developed and installed, *targeted* User training can be conducted. This training, tailored to the Customer’s unique implementation of WebEOC, is administered to selected Users representing key EOC positions. Upon completion of training, the same individuals participate in a mini exercise. The purpose of the exercise is two-fold. First, it tests user knowledge gained during initial training. Second, and more importantly, it validates the WebEOC implementation as directed by the Customer and highlights areas needing improvement. A maximum of two three (3) hour sessions are conducted per day.

Upon completion of onsite training and the exercise, ESI works with the Customer to address any issues identified and, where time permits, implements any needed changes.

See Appendix D for additional information on Administrator and User training.

## **7.2 WebEOC®Mapper Professional**

Implementation services involve remote installation of the WebEOC *Mapper Professional* plug-in, training, mapper-enabling select WebEOC status boards, and separately, GIS configuration services (see Appendix A).

- When installed with WebEOC *Professional*, training for both products is conducted during the same training session.
- GIS configuration services (onsite or remote) are performed separately by personnel from Tucuxi, a subsidiary of ESI.

WebEOC *Mapper Professional* 3.X includes access to a set of default layers through the ESRI ArcGIS Online service. Because this service is provided over the internet, outbound internet access is required to use these default layers. The following default data layers are provided:

### Streets

This layer provides a street map of the United States. The street data is provided and updated by ESRI to ArcGIS Server customers and cannot be updated or modified by ESi.

### Imagery

This layer provides a map of the United States composed of satellite imagery and aerial photography. The imagery data is provided and updated by ESRI to ArcGIS Server customers and cannot be updated or modified by ESi.

### Topography

This layer provides a topographic map of the United States. The topographic data is provided and updated by ESRI to ArcGIS Server customers and cannot be updated or modified by ESi.

Additional GIS data layers may be provided by the Customer and used in *WebEOC Mapper Professional 3.x* but the Customer is responsible for the configuration of those data layers on the GIS server unless otherwise specified in this document.

Data layers available in an ESRI MXD map document format suitable for publishing in ArcGIS Server at the time of *WebEOC Mapper Professional 3* installation can be configured in *WebEOC Mapper Professional 3* by ESi. Data layers provided after installation or provided in another format will require additional GIS configuration services beyond the scope of this project. There is no required set of layers that must be provided. The EM Director typically works with the GIS team to decide which of the available layers will be needed in the EOC during an EOC activation. The specific layers provided in an MXD document for publishing are chosen by the customer.

While not required, the recommended MXDs to be provided for *WebEOC Mapper Professional* are a map document containing roads and other basic transportation features and one containing useful overlay layers, such as:

- Parcel boundaries
- Fire/Police/CIKR facilities
- Schools
- Hazards
- Other layers that may be useful to EOC staff

## **7.3 EM Constellation Interface**

The following services will be provided remotely as part of this phase. Onsite work can be provided with acceptance of a separate quote for travel expenses.

- Adaptation of Resource Request board to the customer's Resource Request process
- Remote installation
- Remote configuration and training

## APPENDIX A – ESI / CUSTOMER RESPONSIBILITIES

This proposal assumes parties will provide products (hardware and software) and/or services as outlined in this Statement of Work.

<b>WebEOC® Professional</b>			
<b>Description</b>	<b>Customer</b>	<b>ESi</b>	<b>N/A</b>
Designate a Project Manager.	√	√	
Appoint sufficient WebEOC Administrators to ensure that at least one is available for duty during a protracted event.	√		
Provide Contact Information for the following positions:			
Emergency Management Director	√		
IT Director or Point of Contact	√		
GIS Point of Contact (If WebEOC Mapper Professional will be installed)	√		
WebEOC Administrator	√		
Two contacts who are to receive (via email) announcements related to WebEOC products and services (e.g. software updates, user conference details, etc.)	√		
Provide address where installation will occur. If implementing a disaster recovery solution, include address where redundant WebEOC installation(s) will occur.	√		
Provide address where administrator training will occur. <sup>2</sup>	√		
Provide address where user training will occur, if different from the above.	√		

<sup>2</sup> Trainees should have their own computers equipped with a supported browser and be able to access the WebEOC server. The room where WebEOC training will take place should have at least one projector connected to a computer with access to WebEOC.

<b>WebEOC® Professional</b>			
<b>Description</b>	<b>Customer</b>	<b>ESi</b>	<b>N/A</b>
Provide servers if hosting WebEOC locally <sup>3</sup> .	√		
Describe hardware environment at primary (and if appropriate, redundant) location(s). Specify whether separate web and database servers or combined web/database server will be provided. NOTE: If WebEOC will be accessed via the internet, separate web and database servers are recommended. Combined web and database server can be used if access will be limited to customer's intranet.	√		
For each web and database server, a supported Microsoft operating system must be provided and installed <sup>4</sup> .			
Provide operating system software	√		
Install operating system software	√		
Install latest security and service pack updates	√		
Install Microsoft Internet Information Service (IIS) on designated web server(s) with all current updates <sup>5</sup> .	√		
Ensure IIS allows execution of ASP.NET.	√		
Provide Microsoft SQL Server software for designated database server(s) <sup>6</sup> .	√		
Install Microsoft SQL Server with latest security and service pack updates.	√		
Provide and install anti-virus software.	√		
Install web and database servers.	√		
Connect server(s) to the network.	√		

<sup>3</sup> If redundant solution will be implemented, additional server(s) are required for each redundant instance. See Section Appendix B for server specifications.

<sup>4</sup> See Appendix B for operating system discussion.

<sup>5</sup> See Appendix B for IIS discussion.

<sup>6</sup> Microsoft SQL Server 2005 or 2008 Standard Edition (licensed per CPU) recommended. See Section Appendix B for additional information.

<b>WebEOC® Professional</b>			
Description	Customer	ESi	N/A
In support of WebEOC software installation, either provide physical and/or remote access to the servers (include special technical considerations / requirements for allowing access – e.g., VPN client, special IP address, etc., OR provide POC who will assist ESI during installation/configuration.	√		
Advise ESI if a proxy server will be required to access the internet.	√		
<p>The WebEOC application requires (A) a Local Administrator account <u>OR</u> (B) a service account with the following rights:</p> <ol style="list-style-type: none"> <li>1. <u>Allow Log On Locally</u></li> <li>2. <u>Act as Part of the Operating System</u></li> <li>3. <u>Database Owner (DBO) access to the Master database in SQL</u> (This allows for the creation of tables, etc., in the WebEOC database. Once the WebEOC database and related tables are created, the DBO right can be changed to Master from the WebEOC database).</li> </ol> <p>Internal security policies must allow for these requirements. Please provide a point of contact who will assist in implementing these local changes should they be required.</p>	√		
Implement all required network security measures (e.g. hardware/firewall) prior to WebEOC installation.	√		
Open port 80 (443 for SSL) when placing the web server behind a firewall.	√		
<p>If replicating (using Double-Take) through a firewall:</p> <ul style="list-style-type: none"> <li>• Windows Server 2003/2008 - allow bi-directional communication over TCP/UDP Port 6320 and ICMP.</li> </ul>	√		
Open firewall port 1433 for SQL if placing a separate web server in a DMZ.	√		
If the WebEOC messaging component is to be used to pass email, SMTP traffic (Port 25) must be allowed on the network.	√		
Provide server IP address(es). If internet access to WebEOC is required, obtain and assign a <i>public</i> IP address.	√		
Obtain SSL certificate (if SSL will be implemented) and install on Web server. NOTE: If web server will be accessible from the internet, ESI recommends SSL certificate be purchased and installed prior to actual use.	√		

<b>WebEOC® Professional</b>			
<b>Description</b>	<b>Customer</b>	<b>ESi</b>	<b>N/A</b>
Provide and install software and hardware to backup the database (as required) <sup>7</sup> . Customer is responsible for implementing database backups and all database maintenance.	√		
Provide and install (remotely when possible) WebEOC products listed in Section 2.0.		√	
Disaster Recovery Solutions:			
Confirm operating system(s) installed on database servers	√		
Provide, install and configure Double-Take Software		√	
Test failover solution. The primary (active) instance of WebEOC will undergo a test to simulate failover to the secondary (passive) instance of WebEOC at the redundant (mirror) site. Upon successful completion, both WebEOC instances will be returned to their normal state.		√	

---

<sup>7</sup> See Appendix B, Disaster Recovery



<b>WebEOC Mapper Professional</b>		
<b>Description</b>	<b>Customer</b>	<b>ESi</b>
If ESRI online map data will be used, ESRI ArcGIS Server 10.0 is required.	√	
If local map or a combination of local and ESRI online data will be used,		
1. Install ArcGIS Server 10.0 or higher (Standard Workgroup, Standard Enterprise, Advanced Workgroup, or Advanced Enterprise) <sup>8</sup> on a customer provided GIS server	√	
2. Provide URL of Geocoding Service if you wish to use an internal geocoding service.	√	
3. Provide documentation of GIS data layers to be included in <i>WebEOC Mapper Professional</i> (i.e. data types and format, map service projections, etc.).	√	
4. Ensure ArcGIS Server map services have been created, published, and names and URLs documented.	√	
5. Ensure ESRI format geocoding service has been created, published, and names and URLs documented.	√	
6. (Recommended) Provide and install software and hardware to backup the ArcGIS database. Customer is responsible for implementing database backup processes.	√	
7. Configure GIS data for access through ArcGIS Server.	√	
8. Although not required for <i>WebEOC Mapper Professional</i> , provide and install ArcEditor or ArcInfo if you will create map layers locally.	√	
9. If SSL is implemented, all GIS data will require set up for encrypted connections.	√	
10. If using internal map services, open connection between the WebEOC web server and the ArcGIS 10.0 server.	√	
11. Ensure that a crossdomain.xml file is installed in the root website on the ArcGIS Server System and that the crossdomain.xml file allows access from the WebEOC Application Server and from any other client user locations.	√	
12. If local map data will be used, ensure that the projection of all local map services is the same on each map service.	√	

<sup>8</sup> With *WebEOC Mapper Professional* v2.0 or higher, ArcGIS Server 9.3 or 10.0 is required on the dedicated GIS server. Unless delivered as part of a bundled solution, customer must provide appropriate ArcGIS Server software

<b>WebEOC Mapper Professional</b>		
<b>Description</b>	<b>Customer</b>	<b>ESi</b>
13. If local maps will be used with ESRI online map data, ensure the projection of all map documents is in WGS 1984 (EPSG-4326) when using the map services that end in _2D. If using other map services, the local map documents need to be in Web Mercator (EPSG-102100) and Mapper will need to be configured to use this projection.	√	
Provide administrative access to the WebEOC web server	√	
If using external ArcGIS Online map services, open Port 80 for WebEOC server and any client machines.	√	
Verify GIS data layers (network accessibility, projection, and symbology).	√	
Provide server names of WebEOC web server and ArcGIS server.	√	
If local map data will be used:		
1. Verify connection between the WebEOC web server and the ArcGIS 10.0 server. Troubleshoot as necessary.		√
2. Configure WebEOC to consume local ArcGIS Server map services.		√
3. Verify local ArcGIS Server map services load correctly in WebEOC <i>Mapper Professional</i> . Troubleshoot ArcGIS Server and IIS as needed.		√
4. Configure WebEOC to point to the local ESRI format geocoding service.		√
5. Verify local ESRI format geocoding services works correctly in WebEOC <i>Mapper Professional</i> and WebEOC Town Square. Troubleshoot as needed.		√
6. Verify that a crossdomain.xml file installed in the root website on the ArcGIS Server System is correctly configured. Troubleshoot as needed.		√
7. Verify that local dynamic GIS data layers (network accessibility, projection, and symbology) operate correctly in WebEOC <i>Mapper Professional</i> . Troubleshoot as needed.		√
Provide or have available on arrival:		
1. Administrative access to WebEOC web server.	√	
2. List of Administrators and Users requiring access to the WebEOC Servers.	√	
Test link from WebEOC <i>Mapper Professional</i> to ArcGIS Server.		√

<b>WebEOC Mapper Professional</b>		
<b>Description</b>	<b>Customer</b>	<b>ESi</b>
Troubleshooting Requirements for online data:		
1. Access to WebEOC Database.	√	
2. Access to IIS on the WebEOC server(s)	√	
Troubleshooting Requirements for local data:		
1. Access to WebEOC Database.	√	
2. Access to IIS on the WebEOC server(s)	√	
3. Access to GIS data and published map document through ArcCatalog and ArcMap	√	
4. Access to published geocoder through ArcCatalog	√	
5. Access to IIS on ArcGIS Server	√	

## APPENDIX B – SYSTEM REQUIREMENTS

### 1.0 User Software

#### 1.1 WebEOC Administrator

Any computer running Microsoft Internet Explorer® 7, 8 or 9. (WebEOC administrative functions are not supported on PDAs).

#### 1.2 WebEOC User

Any computer running Internet Explorer® versions 7, 8, and 9; Google Chrome™ version 11; Mozilla Firefox® version 4; Apple® Safari® version 5. Minimum requirements can be found on respective vendor web sites.

Customers opting for WebEOC Mapper Professional must, in addition to a supported browser, download/install Adobe Flash Player browser plug-in 10.2 or higher.

#### 1.3 WebEOC User – Mobile Devices

WebEOC supports the following mobile operating systems:

- Blackberry OS v6 and later
- Apple iPhone (latest OS version)
- Apple iPad (latest OS version)
- Android devices (v2.1, 2.2, 3.1)

Mobile device users running WebEOC 7.4 and above have access to all board features as well as the following Modules:

- Chat
- Contacts
- File Library
- Messages
- Checklists

**Note:** The ability to upload files on a mobile device is not supported. MapTac, Resource Manager, Team Manager and Mapper Lite/Professional are not supported on mobile devices.

### 2.0 Server Software

General WebEOC server requirements are discussed below. Section 3.0 provides additional system requirements specific to WebEOC *Mapper Professional*.

## 2.1 Operating System (OS) Software

WebEOC® web and database servers require the Standard Edition of Microsoft® Windows Server® 2003/2008 operating system – 32 or 64 bit (64-bit for Itanium servers not supported). Although WebEOC products are fully compatible with the 32 bit version of the OS, WebEOC greatly benefits from the increased performance and resources available from a 64 bit system. The Enterprise Edition of the operating system is not required unless the customer opts for a clustered SQL Server environment.

## 2.2 Internet Information Server (IIS)

WebEOC requires Microsoft IIS 6.0 or higher. For Windows Server 2008, the IIS6 Management Compatibility component must be installed on servers running IIS7. (Note: IIS7 is installed by default on servers running Windows Server 2008).

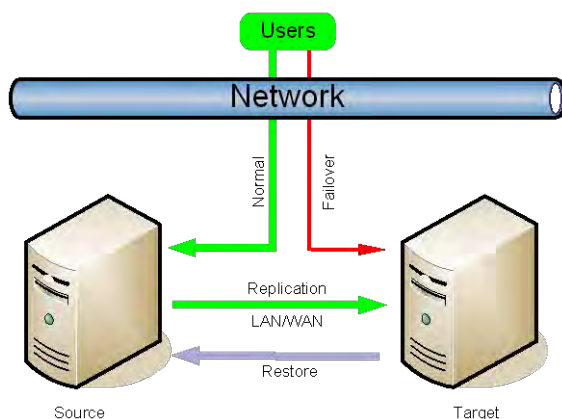
## 2.3 Database (DB) Software

WebEOC requires Microsoft SQL Server. Microsoft SQL Server Express Edition 2005 or 2008 may be used as the WebEOC database. However, Microsoft SQL Server Express is limited in that it only supports one processor, 1GB of RAM and database size is limited to 4 GB. For most WebEOC deployments, Microsoft SQL Server (2005 or 2008) Standard Edition – 32 or 64 bit (licensed per CAL or CPU) is strongly recommended.

## 2.4 .Net Framework

Microsoft .NET 3.5 Framework 3.5 SP1 must be installed.

## 2.5 Replication Software

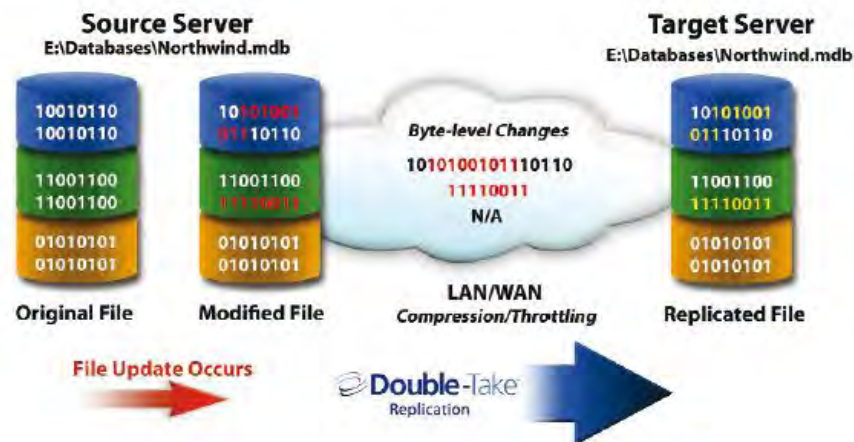


Due to the dynamic structure of the WebEOC database and the dynamic capabilities within WebEOC, a higher level of mirroring to copy the data and structure in real time is needed. Native Microsoft SQL Server 2008 tools can be used to configure this replication, however, configuring and maintaining these tasks can be difficult<sup>9</sup>.

ESi-provided Disaster Recovery solutions involve Double-Take® Availability software by Vision® Solutions. Double-Take Availability:

- Provides continuous data replication over any distance
- Replicates to a disaster recovery site over standard IP networks (LAN, WAN or VPN)
- Replicates physical or virtual servers
- Replicates only the bytes that change

<sup>9</sup> Customers electing Microsoft SQL Server 2008 or other third party replication/mirroring tools must obtain installation and maintenance support from the appropriate vendor.



The Double-Take Availability software *Edition* required (*Standard* or *Advanced*) is determined by the Microsoft Windows Server 2003<sup>10</sup>/2003R2/2008/2008R2 *Operating System* installed on the servers hosting the Microsoft SQL Server *database* dedicated to *WebEOC*. If the database server Windows Operating System (OS) is the Standard Edition, Double-Take Availability Standard is required. Any database server in the replication set with the Enterprise Edition of the OS requires Double-Take Availability Advanced Edition. Clustered SQL environments require Double-Take Advanced Server on each SQL node.

Double-Take is installed on each *WebEOC database* server in the replication set (primary [i.e., source] server and each redundant [i.e. target] server). There is no limit to the number of redundant servers that may be employed. (NOTE: Each redundant server also requires its own *WebEOC Redundant Server* license.)

By replicating only the bytes that change, Double-Take uses the absolute minimum bandwidth required to replicate data. In the event of a failure of the source machine, Double-Take can initiate a failover to the target data set. Depending on network architecture, following a failover, *WebEOC* users would either log back into the system, or access *WebEOC* through an alternate URL.

## 2.6 Backup Software

Redundant, mirrored servers that constantly replicate data provide a disaster recovery capability and minimize the amount of time necessary to recover from an outage. A secondary or 'target' server can be activated in seconds or minutes (depending on failover strategy), providing user access to all information entered into *WebEOC* up to the time of failure/outage.

Customers should not rely on Double-Take (or any other replication software) as their sole Disaster Recovery solution. Should data become corrupt on a primary (source) server; the corruption would be

<sup>10</sup> Each Windows 2003 operating system requires Service Pack 1 or later.

replicated to the secondary (target) server. ESI recommends a combination of tape backup and Double-Take to maintain a disaster recovery capability.

All WebEOC data is stored in the SQL database. Backups and restores of the database can be performed either through standard SQL tools and maintenance plans or through the use of third party backup applications capable of handling an open/active SQL database. ESI suggests the use of SQL maintenance plans to back up the entire WebEOC database to disk daily while backing up the transaction logs hourly. These files can then be transferred to tape using standard backup software. This method ensures that, in the event of an emergency, the WebEOC database can be quickly and easily restored through SQL Enterprise Manager.

### 3.0 **WebEOC Mapper Professional**

WebEOC Mapper Professional is installed on the WebEOC web server. Unless Customer opts to only use maps provided by ESRI ArcGIS Online, a separate server that hosts map services with ESRI® ArcGIS® Server software installed must also exist or be provided. Customers electing to use ESRI's ArcGIS Online data must have an ESRI ArcGIS Server 10.0 License.

Requirements specified below apply to the WebEOC application (web) server.

- ESI WebEOC Professional, ST, or Air Version 7.3 or higher.
- ESI WebEOC *Resource Manager* 2.0 or higher (if enabling GIS functionality in *Resource Manager*)
- ESRI ArcGIS Server Standard (Workgroup or Enterprise) version 10.0 or ArcGIS Server Advanced (Workgroup or Enterprise) version 10.0 must be installed on a separate GIS server (the GIS server can be existing hardware). Unless delivered as part of an ESI-provided, bundled solution, customer must provide appropriate ArcGIS Server software.
- For non-ArcGIS Online customers, map and geocoding services must be configured on the customer's dedicated ArcGIS server. The customer map services on the ArcGIS server must:
  - Have a tile cache.
  - Have REST interface support enabled
  - If local maps will be used with ESRI online map data, ensure the projection of all map documents is in WGS 1984 (EPSG-4326) when using the map services that end in \_2D. If using other map services, the local map documents need to be in Web Mercator (EPSG-102100) and Mapper will need to be configured to use this projection.

Note: While Mapper Professional supports map services in most projections, all map services displayed to a user that use cached tiles must be in the same projection. For example, a map service can use the Web Mercator (EPSG: 102100) projection. But in that case, all map services that use cached tiles must use that projection. Map services that use dynamic tiles and WMS map services can use different projections. Two different projections cannot be used at the same time in WebEOC Mapper Professional for map services with cached tiles

ArcGIS Desktop is necessary for publishing local map services to ArcGIS Server for consumption by Mapper.

- The Routing tool in the user interface accesses ESRI’s ArcGIS Online routing task service and requires an Internet connection to fully utilize the feature.
- A desktop editor (ArcEditor or ArcInfo) will be required to create additional map layers that can be added to the Mapper installation.

## 4.0 Hardware

### 4.1 WebEOC

WebEOC does not require proprietary hardware. Typical WebEOC web and database server requirements are specified below.

	Web Server	Database Server
Processors	<b>Two</b> - Quad Core Intel Xeon <b>2.6GHz</b> /2x6MB Cache, 1333MHzFront Side Bus	<b>Two</b> - Quad Core Intel Xeon <b>3.33GHz</b> /2x6MB Cache, 1333MHzFront Side Bus
Memory	4 GB	4 GB
Hard Drive	<b>Two</b> (2) 146GB, SAS, 15K	<b>Six</b> (6) 146GB, SAS, 15K
Hard Drive Config	<b>RAID1</b>	<b>RAID1/RAID5</b>
NIC	GB NIC	GB NIC
CD-ROM	DVD ROM	DVD ROM
Power Supply	Redundant PS	Redundant PS

WebEOC will also work in a virtual environment as long as the Virtual Machine (VM) has the same dedicated hardware resources as the minimum hardware specifications above.

### 4.2 GIS

Go to <http://wikis.esri.com/wiki/display/ag93bsr/ArcGIS+10.0+System+Requirements> for ArcGIS Server requirements.

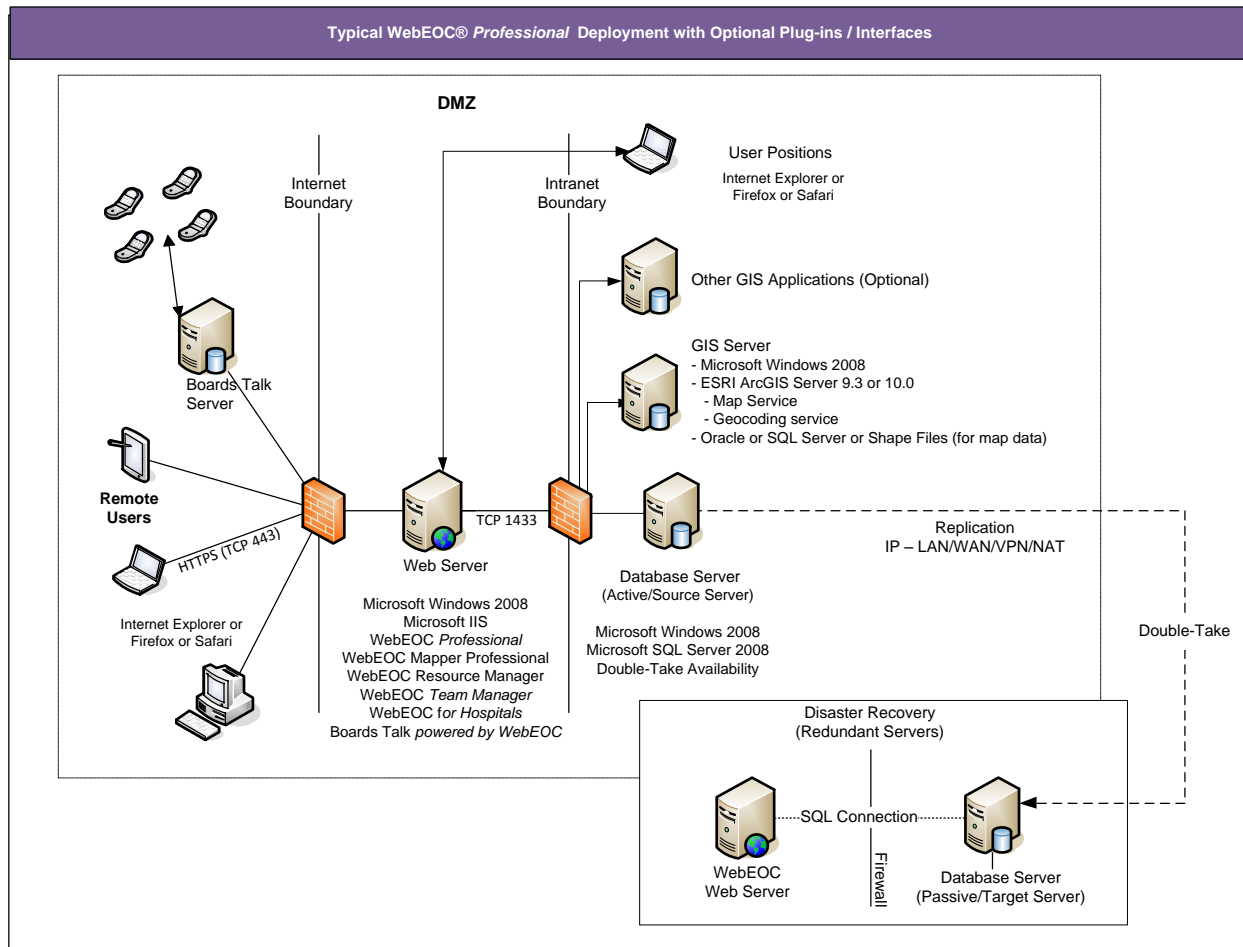
Note: WebEOC *Mapper Professional* requires the server hosting ESRI ArcGIS Server software have a Microsoft Windows Server 2003 or 2008 Operating System.



## APPENDIX C – WebEOC® SYSTEM ARCHITECTURE

### 1.0 Technology Overview

ESi solutions are built to industry standards. WebEOC employs the Microsoft .NET Framework 3.5 SP1 and are SOA-aware for published service activity (i.e., Web Services). All make extensive use of XML technology - in particular, the XML parser developed by Microsoft. Much of the business logic is written in Microsoft C#/.Net 3.5/ASP.Net 3.5<sup>11</sup>. WebEOC also makes use of stored procedures within Microsoft SQL Server to improve performance and scalability.



<sup>11</sup> In this context, ASP stands for Active Server Pages. ASP.NET is a program that runs inside Internet Information Services (IIS). IIS is Microsoft’s Internet Server, a free component with Microsoft’s Windows Server operating system software.

## **1.1 WebEOC Professional**

As a web-enabled database application, WebEOC utilizes web pages for data entry and retrieval to a Microsoft SQL database. Users access the application utilizing Internet Explorer 7, 8, or 9; Google Chrome™ version 11; Mozilla Firefox® version 4; Apple® Safari® version 5. The web component of the application is ASP.NET and HTML delivered over TCP/IP port 80 (443 if SSL is implemented). The communication between the WebEOC web server and the database is over TCP/IP port 1433 via .NET database components. Access to the database is controlled by setting an identity for WebEOC which is assigned DBO access to the database. Both the web server (IIS) and database server (SQL Server) can reside on a single machine, or on separate machines (strongly recommended).

## **1.2 WebEOC Mapper Professional**

As a plug-in to WebEOC, *WebEOC Mapper Professional* installs the ESRI FLEX API on the WebEOC web server and utilizes web pages for data entry and retrieval to the WebEOC Microsoft SQL database. *WebEOC Mapper Professional* retrieves GIS map data from a separate GIS server running ESRI ArcGIS Server version 10.0. Supported client web browsers include Internet Explorer 7, 8, or 9; Google Chrome™ version 11; Mozilla Firefox® version 4; Apple® Safari® version 5. In addition, the Adobe Flash Player browser plug-in version 10.2 (or greater) is required for client web browsers. The web component of the application is a combination of ASP.NET, HTML, and Adobe Flex delivered over TCP/IP port 80 (443 if SSL is implemented). The communication between the WebEOC client users and the GIS server is over TCP/IP port 80 or 443 using industry standard ESRI ArcGIS Server 10.0 REST web services. The ArcGIS Server must reside on a separate server.

## **2.0 Network**

### **2.1 General**

WebEOC can be installed on customer equipment residing on a LAN/WAN (Local/Wide Area Network) or it can be a hosted (ASP<sup>12</sup>) solution in which ESi provides the hardware, software and infrastructure needed to run the application. Once installed, any method capable of transmitting TCP/IP traffic via HTTP/HTTPS can provide service to clients. This includes, but is not limited to land-line wired connections, Wi-Fi networks, Satellite-based networks and packet radio.

### **2.2 SSL**

For security purposes, ESi recommends locating the IIS servers in the DMZ and implementing SSL.

### **2.3 Load Balancing**

WebEOC products are scalable in that additional load balanced web servers can be added to the configuration as the need is identified. When load balancing is employed, the load balancer must be configured to allow a client connection to retain its affinity for a single server.

---

<sup>12</sup> Application Service Provider

## APPENDIX D – TRAINING

### 1.0 WebEOC® Administrator

WebEOC End-User Train-the-Trainer, Administrator and Board Building Training cover the administration of a WebEOC system. In addition to the items in the End-User training course, the WebEOC Administrator and Board Building Course addresses the following:

- Adding Positions, Users and Groups.
- Creating External Links (URLs).
- Creating Menus.
- Creating Incidents and Masterviews.
- Creating Reports.
- Creating Admin Profiles.
- Archiving Incidents and creating simulations.
- Utilizing the Audit Log.
- Setting up Dual Commit to share information with other WebEOC users.
- Interfacing with an ESiWebFUSION server to communicate with other WebEOC servers, or third-party systems, by acting as the central communications hub to route messages to intended recipients.
- General WebEOC settings.
- Managing Sessions.
- Utilizing Board Builder to design, implement, and maintain an unlimited number of electronic displays (status boards).
- Other Plug-Ins.

ESi will train administrators on how to configure status boards using the WebEOC Board Manager.

Boards can also be built using an HTML editor. Any HTML training is the customer's responsibility. ESi provides 2 Administrator and Board Building Student manuals with every install.

### 2.0 WebEOC® User Training

The WebEOC End-User Training course teaches the basics of operating WebEOC:

- Logging in to WebEOC.
- Understanding the Control Panel.
- Understanding Forms, Links & Plug-ins.
- Accessing, displaying and printing a Report.
- Understanding Chat, Contacts, and Checklists.
- How to communicate among WebEOC users using the WebEOC internal messaging plug-in.
- Using the File Library to store and share files with other WebEOC users.
- How to view weather alerts and forecasts from the National Weather Service's interactive Weather Information Network.
- How maps or images can be displayed and annotated with markers, shapes and labels.
- Discuss how information flows in the customer's specific WebEOC installation:

- Significant Events
- Mission/Task
- Situation Reports
- WebEOC plug-ins.

### **3.0 WebEOC® Specialized Training**

Training outlined below is provided with purchase of the specified plug-in.

#### **3.1 WebEOC® Mapper Professional**

WebEOC *Mapper Professional* training will be provided to agency WebEOC Administrator(s). Administrator training will provide instructions on how to setup and manage WebEOC *Mapper Professional*. This training will include:

- Entering Data to a Mapper-Configured Status Board.
- Accessing WebEOC Mapper Professional from WebEOC and Status Boards.
- Navigating Mapper.
- Using the Mapper tools.
- Adding Mapper capability to a Status Board.
- Converting Existing Fields to Mapper Fields.
- Configuring Map Layers.
- Assigning Map Symbology.

#### **3.2 EM Constellation Interface**

ESi will conduct one half-day (4 hours) remote train-the-trainer training session for the customer on the EM Constellation Board and adapter and the integration of the local Resource Request process.

## APPENDIX E – IMPLEMENTATION AND TRAINING PREREQUISITES

### 1.0 Overview

To make the Implementation, Training and Discovery process as productive as possible, Customers must familiarize themselves with this guide. Homework tasks identified herein must be completed before delivery of ESi onsite services. If possible, information gathered should be provided to ESi (e.g. email, fax, etc.) before ESi personnel arrive onsite. Also, by completing these pre-training tasks, it will help you organize existing processes and documentation and give you additional insight into the structure and goals of this project phase.

Upon completion of Administrator Training, the instructor will lead a Discovery process where together you will evaluate current or planned business practices which will guide the process of tailoring WebEOC to best meet local requirements. ESi best practices will also be presented for review and consideration.

### 2.0 Discovery

#### 2.1 WebEOC® Professional

In preparation for Discovery, Customer must provide:

- A detailed organization chart depicting the agency's command structure
- An EOC diagram with all positions displayed.
- Sample copies of daily / position logs
- Copy of SITREP
- List of Positions that will require WebEOC access
- List of Users who will require WebEOC access
- List of commonly accessed links/URLs
- Email address for the WebEOC Administrator Account if sending Email using WebEOC (requires SMTP)

Customers should be prepared to discuss and provide supporting documentation for the following areas of operations:

- Use of ICS and ESF structures
- Plans for multi-jurisdictional use of WebEOC or ESiWebFUSION

A diagram or description of how common emergency management processes are carried out should be provided along with copies of "paper" or whiteboards used for operations. Emergency management practices that will be discussed include:

- Event Reporting
- Requests for Assistance
- Mission/Tasking

- Situation Reporting
- News/Press Release
- Specialized/Categorical Reporting (IAP, Shelters, Roads/Bridges, Resources, etc.)

## 3.0 Users, Positions and Groups

### 3.1 General

As part of the Discovery Process, the customer will apply the lessons learned during Administrator Training and begin the process of (1) entering *Users*, (2) assigning *Users* to *Positions*, (3) assigning *Positions* to *Groups* and (4) assigning preliminary permissions (privileges) to *Groups*. Each user account must be assigned to a position and each position must be assigned to a group. Without a position, a user cannot log in to WebEOC. Without a group, a user does not have permission to any incidents, and without being assigned to an incident, a user does not have permission to any boards, plug-ins, etc., in WebEOC.

**Users and Positions** In most emergency response organizations, *Users* are traditionally assigned to a specific position (e.g. EOC Director, Operations Chief, Incident Commander, etc.). Furthermore, to account for extended shift operations, each *Position* typically has more than one *User*. And because response personnel are often trained to fill more than one *Position*, WebEOC *Users* can be assigned to more than one *Position*.

**Positions and Groups** Within WebEOC, *Users* have access only to the boards, forms, plug-ins and links that are granted to them by the WebEOC Administrator. With respect to Status Boards, WebEOC Administrators further restrict privileges (e.g. read only, read/write, etc.) based on the decision of a local approving authority. So as not to have to assign individual permissions to potentially thousands of *Users* or hundreds of *Positions*, *Positions* are assigned to *Groups*. Likewise, permissions are also assigned to *Groups*.

Group profiles provide WebEOC Administrators a quick and easy method of assigning access privileges. Group permissions are normally based on duties performed, positions assumed, and information required during the course of an incident.

### 3.2 User Account Planning

Before creating a user account, you should determine the User's information and permission requirements. Answer the following questions before creating a User account.

- What will be an appropriate user name and password for the user account?
- What position or positions will the user be assigned to? Does the position already exist?
- Will the user be a WebEOC administrator?
- Will the user need to be able to send e-mails?
- Will multiple users be assigned to the account?
- Color codes for Positions/Sections?

### 3.3 Establishing Groups

Group privileges determine what is available via the Control Panel to the person (Position) logging in to WebEOC. Even single-user positions must be assigned to a group.

In addition to defining the contents of the Control Panel, a group profile provides administrators an additional method to set up, apply, and manage user permissions (read only, read/write, or read/write/delete) that are applied to the positions assigned to the group. When a position is assigned to two or more groups with differing permissions, the users assigned to that position will inherit the combined least restrictive privileges of the groups.

Organizational groups allow system administrators to establish a local process for creating, reviewing, assigning, and tracking mission and task requests in WebEOC. Members of these internal organizational groups can be assigned process permissions which give them tasking and/or requesting capabilities. Since administrators can place limits on who the user can task and what they can view, utilizing organizational groups can eliminate structural miscommunication and duplication of tasks.

Permissions for a user are also determined by the administrator profiles to which they belong. Users assigned to multiple groups and administrator profiles will have the least restrictive permissions from each. If a user needs some administrative privileges, but not all administrative privileges, specific administrative permissions can be configured for the user through the *Admin Profiles Manager*.

Before creating a new group, determine the group's information and permission requirements. Answer the following questions before creating a new group.

- Is there an existing group or set of groups with the proper permissions that would meet the needs of the users? Does a new group need to be created?
- Which positions will be assigned to the group?
- Which incidents will the group need to be granted access to?
- Are process permissions to be assigned to the group?
- Which boards, links, menus, and plug-ins will the group need access? (These items will appear on the users' Control Panel.)
- For each component the group is granted access, what privileges will they require (read only, read/write, or read/write/delete)?

## 4.0 Status Boards

WebEOC includes a typical set of Status Boards. A status board is a display used to transmit and share crisis information in real time. Although pre-built status boards are included in WebEOC, the *Boards Manager* allows customers to create status boards, modify status boards, or delete boards that are no longer needed.

Typical status boards include: Evacuation, Mission/Task, Press Release, Shelters, Significant Events, SITREP, Position Log, and an ICS Form Suite. WebEOC also includes an IAP process and FEMA Forms outlined in the Applicant Handbook, FEMA 323.

As part of WebEOC Administrator training, customers are instructed how to build Status Boards/Forms using the WebEOC Board Builder tool. In preparation for Discovery, customers interested in implementing new Status Boards must be prepared to answer the following questions.

- What's the purpose of the board?
- What is the Status Board Name?
- What type of board (standard, tasking, resource tracking, etc.) is being created?
- What information will be recorded on the board?
- What fields will be needed to capture data? What should fields be named and labeled? What types of fields will be needed (i.e., system field or custom field, text, drop-down list etc.)? Must any of the fields be completed before the data can be saved (mandatory fields)? If so, which ones?

Note: Labels may be unnecessary where the field is obvious such as date, time, source, etc. Labels take up space on the display that could be used more efficiently for data display.

- If a list is necessary, does it currently exist? If not, the list must be built.
- Is a header row or a footer row required?
- Is the board "add only," or will users be allowed to update?
- Will the board be Dual Commit enabled? If so, will entries be dual-committed automatically or manually?
- What options will be applicable to this board?
- Will user input and/or viewing privileges be restricted?
- Will filters be helpful with viewing restrictions?
- Will information posted to this board be data-linked to other boards? If so, which fields will be linked and to which boards and fields will this data be linked?

## 5.0 Security Options

Ultimately, WebEOC Administrators must perform basic setup for all *Users*. In preparation, WebEOC Administrators must:

- Determine whether to allow users to edit their own accounts
- Decide whether to enforce Strong Passwords



- Determine password aging requirements
- Establish minimum password length
- Determine whether to enforce password history
- Establish an account lockout threshold and duration
- Establish the inactivity lockout threshold
- Determine maximum file storage size

## **APPENDIX F – COST PROPOSAL (Q17499)**

See attached price quotation Q17499. Options, if presented, immediately follow the quote and are summarized below.

- Option 1 – (P21453) Year 2 Software Support

**ESI Acquisition, Inc**823 Broad Street  
Augusta, GA 30901**Office (706) 823-0911**  
**Toll Free (800) 596-0911**  
**Fax (706) 826-9911**  
**Website www.esi911.com**

Customer: Escambia County EM (FL)

Address: 6575 North 'W' Street  
Pensacola, FL 32505

Title: EM Director

Contact: John Dosh

Phone: 850-471-6400

Reference:

Summary: Quote for WebEOC Professional, WebEOC Mapper Professional, and EM Constellation Interface

Date: 03/13/2012

Quote Expires: 09/12/2012

Disclaimer: Quotes issued in US Dollars &amp; Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.

**Document Number: Q17499**

Page 1 of 2

Product ID	Description	QTY	Price	Extended Price
SW-CIMS7-PRSS	WebEOC® Professional - Standard Edition v7 w/YR 1 Silver	1	56,250.00	56,250.00
SW-DTSTD-1ST	Double-Take® Standard Edition w/YR1 maintenance	2	3,000.00	6,000.00
SW-CIMS7-PR2S	WebEOC® Professional Redundant Server Software w/YR1 Support	1	5,600.00	5,600.00
TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning, Tng, or Implement Administrator Training and Process Discovery	3	2,000.00	6,000.00
TE-TVLEX-ES	Travel and Per Diem Administrator Training and Process Discovery	1	3,134.00	3,134.00
TS-FCFGD-ES	Daily Rate - Offsite WebEOC® configuration WebEOC Configuration	2	2,000.00	4,000.00
TS-FINSD-ES	FSS Daily Rate - Onsite Inst, Planning, Tng, or Implement User Training and Process Discovery	2	2,000.00	4,000.00
TE-TVLEX-ES	Travel and Per Diem User Training and Process Discovery	1	2,854.00	2,854.00
SW-CIMS7-MPRS-TXI	WebEOC® Mapper Professional w/YR1 Support Assumes ArcGIS Server 9.3 or higher on a separate, customer provided GIS server with access to mapping data.	1	22,425.00	22,425.00
TS-INST-MPR-TXI	WebEOC® Mapper Professional Configuration WebEOC Mapper Professional. Assumption only until completed mapper survey is submitted.	2	2,000.00	4,000.00
TE-TVLEX-ES	Travel and Per Diem WebEOC Mapper Professional	1	2,513.00	2,513.00
SW-CIMS7-EMC	EM Constellation Interface	1	6,000.00	6,000.00

**ESI Acquisition, Inc**823 Broad Street  
Augusta, GA 30901**Office** (706) 823-0911  
**Toll Free** (800) 596-0911  
**Fax** (706) 826-9911  
**Website** www.esi911.com

Customer: Escambia County EM (FL)

Address: 6575 North 'W' Street  
Pensacola, FL 32505

Title: EM Director

Contact: John Dosh

Phone: 850-471-6400

Reference:

Summary: Quote for WebEOC Professional, WebEOC Mapper Professional, and EM Constellation Interface

Date: 03/13/2012

Quote Expires: 09/12/2012

Disclaimer: Quotes issued in US Dollars &amp; Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.

**Document Number: Q17499**

Page 2 of 2

<b>Product ID</b>	<b>Description</b>	<b>QTY</b>	<b>Price</b>	<b>Extended Price</b>
TS-WPGML-ES	Tech Services - Normal Hourly Rate Lead Developer Development associated with initial implementation	8	150.00	1,200.00
TS-PMHOR-ES	Project Management - Normal Hourly Rate (Travel excluded)	16	250.00	4,000.00
	Tax Not Included		127,976.00	0.00
<b>Sum Σ</b>				<b>127,976.00</b>

**ESI Acquisition, Inc**823 Broad Street  
Augusta, GA 30901**Office** (706) 823-0911  
**Toll Free** (800) 596-0911  
**Fax** (706) 826-9911  
**Website** www.esi911.com

Customer: Escambia County EM (FL)

Address: 6575 North 'W' Street  
Pensacola, FL 32505

Title: EM Director

Contact: John Dosh

Phone: 850-471-6400

Reference:

Summary: OPTION - Year Two Software Support

Date: 03/13/2012

Quote Expires: 09/12/2012

Disclaimer: Quotes issued in US Dollars &amp; Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.

**Document Number: P21453**

<b>Product ID</b>	<b>Description</b>	<b>QTY</b>	<b>Price</b>	<b>Extended Price</b>
SS-CIMS7-PRS	WebEOC® Professional, v7 Software Support, Silver	1	9,000.00	9,000.00
SS-CIMS7-MPR-TXI	WebEOC® Mapper Professional Software Support	1	3,900.00	3,900.00
	Tax Not Included		12,900.00	0.00
<b>Sum Σ</b>				<b>12,900.00</b>



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

AI-2471

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/17/2012

Issue: Modification #1 to Subgrant Agreement Between the Division of Emergency Management and Escambia County for Reintatement and Time Extension

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning Modification #1 to Subgrant Agreement between the Division of Emergency Management and Escambia County - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning Modification #1 to Subgrant Agreement #10-DS-39-01-27-01-263, between the Division of Emergency Management (FDEM) and Escambia County:

A. Approve Modification #1 to Subgrant Agreement, between the Division of Emergency Management and Escambia County to modify Contract Number 10-DS-39-01-27-01-263, reinstating the contract and extending its ending date from April 30, 2012, to August 31, 2012.

B. Authorize the Chairman or Vice Chairman to execute Modification #1 and all related documents as required to implement the scope of work.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330459]

**BACKGROUND:**

Contract #10-DS-39-01-27-01-263 was accepted by the Board in its meeting held January 6, 2011, with a contract ending date of April 30, 2012. The Escambia County Division of Emergency Management has requested from FDEM a contract extension through August 31, 2012. This extension will enable Escambia County to implement a scope of work change recently approved by FDEM, allowing sufficient time to spend the remaining funds from this \$72,000 grant. There is no change to existing funding as identified in Fund 110, Other Grants and Projects, Cost Center 330459.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed Modification #1 to Contract #10-DS-39-01-27-01-263 and approved it as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Board's policies requiring all contracts be approved by it for signature by the Chair.

**IMPLEMENTATION/COORDINATION:**

John Dosh, Division of Emergency Management Manager, will continue to oversee implementation of this contract. Coordination will continue with FDEM until the contract is complete.

---

**Attachments**

Mod 1 to 10-DS-39-01-27-01-263

Contract Number: 10-DS-39-01-27-01-263

CFDA Number: 97.067

**MODIFICATION #1 TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
ESCAMBIA COUNTY**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Escambia County ("the Recipient") to modify Contract Number:10-DS-39-01-27-01-263, which began on February 23, 2010 ("the Agreement").

WHEREAS, the Agreement expired on April 30, 2012; and

WHEREAS, the Division and the Recipient desire to reinstate the Agreement, extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin October 1, 2009 and shall end August 31, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA DIVISION OF EMERGENCY  
MANAGEMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: Wilson B. Robertson, Chairman

Name and Title: Bryan Koon, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Date BCC Approved: \_\_\_\_\_

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

Date BCC Executed: \_\_\_\_\_

This document approved as to form and legal sufficiency.  
By: MUSTANA 4/23/12  
Title: ACA  
Date: 4/23/12





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

**AI-2578**

**County Administrator's Report 12. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Change Order to Keegan Temps, Inc. d/b/a Keegan Staffing on Contract PD 08-09.069 "Long-Term Employment Services for FY 12"

**From:** Patrick T. Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning Change Order to Keegan Temps, Inc., d/b/a Keegan Staffing for Long-Term Employment Services for Fiscal Year 2012 - Patrick T. Johnson, Solid Waste Management Department Director

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

Department:	Solid Waste Management
Division:	Waste Services
Type:	Addition
Amount:	\$200,000.00
Vendor:	Keegan Temps, Inc., d/b/a Keegan Staffing
Project Name:	Long-Term Employment Services for FY 12
Contract:	PD 08-09.069
Purchase Order Number:	121011
Change Order (CO) Number:	2
Original Award Amount:	\$5,000.00
Cumulative Amount of Change Orders through this CO:	\$240,000.00
New Contract Total:	\$245,000.00

[Funding: Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, and 230314, Object Code: 53401]

**BACKGROUND:**

The Change Order to Purchase Order No. PD 08-09.069 will allow Solid Waste Management to continue to utilize temporary staffing to assist in its necessary operations.

**BUDGETARY IMPACT:**

Funds are available in Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, & 230314; Object Code: 53401

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

---

**Attachments**

Keegan PO 121011

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

I  
 N  
 V  
 O  
 I  
 C  
 E

CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

V  
 E  
 N  
 D  
 O  
 R

110369  
 KEEGAN TEMPS INC  
 DBA KEEGAN STAFFING  
 826 CREIGHTON ROAD STE A-103  
 PENSACOLA FL 32504-7076

S  
 H  
 I  
 P

SOLID WASTE MANAGEMENT  
 13009 BEULAH ROAD  
 CANTONMENT FL 32533-8801

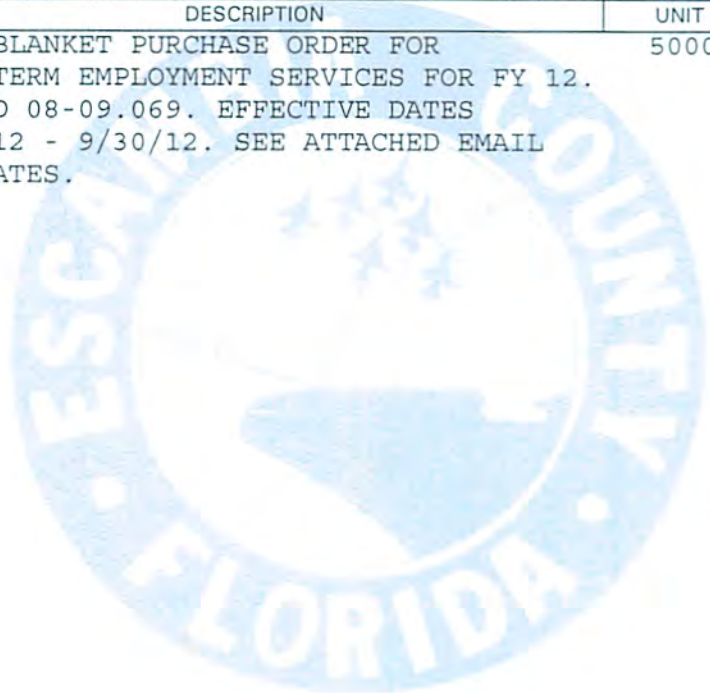
T  
 O

ATTN: SWM DENEEN RUDD 850-937-2175

ORDER DATE: 02/13/12	BUYER: LESTER BOYD	REQ. NO.: 12001084	REQ. DATE: 02/06/12
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.:
--------------------	---------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	OPEN BLANKET PURCHASE ORDER FOR LONG-TERM EMPLOYMENT SERVICES FOR FY 12. PER PD 08-09.069. EFFECTIVE DATES 2/20/12 - 9/30/12. SEE ATTACHED EMAIL FOR RATES.	5000.0000	5,000.00



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	5,000.00
01	230314 53401	5,000.00		<b>TOTAL \$</b>	<b>5,000.00</b>

**APPROVED BY**

*Lester G. Boyd*



**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 121011-1**

**CHANGE DATE: 03/01/12**

I  
N  
V  
O  
I  
C  
E  
CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

V  
E  
N  
D  
O  
R  
110369  
 KEEGAN TEMPS INC  
 DBA KEEGAN STAFFING  
 826 CREIGHTON ROAD STE A-103  
 PENSACOLA FL 32504-7076

S  
H  
I  
P  
T  
O  
SOLID WASTE MANAGEMENT  
 13009 BEULAH ROAD  
 CANTONMENT FL 32533-8801  
 ATTN: SWM DENEEN RUDD 850-937-2175

ORDER DATE: 03/01/12	BUYER: LESTER BOYD	REQ. NO.: 12001084	REQ. DATE: 02/06/12
----------------------	--------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1
--------------------	---------	-------------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
INCREASE COST CENTER: 230314, OBJECT CODE: 53401 IN THE AMOUNT OF \$40,000 FOR ADDITIONAL SERVICES NEEDED:  PREVIOUS PURCHASE ORDER TOTAL DOLLARS: \$5,000 NET DOLLARS ADDED: \$40,000 NEW PURCHASE ORDER TOTAL DOLLARS: \$45,000					
01	.00	LOT	OPEN BLANKET PURCHASE ORDER FOR LONG-TERM EMPLOYMENT SERVICES FOR FY 12. PER PD 08-09.069. EFFECTIVE DATES 2/20/12 - 9/30/12. SEE ATTACHED EMAIL FOR RATES.	40000.0000	40,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	40,000.00
01	230314 53401	40,000.00		<b>TOTAL \$</b>	<b>40,000.00</b>

**APPROVED BY**

*Claudia Simmons*



LB



### CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 110369  
Project Number:  
Department: Solid Waste Management

Vendor Name: Keegan Temps Inc.  
P.O. Number: 121011 C.O. Number: 1  
P.D. Number: Date: 02/28/12

**Notes for Modifying the Scope of Award:**

Increase Cost Center 230314 Object Code 53401 in the amount of \$40,000.00 for additional services needed.

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: 1 Quantity Adjustment: Amount: \$40,000.00  
Deleting Dollars from Line Item No: Adjustment: Amount:

**Modify Notes:**

Date of BCC action: (ATTACH RESUMÉ)

Previous Purchase Order Total Dollars: \$5,000.00  
Net Dollars added or subtracted: \$40,000.00  
New Purchase Order Total Dollars: \$45,000.00

Previous Contract Total Dollars:  
Net Dollars added or subtracted:  
New Contract Total Dollars: \$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
230314	53401		+\$40,000.00	\$45,000.00

RECEIVED  
12 FEB 29 PM 12:34  
PURCHASING DEPARTMENT

Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: Valene M. Rudd Date: 2-28-12

Contract Administrator's Certification & Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Office of Purchasing Review Agent: Leah L. Boyd Date: \_\_\_\_\_

Bureau Chief: \_\_\_\_\_ Date: 2/28/12

County Administrator's Approval: \_\_\_\_\_ Date: 3-1-12

SUNGARD PENTAWATION  
DATE: 02/28/2012  
TIME: 13:25:56

ESCAMBIA COUNTY BOCC  
ENCUMBRANCE STATUS REPORT

PAGE NUMBER: 1  
STATTM21  
INFO: ORDERED BY NUMBER

SELECTION CRITERIA: enclmgr\_enc\_no='121011'

ENCUMBRANCE	COST CENTER	ACCOUNT	PROJ/TAS	ACCOUNT	VENDOR DATE	NAME DESCRIPTION	SALES TAX USE TAX	ORIGINAL PAYMENTS	CHANGE BALANCE
121011-01	230314	53401			110369 02/13/12	KEEGAN TEMPS INC OPEN BLANKET PURCHASE ORD	0.00 0.00	5000.00 0.00	0.00 5000.00
TOTAL REPORT							0.00	5000.00	0.00
							0.00	0.00	5000.00





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

**AI-2572**

**County Administrator's Report 12. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance (PD 10-11.064)

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits) Insurance - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the renewal of Contract PD 10-11.064, Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment (Statutory Death Benefits), to Whitman and Whitman, Inc., to provide Property Insurance not to exceed the amount of \$2,255,224, with one installment of \$1,089,527, to be paid on June 1, 2012, and a second installment of \$1,089,527, to be paid on November 1, 2012, for the period of June 1, 2012, through December 31, 2013.

[Funding: Fund 501 (Internal Service), Cost Center 140835, Object Code 54501]

**BACKGROUND:**

The Boiler & Machinery, Commercial Crime and Accidental Death and Dismemberment coverage renewed separately on January 1, 2012. An 18-month policy was purchased in order to move the policy expiration date to a more favorable time period. This change will move the policy renewal from the beginning of hurricane season. The current renewal for 18 months includes two hurricane seasons with a significant savings for the period. For fiscal year 2012, this premium represents a \$531,795 decrease. In fiscal year 2013 the premium will also represent a similar decrease. The loss limit is \$45,000,000, with no other significant changes in coverage.

**BUDGETARY IMPACT:**

Funds are available in Cost Center 140835, Object Code 54501.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation does not require legal sign off.

**PERSONNEL:**

Risk Management will be the Contractor Administrator. No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

---

**Attachments**

Property Insurance Premiums

## Escambia County Package & Premium Options

Option #	Option	Description	Premium	Period
#1	Swett-Crawford	\$481,535,512 TIV which includes equipment, all vehicles & traffic lights	\$2,255,224 with 2 installments of <b>\$1,089,527</b>	6/1/12 to 12/31/13
#2	CRC Property	\$425,447,927 TIV which does not include vehicles, traffic lights or equipment	\$1,972,258.53 with 2 installments of \$986,129.27	6/1/12 to 12/31/13
	CRC Vehicles	Includes all vehicles	\$47,324.87	6/1/12 to 6/1/13
	CRC Inland Marine	All Equipment including boats & trailers	\$48,247.90	6/1/12 to 6/1/13
	CRC Inland Marine	Traffic Lights	\$18,841.02	6/1/12 to 6/1/13
		<b>Total</b>	<b>\$1,100,543.06</b>	
#3	CRC Property	\$425,447,927 TIV which does not include vehicles, traffic lights or equipment	\$1,972,258.53 with 2 installments of \$986,129.27	6/1/12 to 12/31/13
	CRC Vehicles	Excluding Ambulances	\$37,768.40	6/1/12 to 6/1/13
	CRC Inland Marine	All Equipment including boats & trailers	\$48,247.90	6/1/12 to 6/1/13
	CRC Inland Marine	Traffic Lights	\$18,841.02	6/1/12 to 6/1/13
	VFIS	Ambulances	\$44,420.81	6/1/12 to 6/1/13
		<b>Total</b>	<b>1,135,407.40</b>	
#4	CRC Property	\$425,447,927 TIV which does not include vehicles, traffic lights or equipment	\$1,972,258.53 with 2 installments of \$986,129.27	6/1/12 to 12/31/13
	CRC Vehicles	Excluding Ambulances	\$37,768.40	6/1/12 to 6/1/13
	VFIS	Ambulances	\$44,420.81	6/1/12 to 6/1/13
	C N A	Equipment & Traffic Lights	\$96,166.00	6/1/12 to 6/1/13
		<b>Total</b>	<b>\$1,164,484.48</b>	
#5	CRC Property	\$425,447,927 TIV which does not include vehicles, traffic lights or equipment	\$1,972,258.53 with 2 installments of \$986,129.27	6/1/12 to 12/31/13
	CRC Vehicles	Including Ambulances	\$52,005.35	6/1/12 to 6/1/13
	C N A	All Equipment including boats & trailers	\$96,166.00	6/1/12 to 6/1/13
	CRC Inland Marine	Traffic Lights	\$20,704.42	6/1/12 to 6/1/13
		<b>Total</b>	<b>\$1,155,005.04</b>	



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

**AI-2550**

**County Administrator's Report 12. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Amendment #2 to Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Amendment #2 to Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Amendment #2 to the Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, for the purpose of promoting reinvestment in the Barrancas Community Redevelopment Area and to promote the production of affordable workforce housing for first-time homebuyers:

A. Approve Amendment #2 to the Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, to formally extend the effective period of the Agreement to December 31, 2012; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all related documents as required to fully complete the project.

[Funding: Fund 124-Affordable Housing/Community Development, Cost Center 220406]

**BACKGROUND:**

On May 24, 2007, the Board approved the Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC providing for the cooperative development of mixed income housing in the Barrancas Community Redevelopment Area (see **Exhibit I** for resume). Since the Agreement was approved in 2007, in concert with Neighborhood Enterprise Foundation, Inc. (NEFI), the Community Redevelopment Agency (CRA), the Community & Environment Department and County permitting agencies, Lakewood Investment Partners, LLC has fully completed development of the 90-unit Lakewood Cottages Subdivision on an 11 acre parcel located at the intersection of Lakewood Road and Seamarge Lane in the Barrancas Community Redevelopment Area (see **Exhibit II** for location map). Furthermore, the developer and its selected homebuilders have completed construction of 12 new quality homes in the subdivision (with the 13th under construction), of which a total of 9 have been set-aside for sale to income eligible buyers in accordance with the May 24, 2007 agreement. To date, of the 9 set-aside homes, 8 have been successfully sold to income eligible buyers. The final unit is complete and currently for sale to an eligible buyer. Given the depressed housing market and

tightened mortgage lending, the developer has requested an extension of the Agreement through December 31, 2012 to ensure adequate time to attain the sale of the final workforce housing unit (see **Exhibit III** for Amendment #2). Given the performance to date, especially in the difficult housing market of the last few years, this seems to be a very reasonable request.

**BUDGETARY IMPACT:**

Remaining expenditures (if any) for this project will be provided through Fund 124-Affordable Housing/Community Development, Cost Center 220406.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The amendment has been reviewed and approved by Kristin Hual, Assistant County Attorney. Principals of Lakewood Investment Partners, LLC have also reviewed the amendment.

**PERSONNEL:**

N/A.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Amendment #2 to the existing Agreement must be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

Oversight of the implementation of the Agreement will be provided by responsible divisions of the Community & Environment Department. Lakewood Investment Partners, LLC has a copy of this recommendation and the anticipated County approval schedule and related procedures.

---

**Attachments**

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued7-26. Approval of Various Consent Agenda Items – Continued

16. Taking the following action regarding a \$500,000 Grant from the Northwest Florida Water Management District for the Jones Swamp Wetland and Floodplain Restoration Project:
- A. Approving the *Florida Forever Funding Agreement between the Northwest Florida Water Management District and Escambia County for Jones Swamp Wetland & Floodplain Restoration, NFWMD Contract Number 07-041*, effective May 25, 2007; and
  - B. Authorizing the Chairman to sign the Florida Forever Funding Agreement and any subsequent Grant-related documents, including no-cost extensions.

1853

Speaker(s):

Andrew Blewer

21. Taking the following action regarding the Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, for the purpose of promoting reinvestment in the Barrancas Community Redevelopment Area and to promote the production of affordable workforce housing for first-time homebuyers:
- A. Approving the *Lakewood Cottages Workforce Housing Development Agreement* with Lakewood Investment Partners, LLC, to formally commit a maximum of \$256,410 in Escambia County and/or Community Redevelopment Agency (CRA) indirect financial incentives to stimulate the development of the 90-unit Lakewood Cottages Subdivision on approximately 11 acres lying within the Barrancas Community Redevelopment Area, including the set-aside of at least nine of the parcels and the accompanying homes for entry level workforce housing for families meeting eligibility requirements for the State Housing Initiatives Partnership (SHIP) homebuyer program (Funding Sources: Fund 350/Local Option Sales Tax, Fund 683/CRA, Fund 120/SHIP, and/or Fund 129/Community Development Block Grant); and
  - B. Authorizing the Chairman or Vice Chairman to execute the resulting *Lakewood Cottages Workforce Housing Development Agreement* and all related documents required to fully implement the Agreement and to complete all provisions thereof.

1853

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

19. See Page 40.

20. Taking the following action concerning the *Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida* (funds are made available through the Edward Byrne Memorial Justice Assistance Grant [JAG] Program – American Recovery and Reinvestment Act of 2009):

A. Approving *Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida*, between the Office of the State Courts Administrator and the Escambia County Board of County Commissioners (BCC); this Amendment is being submitted for approval due to the extension of the Grant Program to September 30, 2012; the original Grant-In-Aid Agreement was approved by the BCC on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010; the funding for the program is not to exceed \$268,537.50; and

B. Authorizing the Chairman to the sign the Amendment and all related documents.

21. Taking the following action concerning Amendment #1 to the Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, for the purpose of promoting reinvestment in the Barrancas Community Redevelopment Area and to promote the production of affordable workforce housing for first-time homebuyers (Funding: Fund 124/Affordable Housing-Community Development, Cost Center 220406):

A. Approving Amendment #1 to the Lakewood Cottages Workforce Housing Development Agreement with Lakewood Investment Partners, LLC, to formally extend the effective period of the Agreement to June 13, 2012; and

B. Authorizing the Chairman or Vice Chairman to execute the Amendment and all related documents as required to fully complete the project.

22. See Page 39.

23. See Page 40.

# Lakewood Cottages Subdivision Location



**Disclaimer**

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



**AMENDMENT #2  
LAKEWOOD COTTAGES WORKFORCE HOUSING  
DEVELOPMENT AGREEMENT**

**THIS AMENDMENT**, is made and entered into this 17th day of May, 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**County**") and **LAKEWOOD INVESTMENT PARTNERS, LLC**, a Florida limited liability company organized under the laws of the State of Florida, or its assigns ("Partnership"), its primary mission being investment in real property and/or development of a single family residential subdivision in Escambia County, Florida.

**WITNESSETH:**

**WHEREAS**, the County and partnership are mutually interested in the pursuit of community improvement and the assurance of adequate and affordable housing for all citizens in Escambia County; and

**WHEREAS**, the development of *Lakewood Cottages Subdivision* provided an excellent opportunity for public-private cooperation in the production of mixed income housing in the County; and

**WHEREAS**, on May 24, 2007, the County entered an agreement with the Partnership delivering quality, mixed income, single family workforce housing within urbanized areas of the County to proactively foster redevelopment, reinvestment, sustainability; and

**WHEREAS**, on September 15, 2011, the County and Partnership mutually approved Amendment #1 to the Lakewood Cottages Workforce Housing Development Agreement ("**Agreement**") thereby extending the termination date to June 30, 2012; and

**WHEREAS**, though the Partnership has performed admirably with respect to production of the workforce housing set-aside units, it continues to be hampered by the downturn in the housing market; and

**WHEREAS**, the County and Partnership now wish to further amend the Lakewood Cottages Workforce Housing Development Agreement ("**Agreement**") dated May 24, 2007, as previously amended on September 15, 2011.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Partnership hereby agree to amend the Agreement dated May 24, 2007, as previously amended on September 15, 2011, as follows:

- 1. **ARTICLE X Project Schedule** of the Agreement dated May 24, 2007, as previously amended on September 15, 2011, is hereby further amended as follows:

**ARTICLE X Project Schedule** of the Agreement is hereby amended to increase the amount of time allowed for completion of the nine (9) required set-aside units (homes)

from thirty (30) months from the date of the County issued Final Development Order to fifty four (54) months from the date of the County issued Final Development Order. The Final Development Order was issued by the County on June 13, 2008. Therefore, the final completion date for the project will now be December 31, 2012.

2. **EXHIBIT VII** of the May 24, 2007 Agreement, as attached, and as previously amended on September 15, 2011, is hereby amended to reflect the extension of time afforded the Partnership for completion and sale of the set-aside units (homes) within Lakewood Subdivision as referenced in Section 1 above and other conforming revisions.

3. All other provisions of the original Agreement dated May 24, 2007, as previously amended on September 15, 2011, and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

4. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS**

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

BCC Approved: May 17, 2012

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

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

Escambia County Legal Department Approval:

This document approved as to form  
and legal sufficiency  
By: [Signature]  
Title: [Signature]  
Date: 4/29/12

LAKWOOD INVESTMENT PARTNERS, LLC,  
a Florida limited liability company

ATTEST:

By: \_\_\_\_\_  
Doug Halford, Its General Manager

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Doug Halford, who is General Manager of Lakewood Investment Partners, LLC, who executed this instrument after first being duly sworn and who  is personally known to me, or  has produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public

# EXHIBIT VII

(REVISED: May 17, 2012)

## LAKEWOOD COTTAGES WORKFORCE HOUSING DEVELOPMENT PROJECT IMPLEMENTATION SCHEDULE

<u>Date</u>	<u>Milestone</u>
4/15/07	Project Financing Secured and Available for All Phases of Project (non-County) and Environmental Site Assessment completed
5/24/07	Formalize Development Agreement
5/24/07	Formal Agreement Becomes Effective upon approval by Board of County Commissioners and County approval of Project Development Order (D.O.)
Actual Date of the Development Order (D.O.) as issued by County <b>(D.O. Issued: 6/13/08)</b>	Finalize Development Plans, Complete Construction Drawings/Specifications, and Obtain Required Permitting Authority Approvals
5/24/07	Formal Affordable Project Commitment in place (including County)
Actual Date of the Development Order (D.O.) as issued by County	Site/Subdivision Development in progress (begin construction of subdivision)
12 months from D.O. date	Subdivision Site Development complete and ready for construction of residential homes
30 months from D.O. date	Residential Construction Phase ("affordable set-aside" homes must be completed during this period)
<b>60</b> months from D.O. date) (or <b>12/31/2012</b> )	Set-Aside homes complete and sold to eligible homebuyers
No later than <b>60</b> months from the D.O. date (or <b>12/31/2012</b> )	Subdivision fully completed and "affordable set-aside" residential homes constructed and sold to eligible homebuyers



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

**AI-2523**

**County Administrator's Report 12. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 3733 Navy Boulevard

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 3733 Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 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, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 3733 Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Yvonne Z. Walker, owner of commercial property located at 3733 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,175, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for painting the building exterior; and

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

**BACKGROUND:**

On May 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Yvonne Z. Walker. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

---

**Attachments**

Commercial Facade Grant Y Walker

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT  
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17<sup>th</sup> day of May 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Yvonne Z. Walker, (the "Recipient"), owner of commercial property located at 3733 Navy Boulevard, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.
2. Commercial Façade, Landscape and Infrastructure Grant Program: The CRA awards to the Recipient a Program Grant in the maximum amount of \$1,175, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. In-Kind Match: The Recipient shall provide matching funds in the total amount of \$1,175, which shall be comprised of a cash contribution of \$1,175.
4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. Term: The work to be performed for the Project shall commence after the 17<sup>th</sup> day of May 2012, and the Project shall be complete on or before the 17<sup>th</sup> day of August 2012, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names



and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner II, CRA  
Community & Environment Department  
221 Palafox Place  
Pensacola, Florida 32502

Recipient:

Yvonne Walker  
937 North 72<sup>nd</sup> Avenue  
Pensacola, FL 32506

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: Kristina A. Wood

Title: ACF

Date: 4/23/12

For: **Escambia County  
Board of County Commissioners**

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

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

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

(SEAL)

For Recipient:  
Yvonne Z. Walker  
Yvonne Z. Walker, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April 2012 by **Yvonne Z. Walker**, Property Owner. He/She () is personally known to me/or () has produced PLC12W426... 45... 0 as identification.



Clara F. Long  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

**EXHIBIT I**

**COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT**

Property Owner: **Yvonne Z. Walker**  
Property Address: **3733 Navy Boulevard, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

**Paint the exterior building.**

**Escambia County Community Redevelopment Agency**  
**Commercial Façade, Landscape, and Infrastructure Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)	Address of Property	Property Reference No.
<u><b>Yvonne Z. Walker</b></u>	<u><b>3733 Navy Boulevard</b></u> <u><b>Pensacola, Florida 32507</b></u>	<u><b>38-2S-30-1000-001-003</b></u>

**Total Amount of Lien** **\$1,175**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape, and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

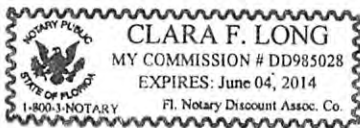
For Recipient:

Yvonne Z. Walker  
Yvonne Z. Walker, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2012 by Yvonne Z. Walker, Property Owner. He/She () is personally known to me or () has produced PL 2 W 426... 45..0 as identification.

(Notary Seal)



Clara F. Long  
Signature of Notary Public  
Clara F. Long  
Printed Name of Notary Public

For: **Escambia County  
Board of County Commissioners**

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

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

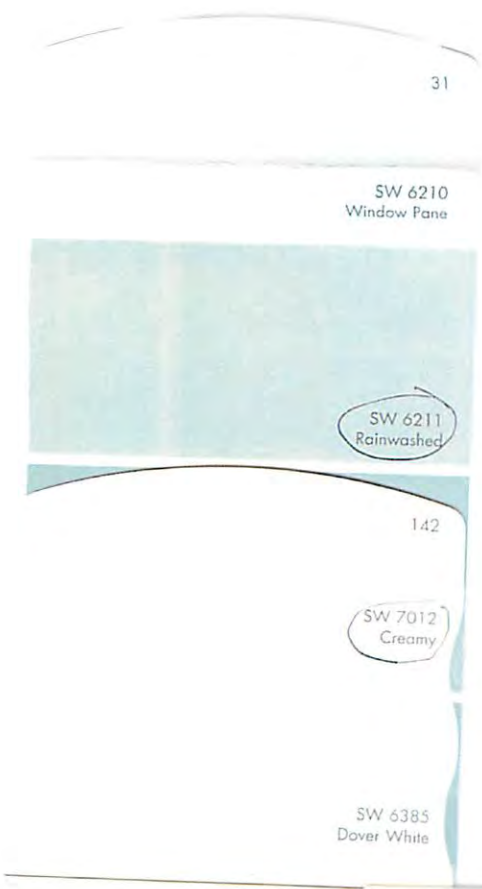
ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

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

This instrument prepared by:  
Clara Long, Urban Planner II  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form  
and legal sufficiency.

By: Kristin Haal  
Title: ACA  
Date: 4/23/12



Clara,

Thanks so much for calling me concerning the signage for 3733 Nady Blvd. The building colors will be - Rainwashed (SW6211) for the wall color and the trim work will be (SW7012) - Creamy.





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

**AI-2507**

**County Administrator's Report 12. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Change Order #5 to PO #111119 to Cardno TBE for 3300 Mobile Highway

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning Change Order Number 5 to PO #111119 to Cardno TBE for 3300 Mobile Highway - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order for environmental remediation at 3300 Mobile Highway:

Department:	Community & Environment
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$45,715.00
Vendor:	Cardno TBE
Project Name:	3300 Mobile Highway
Contract:	PD 06-07.038
PO No.:	111119
CO No.:	5
Original Award Amount:	\$3,500.00
Cumulative Amount of Change Orders through CO #5:	\$112,825.00
New Contract Total:	\$116,325.00

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220342, EPA Brownfield Redevelopment, Object Code 53101]

**BACKGROUND:**

In May 2010, Escambia County was awarded a Brownfield EPA Grant in the amount of \$400,000 to help conduct environmental site assessments on identified Brownfield properties, including the County property located at 3300 Mobile Highway. The environmental assessment for this property demonstrated two possible abandoned underground storage tanks (USTs). This change order will allow for the removal of any tanks, sampling of the soil, and necessary closure activities.

**BUDGETARY IMPACT:**

All funding is provided via Environmental Protection Agency (EPA) Brownfields Community-wide Environmental Assessment Grant: Fund 110, Others Grants and Projects, Cost Center 220342, EPA Brownfield Redevelopment, Object Code 53101.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal consideration is necessary.

**PERSONNEL:**

Community and Environment Department and Community Redevelopment Staff (CED/CRA) will coordinate all activity related to this project.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is consistent with the Board's policies and procedures.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff will implement and coordinate all activities related to this project.

---





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

**AI-2521**

**County Administrator's Report 12. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Residential Rehab Grant Funding and Lien Agreement for 1005 Colbert Avenue

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 1005 Colbert Avenue - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 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 1005 Colbert Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Deanna L. Smith, the owner of residential property located at 1005 Colbert Avenue, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$2,740, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for upgrading electrical wiring; and

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

**BACKGROUND:**

On May 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Deanna L. Smith. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

---

**Attachments**

Rehab Grant Deanna Smith

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17<sup>th</sup> day of May 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Deanna L. Smith, (the "Recipient"), owner of property located at 1005 Colbert Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of \$2,740, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$2,740, which shall be comprised of a cash contribution of \$2,740.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 17<sup>th</sup> day of May 2012, and the Project shall be complete on or before the 17<sup>th</sup> day of August 2012 (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Clara Long, Urban Planner II, CRA  
Community & Environment Department  
221 Palafox Place  
Pensacola, Florida 32502

**Recipient:**

Deanna L. Smith  
1005 Colbert Avenue  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: Kristen Heald  
Title: ACH  
Date: 9/23/12

For: **Board of County Commissioners of Escambia County**

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

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

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:

Deanna L. Smith  
**Deanna L. Smith, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2012 by **Deanna L. Smith**, Property Owner. He/She ( ) is personally known to me or (  ) has produced FL Driver License as identification.

[Signature]  
Signature of Notary Public

Deana Stallworth  
Printed Name of Notary Public



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner: Deanna L. Smith**  
**Property Address: 1005 Colbert Avenue, Pensacola, FL 32507**

The "Project" includes the following improvement to the above referenced property:

**Upgrade electrical wiring.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

**Lien Agreement**

**Applicant Name(s)**  
**Deanna L. Smith**

**Address of Property**  
**1005 Colbert Avenue**  
**Pensacola, FL 32507**

**Property Reference No.**  
**35-2S-31-1000-017-091**

**Total Amount of Lien**

**\$2,740**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.



I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Deanna L. Smith  
Deanna L. Smith, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of April, 2012 by Deanna L. Smith, Property Owner. He/She () is personally known to me or () has produced FL Driver License as identification.



[Signature]  
Signature of Notary Public  
Deana Stallworth  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

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

This instrument prepared by:  
Clara Long, Urban Planner II  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: ACA  
Date: 4/23/12



Electrical Wiring upgrade  
1005 Colbert Avenue



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

**AI-2522**

**County Administrator's Report 12. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Residential Rehab Grant Funding and Lien Agreements for 304 Southeast Kalash Road

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 304 Southeast Kalash Road - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following May 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 304 Southeast Kalash Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Patricia A. Finlay, owner of residential property located at 304 Southeast Kalash Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,730, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for connecting 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.

**BACKGROUND:**

On May 17, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Patricia A. Finlay. A rendering of the project is attached.

**BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

---

**Attachments**

Res Rehab P Finlay

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 17<sup>h</sup> day of May 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Patricia A. Finlay, (the "Recipient"), owner of property located at 304 Southeast Kalash Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$1,730**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,730**, which shall be comprised of a cash contribution of **\$1,730**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **17th** day of **May 2012**, and the Project shall be complete on or before the **17th** day of **August 2012** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient 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 that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

<b><u>County:</u></b>	<b><u>Recipient:</u></b>
Clara Long, Urban Planner II, CRA	Patricia Finlay
Community & Environment Department	304 Southeast Kalash
221 Palafox Place	Pensacola, FL 32507
Pensacola, Florida 32502	

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: ACF  
Date: 4/23/12

For: **Board of County Commissioners of Escambia County**

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

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

Date Executed: \_\_\_\_\_

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

BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipient:**

\_\_\_\_\_  
**Patricia A. Finlay, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by **Patricia A. Finlay**, Property Owner. He/She ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

**Property Owner: Patricia A. Finlay**  
**Property Address: 304 Southeast Kalash, Pensacola, FL 32507**

The "Project" includes the following improvement to the above referenced property:

**Sanitary sewer connection.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency

**Lien Agreement**

<b>Applicant Name(s)</b> <b><u>Patricia A. Finlay</u></b>	<b>Address of Property</b> <b><u>304 Southeast Kalash Road</u></b> <b><u>Pensacola, FL 32507</u></b>	<b>Property Reference No.</b> <b><u>50-2S-30-6090-475-022</u></b>
--	--	--

**Total Amount of Lien** **\$1,730**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

**For Recipient:**

\_\_\_\_\_  
**Patricia A. Finlay, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by **Patricia A. Finlay**, Property Owner. He/She ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
\_\_\_\_\_  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

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

ATTEST: **ERNIE LEE MAGAHA**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

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

This instrument prepared by:  
Clara Long, Urban Planner II  
Community & Environment Department  
Community Redevelopment Agency  
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: \_\_\_\_\_

Title: **HCH**

Date: **4/23/12**



Sanitary Sewer Connections  
304 Southeast Kalash Road



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

**AI-2568**

**County Administrator's Report 12. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Navy Federal Credit Union (NFCU) Rebate

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

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Navy Federal Credit Union Rebate - Charles R. "Randy" Oliver, County Administrator

That the Board approve a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Ordinance 2007-56, and approved by the Board on September 16, 2010. NFCU has completed year three of the criteria established, as noted in the Economic Development Agreement dated April 2, 2009.

[Funds are available in Fund #102, the Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations]

**BACKGROUND:**

By adoption of Ordinance 2007-56, Escambia County created the Economic Development Incentive Ordinance now codified in Sections 78-301 through 78-308 of the Escambia County Code of Ordinances. The intent of the Ordinance is to offer additional incentives to attract, retain, and foster the expansion of business enterprises that provide above-average salaries, benefits and employment opportunities to county residents.

Pursuant to Section 78-306, economic incentives offered under this provision shall be in the form of rebates of ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes and any other available unrestricted general fund revenues that have been paid to the county. Said incentives may be available to certain qualifying business enterprises based upon the number of full time jobs and the corresponding average wage of those jobs created within Escambia County.

Pursuant to Section 78-307, a qualified business may be awarded rebates for eligible expenses that were paid to the county for the year the business created the jobs giving rise to the rebate with said amount being paid over a five year period in equal installments. At the end of the five year period, the business may also be awarded a rebate in the amount of any other unreimbursed eligible expenses that were paid to the county in the preceding five years; however, the total rebate paid by the County may not exceed the maximum amount for which the business is eligible and/or the total amount actually paid to the county during the five year period.

In 2009, Navy Federal Credit Union (NFCU) submitted an application seeking qualification for rebates under the foregoing provisions. The application was approved, and on April 2, 2009, the County entered into an Economic Development Agreement with NFCU in which NFCU agreed to add no less than 75 full time employees with an average wage of \$31,500 on or before March 3, 2010. Upon meeting said requirements, the County agreed to pay NFCU rebates in accordance with Ordinance 2007-56 in an amount not to exceed \$305,767.50.

In accordance with the terms of the aforementioned Agreement, NFCU provided the necessary documentation to show compliance with the employment requirements and further provided proof of payment for amounts eligible for reimbursement that were paid to the County during the prior year when NFCU created the jobs. During FY 2009-2010, NFCU paid a total of \$52,396.33 in eligible reimbursable expenses to the County. As provided in the Ordinance, NFCU may be eligible for a rebate in the amount of \$52,396.33 paid in annually in five equal installments of \$10,479.25. Annual payment of said amount will be subject to NFCU providing the necessary documentation showing compliance with the employment requirements and Board approval.

At the end of year five (FY 2013-2014), NFCU may also be eligible for a rebate in the amount of any other unreimbursed eligible expenses that were paid to the County in the preceding five years; however, the total rebate paid by the County may not exceed the maximum amount for which the business is eligible (\$305,767.50) and/or the total amount actually paid to the County during the five year period. Payment of said amounts for additional unreimbursed eligible expenses will be subject to NFCU providing the necessary documentation showing compliance with the employment requirements and Board approval.

**BUDGETARY IMPACT:**

Funds are available in Fund #102 the Economic Development Fund – Cost Center: 360704, Account: 58201 Aids to Private Organizations.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

NFCU Reimb3 2007-56

# Navy Federal Credit Union

# INVOICE

**Att: Janice Kilgore, Assistant Vice President**

Greater Pensacola Operations

5550 Heritage Oaks Drive

Pensacola, Florida 32526

Phone 850-912-0104 Fax 805-912-0155

**DATE:** April 16, 2012

**INVOICE #** 101

**FOR:** *Economic  
Development  
Incentive*

**Bill To:**

Mr. Larry Newsom, Assistant County Administrator

Escambia County Board of County Commissioners

221 South Palafox Place Suite 420

Pensacola, Florida 32502

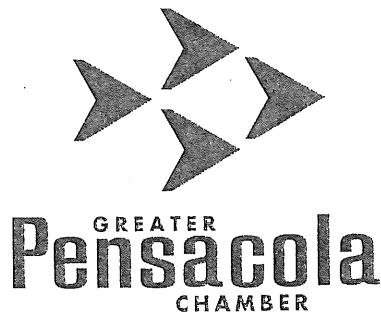
850-595-4946

DESCRIPTION	AMOUNT
Annual Rebate as approved by Board of County Commissioners - September 16, 2010, based on Economic Development Agreement Between Escambia County and Navy Federal Credit Union dated April 2, 2009.	10,479.26
Documentation delivered to Ms. Tonya Green	
<b>TOTAL</b>	<b>\$ 10,479.26</b>

Make all checks payable to **Navy Federal Credit Union**

If you have any questions concerning this invoice, contact Janice Kilgore at 850-912-0104

or by email: [janice\\_kilgore@navyfederal.org](mailto:janice_kilgore@navyfederal.org)



April 23, 2012

Mr. Randy Oliver  
Escambia County Administrator  
221 Palafox Place  
Suite 400  
Pensacola, FL 32502

RE: Navy Federal Credit Union

Dear Mr. Oliver:

On behalf of the Greater Pensacola Chamber, I hereby certify that Navy Federal Credit Union has met the third of five expected annual thresholds for Escambia County economic development incentive ordinance 2007-56. With this, a cash incentive of \$10,479.26 is currently due to the company at this time. Please find attached the supporting documentation of incentive eligibility.

Thank you to Escambia County in the continued incentive support to Navy Federal Credit Union and thereby creating expanded job opportunities for our citizens.

Please contact me with any questions concerning this request.

Sincerely,

Scott Luth  
Senior Vice President, Economic Development  
Greater Pensacola Chamber



RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Recommendation: That the Board take the following action concerning the Navy Federal Credit Union (NFCU) Economic Development Incentive rebate (funds are available in Fund 102, the Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations):
- A. Approve a rebate to NFCU, in the total amount of \$52,396.33, to be paid annually in five equal installments, in the amount of \$10,479.26, subject to annual Board approval; and
  - B. Approve the issuance of a Purchase Order to NFCU for the first installment payment, in the amount of \$10,479.26, as authorized by Ordinance 2007-56, and in accordance with the terms of the Economic Development Agreement approved by Board action on April 2, 2009.

Approved 4-0, with Commissioner Robertson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), as amended to add Item C, as follows:

- C. Acknowledge the intent of the Board is to review all payments of ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes, and any other available unrestricted General Fund revenues that have been paid to the County by Navy Federal Credit Union each year, and at the end of the five-year period, and to consider reimbursement, up to \$305,767.50, of funds not previously reimbursed.

Speaker(s):

Janice R. Kilgore

Escambia County  
Clerk's Original  
4/2/2009 CAR T-3 :

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN ESCAMBIA COUNTY AND  
NAVY FEDERAL CREDIT UNION**

**THIS AGREEMENT**, made and entered into this 2<sup>nd</sup> day of April,

2009, by and between Escambia County, a political subdivision of the State of Florida, (hereinafter referred to as "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, and Navy Federal Credit Union, a federally chartered credit union (hereinafter referred to as "Navy Federal") with a local office at 5550 Heritage Oaks Drive, Pensacola, Florida 32526.

**WITNESSETH:**

**WHEREAS**, the County by adoption of Ordinance No. 2007 – 56 has the power to provide economic incentives to induce private business enterprises to locate and/or expand in Escambia County; and

**WHEREAS**, the County is authorized by Article VIII, Section 1(f) of the Florida Constitution, Section 125.01(1)(w), Florida Statutes, and Section 125.045 (2) and (3), Florida Statutes, to enter into Economic Development Agreements to cooperatively utilize public funds to achieve the County's economic development goals; and

**WHEREAS**, the County has indicated a willingness and desire to maintain a stable economy, fortify the tax base and provide a better standard of living for county residents by attracting and retaining business enterprises with above average salaries; and

**WHEREAS**, it has been determined that Navy Federal currently meets the qualification criteria established in Ordinance 2007-56 and currently qualifies for an economic development incentive refund; and

Verified By: *A. Harris*

Date: 4/6/2009

**WHEREAS**, it will be mutually beneficial to both parties for the County to offer economic development incentives to achieve the County's economic development goals.

**NOW, THEREFORE**, in review for compliance of the Economic Development Incentive Ordinance and the Economic Development Incentive Application submitted by Navy Federal, the County will provide incentives requested per guidelines and restrictions established under Ordinance No. 2007-56 as follows:

1. The above recitals are incorporated in this Agreement.
2. Navy Federal agrees to add not less than 75 full time employees and \$2,362,500 in new gross payroll for average salaries of \$31,500 by March 3, 2010.
3. Navy Federal will provide a signed quarterly report to the Pensacola Bay Area Chamber of Commerce identifying statistics, on a non-personally identifiable basis, including current employment, description, position, and wages not including benefits for each.
4. Navy Federal will provide an annual renewal application to the Pensacola Bay Area Chamber of Commerce setting forth any relevant changes or otherwise qualifying all necessary eligibility criteria.
5. County will refund fees and taxes paid to the County by Navy Federal as set forth in Ordinance No. 2007-56 not to exceed \$305,767.50.
6. All increase adjustments and incentives will be made in compliance with the Economic Development Ordinance No. 2007-56, Section 7(A-D), Section 8 (A-E).
7. All decrease adjustment and incentives will be applied annually based on the annual renewal application and annual report information provided.

8. The term of this Agreement shall be for one year commencing March 4, 2009 (Date of Initial Approved Application). The Agreement will be renewed for four (4) succeeding terms of twelve (12) months provided that Navy Federal complies with the terms and conditions of this Agreement and maintains eligibility per the guidelines established under Ordinance No. 2007-56.

9. If a determination of non-compliance is determined the County may dissolve this agreement with notice or allow Navy Federal a designated time to achieve compliance. Determination of actions and penalties for non-compliance will be the sole responsibility of the County.

10. Either party may terminate this Agreement for cause or convenience upon thirty (30) days written notice by the terminating party.

11. Navy Federal shall indemnify, defend and hold harmless the County, including its elected officials, Board members, agents and employees from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from this Agreement.

12. This Agreement contains the entire agreement between the parties and no representatives; inducements, promises or other agreements between the parties not contained in this agreement will be of any force and effect.

13. Any amendments to this Agreement shall be in writing and executed by both parties with the same formalities as this Agreement.

14. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations. Should any part, term, or provision of this Agreement conflict with Ordinance 2007-56, the Ordinance shall prevail.

15. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be considered in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

16. If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict of any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

17. Notices: All notices or other documents required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by U.S. Postal Service, First Class Mail, postage prepaid, return receipt requested, addressed to the following:

To the Chamber:  
Kara Melendez  
Pensacola Bay Area  
Chamber of Commerce  
117 West Garden Street  
Pensacola, Florida 32502

To Navy Federal Credit Union:  
Deborah Calder  
Navy Federal Credit Union  
5550 Heritage Oaks Drive  
Pensacola, Florida 32526

To the County:  
Robert R. McLaughlin  
County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

16. This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and have executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, duly authorized to execute same and Navy Federal, signing by and through its Senior Vice President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: Kristin Hood  
Title: Asst County Atty  
Date: 3/26/09

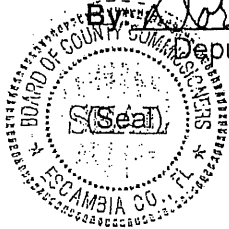
Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: Marie Young  
Marie Young, Chairman

BCC Approved: April 2, 2009

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

By: Aris Harris  
Deputy Clerk



Navy Federal Credit Union: a foreign corporation authorized to conduct business in the State of Florida.

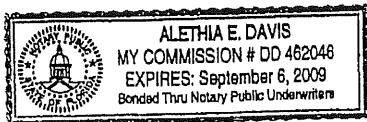
By: Deborah H. Calder  
Deborah H. Calder, Senior Vice President, Greater Pensacola Operations

Date: 4/8/09

ATTEST:

By: Alethia E. Davis

(Corporate Seal)



Escambia County  
Clerk's Original

10/4/2007 5:33 pm PH

ORDINANCE NO. 2007- 56

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR ECONOMIC DEVELOPMENT INCENTIVES TO INDUCE PRIVATE BUSINESS ENTERPRISES TO LOCATE OR EXPAND THEIR BUSINESSES IN ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR INCENTIVE ELIGIBILITY CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners has determined that in order to maintain a stable economy, fortify the tax base, and provide a better standard of living for the residents of this county, Escambia County needs to attract business enterprises to the area; and

**WHEREAS**, as a border county, Escambia County not only competes with its sister counties in the panhandle, but also competes with the economic incentives offered by the State of Alabama to induce business enterprises to locate within our borders; and

**WHEREAS**, the existing incentives such as EDATE and the Florida Qualified Target Industry Tax Refund Program have not significantly increased the number of new business enterprises or the expansion of existing business enterprises providing quality jobs in the County; and

**WHEREAS**, the Board of County Commissioners believes that economic development is critical to the future of the County; and

**WHEREAS**, in order to foster economic development in Escambia County, the Board of County Commissioners must develop an Economic Development Incentive Program to induce desirable business enterprises to locate or expand in Escambia County.

Verified By: *D. Harris*  
Date: *10/10/2007*

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

**Section 1. Short Title.**

This ordinance shall be known and may be referred to as the "Escambia County Economic Development Incentive Ordinance."

**Section 2. Authority and Public Purpose.**

This ordinance is enacted pursuant to the authority granted to the Board of County Commissioners under Article VIII, Section 1(f) of the Florida Constitution, Section 125.01(1)(w), Florida Statutes, and Section 125.045 (2) and (3), Florida Statutes. The Board of County Commissioners (BCC) finds that attracting and retaining business enterprises in Escambia County constitutes a public purpose that justifies the use of public funds achieve the County's economic development goals.

**Section 3. Goal and Intent.**

The goal of this ordinance is to maintain a stable economy, fortify the tax base and provide a better standard of living for county residents by attracting, retaining and fostering the expansion of business enterprises that provide above-average salaries, benefits and employment opportunities to county residents. It is the intent of this ordinance to establish a mechanism to accomplish this goal.

**Section 4. Target Business Enterprises.**

The incentives offered through this ordinance are intended to attract and retain business enterprises engaged in the following types of activities:

- A. Information technology – software and product development to support simulation healthcare, accounting, digital arts and media, building systems, and construction systems;



- B. Building systems – materials technologies, construction research and design, modular construction technologies and design, and security systems and technology;
- C. Healthcare/medical devices/life sciences – medical products design and manufacturing, focused on orthopedics and human performance;
- D. Aerospace – maintenance, repair, and overhaul (MROs) for civilian and defense contracting; avionics (electronic components for aviation), flight training (actual as well as simulation software);
- E. Business and professional services – financial services, government services/contractors, engineering, and design services, software programming, internet services (Lambda), data processing services, systems integration and design;
- F. Logistics/distribution – trucking/warehousing, logistics planning services, import/export trade houses;
- G. Renewable energy technology – research, development, design, production and other associated services;
- H. Other similar industry groups, uses, or activities not listed in the above categories with the characteristics of preferred business enterprises for Escambia County described in this ordinance.

**Section 5. Characteristics of Preferred Business Enterprises for Escambia County.**

The following are characteristics of preferred business enterprises:

- A. Provision of paid health insurance, retirement plans, and tuition reimbursement;
- B. Pollution prevention and waste reduction;
- C. Commitment to community evidenced by promoting volunteerism and financial support of local charities or events;
- D. Willingness to locate or expand in County Community Redevelopment areas, Enterprise Zones or Brownfield Areas and designated rural areas;
- E. Hiring from the local population.

**Section 6. Economic Incentives.**

Economic incentives to target business enterprises shall be in the form of rebates of ad valorem property taxes, development fees, franchise fees, telecommunication taxes, gasoline taxes, and any other available unrestricted general fund revenues that have been paid to the County. Only those business enterprises meeting the eligibility criteria described below shall be considered for a rebate. Rebates shall be calculated based on the following criteria:

- A. Rebates. Eligible business enterprises shall be entitled to apply for rebates based upon the number of full-time jobs created and the average wage of the jobs. The baseline rebate level that corresponds to a maximum per job rebate is set forth in Table 1, below, may be increased with bonus points as described in Table 2, below. To determine the

maximum total rebate award, the maximum per job award shall be multiplied by the total number of jobs.

- B. Award Matrix. The Award Matrix shall make Award Level One (1) equal to 100% of the average annual wage for Escambia County. Each subsequent award level (2 through 15) shall be increased at increments equal to 4.71% of the average annual wage for Escambia County. The "Wage Specific Award Matrix" shall be revised at the beginning of each year.
- C. Fiscal Year. All calculations shall be based on the County's fiscal year.

**Section 7. Payment of Rebates.**

Rebates will be paid in accordance with the following criteria:

- A. Rebates may be awarded for ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes or any other available unrestricted general fund revenues that were paid to the County for the year that the business enterprise created the jobs giving rise to the rebate. Nothing herein shall be construed to obligate Escambia County to approve the maximum rebate. The Board of County Commissioners shall have sole discretion to approve each rebate application and the amount of the rebate. Approval of any rebate shall be subject to lawfully available and budgeted funds.
- B. Rebates will be paid over a five year period in equal installments.
- C. Rebates can cascade. For example, if a business enterprise creates 100 jobs, it may apply for and receive a rebate that will be paid from year one

through year five. If during year one the business enterprise creates an additional 50 jobs (total 150), a rebate for the additional 50 jobs may be paid from year two through six if qualified. If instead during year two the business enterprise downsizes to a total of 75 jobs, it will continue to receive payments on the original rebate for year one through year five, but no further rebates will be awarded until it increases the number of jobs to more than 100.

- D. At the end of year five, a rebate may be awarded to the extent of any unreimbursed ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes or any other available unrestricted general fund revenues that were paid to the County in years one through five. However, the total rebate paid to a business enterprise in years one through five shall not exceed the total of all ad valorem property taxes, development fees, telecommunications taxes, gasoline taxes, or any other available general unrestricted general funds that were paid to the County during that period.

**Section 8. Eligibility Criteria.**

The following criteria must be satisfied by all applicants for rebate awards:

- A. Minimum average wage. New full-time jobs must pay at least the average annual wage shown in Table 1. Benefits shall not be counted as part of the wage.

- B. Business enterprises must create or maintain in Escambia County a minimum of ten full-time jobs during the year for which the rebate is sought.
- C. Eligible business enterprises must have commenced operations with an established payroll for permanent, full-time jobs during the first year for which a rebate is sought. Business enterprises engaged in construction and other actions in anticipation of commencing operations, but which have not yet commenced operations and established a payroll for permanent, full-time jobs, shall not be eligible. Business enterprises shall not be eligible for a rebate during any year in which it ceases operations in Escambia County.
- D. Eligible business enterprises must provide health insurance and retirement benefits for employees holding full-time jobs.
- E. Eligible business enterprises must generate at least fifty-one percent (51%) of their gross revenues from outside Escambia County.

**Section 9. 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 the holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 10. 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 11. Effective Date.**

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

DONE AND ENACTED THIS 4th DAY OF October 2007.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: *K. W. White*  
Kevin W. White, Chairman

Date Executed

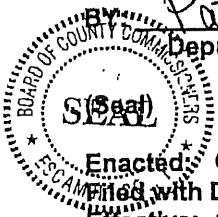
*October 9, 2007*

This document approved as to form and legal sufficiency.

By *J. Powell*  
Title *Asst. County Attorney*  
Date *Oct. 5, 2007*

ATTEST: ERNIE LEE MAGAHA  
Clerk to the Circuit Court

*Patricia M. Cotton*  
Deputy Clerk



Enacted: October 4, 2007  
Filed with Department of State: October 12, 2007  
Effective: October 12, 2007

Table 1

ESCAMBIA COUNTY ECONOMIC INCENTIVE PROGRAM  
WAGE SPECIFIC REBATE AWARD MATRIX  
County Fiscal Year 2007

Award Level	Annual Avg. Wage	Avg. Hourly Wage (\$)	Max Award Per Job (\$)
1	31,500.00	15.14	0.00
2	32,983.68	15.86	1,000.00
3	34,537.25	16.60	1,307.69
4	36,164.00	17.39	1,615.38
5	37,867.36	18.21	1,923.07
6	39,650.96	19.06	2,230.76
7	41,518.56	19.96	2,538.45
8	43,474.13	20.90	2,846.14
9	45,521.81	21.89	3,153.83
10	47,665.94	22.92	3,461.52
11	49,911.06	24.00	3,769.21
12	52,261.92	25.13	4,076.90
13	54,723.52	26.31	4,384.59
14	57,301.05	27.55	4,692.28
15	60,000.00	28.85	5,000.00

Table 2

Bonus Condition	Increase #Award Levels
Business pays for employees' health insurance for new or retained jobs	3
Business pays for a portion of all employees' retirement for new or retained jobs	2
Business offers tuition reimbursement to employees for new or retained jobs	1
Business integrates pollution prevention and waste reduction with their technology and production processes	2
Business demonstrates significant corporate citizenship supported by a history of promoting volunteerism and financial participation in local charities or events	1
Business locates or expands in a Brownfields Community Block Grant Target Area; Florida Enterprise Zone authorized under Florida Statutes, Chapter 290; or a Community Redevelopment Area authorized under Florida Statutes, Chapter 163, Part III	5
Minorities and/or women comprise at least 20% of all employees	1
Percentage of new jobs locally advertised and provided to Escambia County residents:	
Less than 25%	0
25%-50%	1
51% or more	2
More than 75%	3





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

**AI-2553**

**County Administrator's Report 12. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Acquisition of Property for Road Right-of-Way on Mahogany Mill Road from Mahogany Mill Road, LLC for the Mahogany Mill Road Boat Ramp Project

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Property for Road Right-of-Way on Mahogany Mill Road, from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) for road right-of-way on Mahogany Mill Road from Mahogany Mill Road, LLC, for the Mahogany Mill Road Boat Ramp Project:

- A. Authorize the purchase of real property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) on Mahogany Mill Road, from Mahogany Mill Road, LLC, to be used for road right-of-way, for the negotiated amount of \$12,500, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, which will be approved by the County Attorney's Office prior to execution by the Chairman;
- B. Approve the Contract for Sale and Purchase for the acquisition of real property (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres) on Mahogany Mill Road;
- C. Authorize payment of documentary stamps because the property is being acquired for governmental use, to facilitate the roadway and drainage improvements related to the construction of a public boat ramp facility on Mahogany Mill Road, and the County benefits from the acquisition of this property because it will provide a very needed recreational access to the water, which will enhance the safety and well-being of the citizens of Escambia County; and
- D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 220102 (NESD Capital Projects), Project 11NE0892]

The County recently acquired property on Mahogany Mill Road for a public boat ramp facility. The portion of Mahogany Mill Road (60 feet x 1,100 feet = 66,000 square feet or approximately 1.42 acres), which extends north from Olde Barrancas and on which the boat ramp property is

located, is privately owned by Mahogany Mill Road, LLC. At the time the County acquired the boat ramp property, we also acquired easement rights to use Mahogany Mill Road. The design for the boat ramp project includes making substantial improvements to the road and drainage system on this portion of Mahogany Mill Road. It is in the best interest of the County to acquire ownership of this portion of Mahogany Mill Road in order to make the planned improvements.

**BACKGROUND:**

The County recently acquired property on Mahogany Mill Road for a public boat ramp facility. The portion of Mahogany Mill Road (60' x 1100' = 66,000 square feet or approximately 1.42 acres), which extends north from Olde Barrancas and on which the boat ramp property is located, is privately owned by Mahogany Mill Road, L.L.C. At the time the County acquired the boat ramp property, we also acquired easement rights to use Mahogany Mill Road. The design for the boat ramp project includes making substantial improvements to the road and drainage system on this portion of Mahogany Mill Road. It is in the best interests of the County to acquire ownership of this portion of Mahogany Mill Road in order to make the planned improvements.

The owner of the road, Mahogany Mill Road, L.L.C., was not willing to donate the property, but was willing to sell this portion of Mahogany Mill Road. Staff entered into negotiations with the owner, who indicated that he would take \$12,500 for the approximately 1.42 acre property. The purchase price is subject to the terms and conditions contained in the Contract for Sale and Purchase, which includes that the owner will convey the property by a Quit Claim Deed. The owner insists on conveying by Quit Claim Deed, because he acquired the property by virtue of a Quit Claim Deed. Because the acquisition of this property is vital to the Boat Ramp Project and anticipated grant funding, Staff is requesting Board approval of this acquisition and of the Contract for Sale and Purchase.

**BUDGETARY IMPACT:**

Funding for this project is available in Fund 352, LOST III, Cost Center 220102 (NESD Capital Projects) Project 11NE0892.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase will be approved by the County Attorney's Office prior to execution by the Chairman or Vice Chairman.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

---

**Attachments**

Contract

Aerial Map

## CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase (“Contract”), between MAHOGANY MILL ROAD, LLC, a dissolved Florida limited liability company, by Darrell D. Robinson, Manager, whose address is 1220 Mahogany Mill Road #1, Pensacola, Florida 32507 (“Seller”), 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. Seller agrees 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 \_\_\_\_\_, 2012.

2. PURCHASE PRICE; PAYMENT. The purchase price is Twelve Thousand Five Hundred Dollars (\$12,500), payable to Seller 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 Seller in writing specifying the defects, and Seller 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 Seller is 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 Seller shall be released for all obligations under the Contract.

5. SELLER’S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC’S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits 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 Seller and accepted by Buyer in writing, and (iii) mechanic’s liens. Seller 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 Seller’ Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

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 Seller at closing. In the event the closing occurs between January 1 and November 1, Seller 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, Seller 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. Seller shall convey title to the Property by Quit Claim Deed.

10. CLOSING. This transaction will be closed and the Quit Claim Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract 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, Seller shall deliver the Quit Claim Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller 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 Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses 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 Seller 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 Quit Claim 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 Seller 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 Seller 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 Seller 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  
1190 West Leonard Street, Suite 1  
Pensacola, Florida 32501

TO SELLER:

Darrell D. Robinson  
1220 Mahogany Mill Road  
Pensacola, FL 32507

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. Seller 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 Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, 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 Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller 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 Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

**THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

**THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.**

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

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

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**SELLER:**

**MAHOGANY MILL ROAD, LLC a  
dissolved Florida limited liability company**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
**DARRELL D. ROBINSON**

\_\_\_\_\_  
Print Name

Title: Manager

\_\_\_\_\_  
Witness

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Darrell D. Robinson as Manager of Mahogany Mill Road, LLC. He ( ) is personally known to me, ( ) produced current \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

### Exhibit "A"

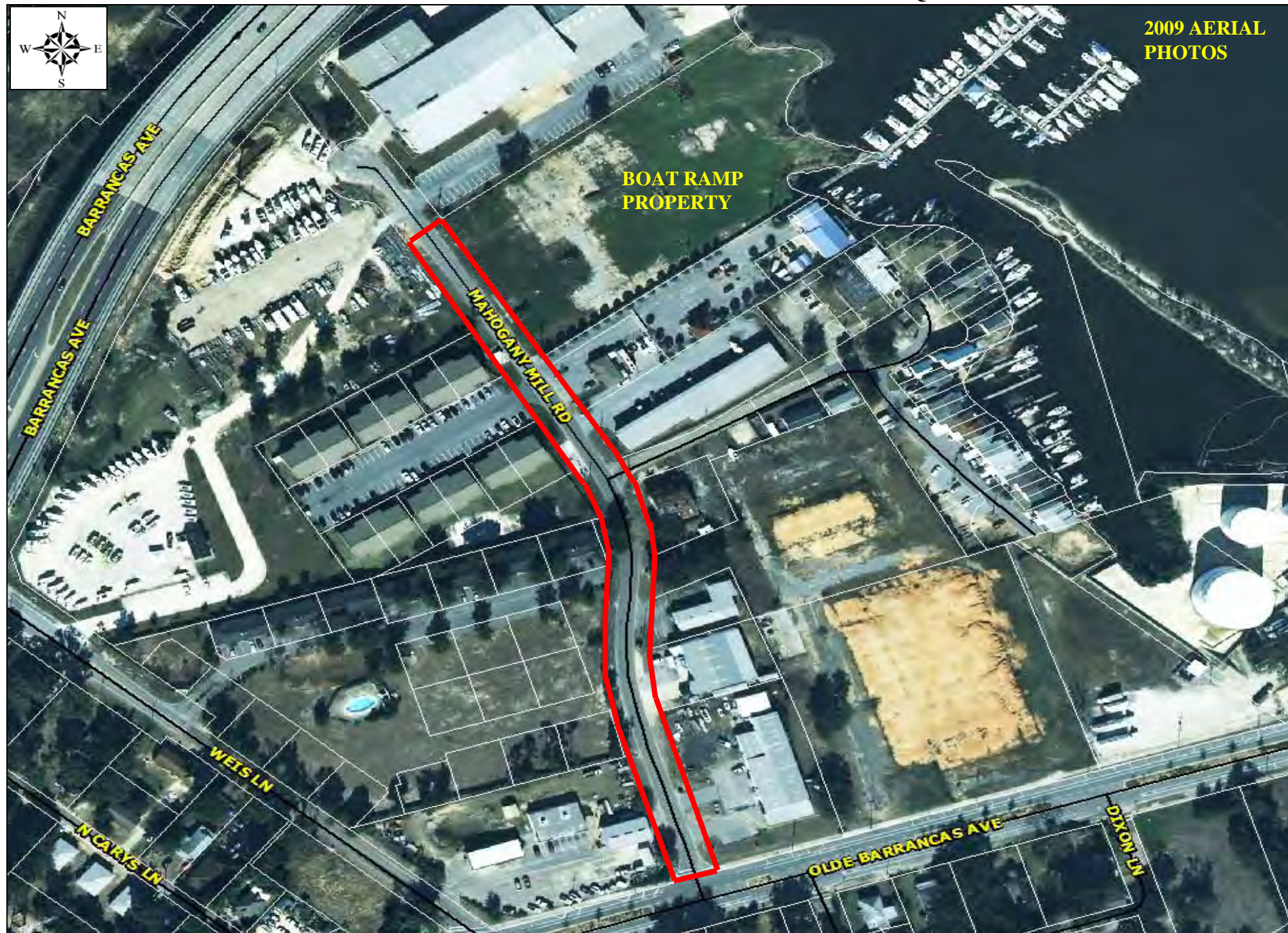
Commence at the northerly corner of William Fisher's Subdivision of 96 Acres according to the map of said Subdivision recorded in Deed Book 11 at Page 349 of the public records of Escambia County, Florida; thence go North 36 degrees 01 minutes 40 seconds East a distance of 40.00 feet to a point on the intersection of the northeasterly right-of-way line of Lakewood Road (40' R/W) and the southeasterly right-of-way line of Weis Lane (20' R/W); thence go South 54 degrees 00 minutes 58 seconds East along the aforesaid northeasterly right-of-way line of Lakewood Road a distance of 1406.58 feet to a point on the northwesterly right-of-way line of Barrancas Avenue (S.R. #S-292, R/W varies in width); thence go North 69 degrees 06 minutes 00 seconds East along the aforesaid northwesterly right-of-way line of Barrancas Avenue a distance of 250.00 feet to the POINT OF BEGINNING of a 60 foot wide access easement; thence continue North 69 degrees 06 minutes 00 seconds East along the aforesaid northwesterly right-of-way line of Barrancas Avenue a distance of 60.00 feet; thence go North 20 degrees 54 minutes 00 seconds West a distance of 241.88 feet to a point of curvature; thence go along a curve to the right having a radius 425.92 feet, an arc distance of 172.89 feet, (Ch = 171.71', Ch Brg = N 09° 16' 17" W) to the point of tangency; thence go North 02 degrees 21 minutes 27 seconds East a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 338.98 feet, an arc distance of 211.57 feet (Ch = 208. 15', Ch Brg = N 15° 31' 20" W) to a point of compound curvature; thence go along a curve to the left having a radius of 3008.27 feet, an arc distance of 131.11 feet (Ch = 131.10', Ch Brg = N 34° 39' 03" W) to a point of tangency; thence go North 35 degrees 53 minutes 58 seconds West a distance of 312.50 to the Northwest corner of that parcel of land as described in Official Records Book 6471 at page 452 of the public records of Escambia County, Florida; thence go South 54 degrees 06 minutes 02 seconds West for a distance of 60.00 feet; thence go South 35 degrees 53 minutes 58 seconds East a distance of 312.50 to a point of curvature; thence go along a curve to the right having a radius of 2948.27 feet, an arc distance of 128.50 feet (Ch = 128.49', Ch Brg = S 34° 39' 03" E) to a point of compound curvature; thence go along a curve to the right having a radius of 278.98 feet, an arc distance of 174.12 feet (Ch = 171.13', Ch Brg = S 15° 31' 20" E) to the point of tangency; thence go South 02 degrees 21 minutes 27 seconds West a distance of 36.93 feet to a point of curvature; thence go along a curve to the left having a radius of 485.92 feet, an arc distance of 197.24 feet (Ch = 195.89', Ch Brg = S 09° 16' 17" E) to the point of tangency; thence go South 20 degrees 54 minutes 00 seconds East a distance of 241.88 feet to the point of beginning. The above described 60 foot wide access easement is situated in Section 59, Township 2 South, Range 30 West, Escambia County, Florida, known as Pedro Palao Grant.



MAHOGANY MILL ROAD / BOAT RAMP PROJECT / R/W ACQUISITION



2009 AERIAL  
PHOTOS



BOAT RAMP  
PROPERTY



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 10/15/11 DISTRICT 2



PORTION OF MAHOGANY MILL ROAD (60' R/W) TO BE CONVEYED TO COUNTY  
OWNER: MAHOGANY MILL ROAD, LLC



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

**AI-2475**

**County Administrator's Report 12. 18.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Change Order to Baskerville Donovan, Inc., Contract PD 10-11.005 "Pensacola Beach Master Plan Relating to the Bob Sikes Toll Facility Upgrade"

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

**Organization:** Public Works

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan Relating to the Design and Construction Oversight for the Bob Sikes Toll Facility Upgrade" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A: Approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$645,854.48
Vendor:	Baskerville Donovan, Inc.
Project Name:	Pensacola Beach Master Plan
Contract:	PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan"
PO No.:	121158 (previous PO, 111018, had to be reissued due to a problem with Financial System)
CO No.:	4
Original Award Amount:	\$149,746.26
Cumulative Amount of Change Orders through this CO:	\$971,729.68
New Contract Total:	\$1,121,475.94

B. Authorize termination of the existing Interlocal Agreement between the Escambia County Board of County Commissioners (BOCC) and the Santa Rosa Island Authority (SRIA) that delegates the operation and maintenance responsibilities of the Bob Sikes Toll Facility to the SRIA and thereby assign this responsibility to the Escambia County Public Works Department, based on Escambia County's initiative to consolidate services and streamline operations. At their regular meeting on May 9, 2012, the SRIA unanimously approved the request to terminate the Interlocal Agreement effective October 1, 2012; and

C. Authorize the County Administrator to execute any contract assignments that will occur as a result of the transition.

[Funding Source: Fund 167, "Bob Sikes Toll Facility", Cost Center 140302]

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan."

This Change Order will incorporate the Toll System Upgrade Support Services in the Contract for the Pensacola Beach Master Plan. As a result of the Toll Options Workshop held in Pensacola on March 12, 2012, Escambia County requested that a proposal be prepared based on the traditional system design-build process with open RFP-based procurement (referred to as Approach "A"), in addition to an alternate proposal being prepared based on an alternate procurement process where the County might procure a toll system using an existing competitively-procured State Contract from another Florida public agency (referred to as Approach "B"). This Change Order is based on the traditional procurement process (Approach "A") and an alternate proposal (for Approach "B") which will be provided under separate cover.

Breakdown is as follows:

Design/Permitting/Bidding  
\$402,310.26

Construction Inspection and Implementation Support  
\$243,544.22

Change Order #1, for a cost of \$48,340.67, was for additional meetings, coordination, and presentation as requested by Escambia County. This request includes one-on-one meetings with SRIA Board members, SRIA Steering Committee members and Escambia County to discuss the findings and details of the engineering evaluations. Change Order #2 was broken down into two parts. The first part of the Change Order, which is estimated to cost \$46,932.25, is for final programming and design development services, under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of the Change Order, which is estimated to cost \$39,064.42, is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives. Change Order #3, in the amount of \$41,791.60, was for additional public involvement, which included everything necessary to prepare for and conduct two public meetings.

On March 1, 2001, the BOCC entered into an Interlocal Agreement with the SRIA to manage the toll collection function of the Bob Sikes Toll Facility. These responsibilities include day-to-day operation, staffing, financial reporting, and system maintenance and conflict resolution.

The toll facility structure is currently the responsibility of the Facilities Management Division of the Public Works Department. The maintenance of Pensacola Beach Boulevard and the Bob Sikes Bridge is currently the responsibility of the Road Division and Engineering Division of the Public Works Department of Escambia County. Therefore, the added responsibilities for Operations and Maintenance of the Toll System will consolidate and streamline the operations under the Public Works Department. Anticipated effective date of October 1, 2012, to coincide with the Fiscal Year.

**BACKGROUND:**

Meeting in regular session on February 17, 2011, the Board approved awarding a Task Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, "Engineering and Surveying Services for the Pensacola Beach Master Plan."

This Change Order will incorporate the Toll System Upgrade Support Services in the contract for the Pensacola Beach Master Plan. As a result of the Toll Options Workshop held in Pensacola on March 12, 2012, Escambia County requested that a proposal be prepared based on the traditional system design-build process with open RFP-based procurement (referred to as Approach "A"), in addition to an alternate proposal being prepared based on an alternate procurement process where the County might procure a toll system using an existing competitively-procured state contract from another Florida public agency (referred to as Approach "B"). This Change Order is based on the traditional procurement process (Approach "A") and an alternate proposal (for Approach "B") which will be provided under separate cover.

Breakdown is as follows:

Design/Permitting/Bidding  
\$402,310.26

Construction Inspection and Implementation Support  
\$243,544.22

Change Order #1, for a cost of \$48,340.67, was for additional meetings, coordination and presentation as requested by Escambia County. This request includes one-on-one meetings with SRIA Board members, SRIA Steering Committee members and Escambia County to discuss the findings and details of the engineering evaluations. Change Order #2 was broken down into two parts. The first part of the Change Order, which is estimated to cost \$46,932.25, is for final programming and design development services, under responsibilities outlined in Task 2 of the Pensacola Beach Master Plan Scope of Services. This task will develop two mobility alternatives for the Pensacola Beach Core Area. This effort shall transition the Pensacola Master Plan from the planning phase to the design/implementation phase. The second part of the Change Order, which is estimated to cost \$39,064.42, is for a public presentation of the final outline alternatives developed for the Pensacola Beach Core Area under Task 2 of the Pensacola Master Plan Scope of Services. The public presentation will outline the engineering issues and order of magnitude for the two final outline alternatives. Change Order #3, in the amount of \$41,791.60, was for additional public involvement, which included everything necessary to prepare for and conduct two public meetings.

On March 1, 2001, the BOCC entered into an Interlocal Agreement with the SRIA to manage the toll collection function of the Bob Sikes Toll Facility. These responsibilities include day-to-day operation, staffing, financial reporting, and system maintenance and conflict resolution.

With the proposed improvements to the Bob Sikes Toll Facility and the necessary transition into a new hardware and software system for toll collection, staff recommends that the remaining responsibilities for maintenance and management of the toll facility be consolidated under the Public Works Department of the Board of County Commissioners.

The extensive re-construction proposed for the toll facility will require construction management over the next few years to oversee the design of the new system, installation of the new system and then the transition into the new system from the existing transponder system. As with any project for Escambia County, Construction Management is the responsibility of the Engineering Division of the Public Works Department.

The toll facility structure is currently the responsibility of Facilities Management Division of Public Works Department. The maintenance of Pensacola Beach Boulevard and the Bob Sikes Bridge is currently the responsibility of the Road Division and Engineering Division of the Public Works Department of Escambia County. Therefore, the added responsibilities for Operations and Maintenance of the Toll System will consolidate and streamline the operations under the Public Works Department. Anticipated effective date of October 1, 2012 to coincide with fiscal year.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 167 "Bob Sikes Toll Facility", Cost Center 140302.

**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, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing, the Interlocal Agreement between the Escambia County Board of County Commissioners and the Santa Rosa Island Authority will be terminated, and the Escambia County Public Works Department will assume full responsibility for the Bob Sikes Toll Facility.

---

**Attachments**

Scope - Toll Facility

Fee Estimate\_Toll Facility

2001 SRIA Interlocal Agreement

**PROPOSAL for TOLL SYSTEM UPGRADE SUPPORT SERVICES**

**ESCAMBIA COUNTY, FLORIDA**

**SANTA ROSA ISLAND AUTHORITY**



**Submitted to**

**BASKERVILLE-DONOVAN, INC.**

**Submitted by**

**ATKINS North America**

**February 15, 2012**

**(Rev. March 30, 2012)**

## INTRODUCTION

Escambia County and the Santa Rosa Island Authority (SRIA, Authority) are preparing a new Master Plan for Pensacola Beach. Baskerville-Donovan Inc. (BDI) and its team of consultants is providing engineering services for review of the Master Plan and related support for its implementation. Atkins, as a subconsultant to BDI, is providing, among other things, technical advisory services related to the tolling systems, operations and facilities.

In early 2011, at the County's request, Atkins and the BDI team conducted a review and assessment of the legacy toll collection system at the Bob Sikes Bridge toll plaza. Incidental to the system assessment Atkins made a cursory review of toll plaza business and traffic operations, and the toll facility itself. Though innovative and presumed adequate when it was implemented, the toll collection system was found to be obsolete and near or at the end of its useful life. Certain system elements including the transponder technology will be no longer supported. The basic system design is not the state of the art for the toll industry, and there are a number of functional and capacity limitations that were found to negatively impact SRIA toll operations. It was recommended that the County proceed toward replacing the legacy toll collection system and evaluate alternative approaches for such.

Incidental to the toll system investigation, the study also identified issues related to toll plaza traffic capacity which warrant further investigation. Based on observed toll plaza traffic conditions, anecdotal comments from SRIA staff and sample traffic count data, the toll plaza traffic capacity issues would likely still exist even if only the toll system was replaced.

During the toll system assessment, it was indicated that the County would be addressing the toll plaza in the new Master Plan and that several configuration and alternate location options may be considered for the facility.

Subsequent discussions with BDI have indicated that the toll plaza would likely not be changed within the next five (5) years. Therefore, the next toll system solution would be initially housed in the current toll plaza facility. In addition it is assumed that there will not be concurrent toll plaza facility design work to develop any such alternative location or configuration concepts/designs. (If this was the case, it would be important to develop a plan for implementation of the desired improvements. Given the cross-cutting issues that involve both projects, it would be necessary that these design efforts be coordinated beginning with the planning and concept development stage.)

As a result of the Tolling Options Workshop held in Pensacola on March 12, 2012, the County requested that a proposal be prepared based on the traditional system design-build process with open RFP-based procurement (referred to as Approach "A"). It also requested an alternate proposal be prepared based on an alternate procurement process where the County might procure a toll system using an existing competitively procured state contract from another Florida public agency (referred to as Approach "B"). This proposal is based on the traditional procurement process (Approach "A"). An alternate proposal for Approach "B" will be provided under separate cover.

## SCOPE OF SERVICES

### TASK 1 – PROJECT MANAGEMENT

Task 1 will provide for management of the work including administrative activities, communications, meetings and travel expenses.

### TASK 2 – DATA COLLECTION & CONCEPT DEVELOPMENT

Task 2 will provide the foundation for the toll collection system specification.

Building on the results of the previous toll collection system study, Atkins will complete the documentation of the relevant business needs and objectives going forward under the updated toll collection operation. Atkins will also identify constraints based on a review of documented legacy business processes. One site visit to Pensacola is anticipated to accomplish this work.

In approaching development of a tolling operational concept, it is assumed that the County intends to continue offering today's payment options (i.e. cash payment and transponder-based, time-based passes hosted by SRIA) and to support the associated scope of toll operations.

However, since the legacy toll system was implemented, the toll industry has evolved. Advancements in technology and business processes have resulted in new toll system capabilities that are now available on the market and new tolling business processes are now in use throughout Florida and beyond. These new capabilities could provide enhanced customer service and/or toll business operations that would be of value to the County and worth their consideration during the design phase of this project.

Atkins has identified several relevant payment strategies and technology options for the County's consideration during the concept development task. These were presented for discussion and Q/A during a half-day Tolling Options Workshop for County staff and BDI on March 13, 2012 in Pensacola, facilitated by Atkins. County staff and BDI have provided guidance related the County's needs, issues objectives and preferences for the tolling operations and system. Atkins will address those options requested by the County in the operational concept.

Under Task 2, Atkins will develop an operational concept that will serve as the basis for the System Functional Specifications developed under Task 3. The operational concept will define the toll business operations including the tolling payment strategies, related business processes and the toll system architecture. The concept will also define the implementation approach including the transition and migration process; as well as confirming the procurement approach, addressing such issues as whether or not to purchase off of an existing state contract or a new contract by the County. Finally, this task will provide conceptual-level cost estimates for capital costs (CAPEX).

It is assumed that the toll plaza will not be relocated or reconstructed for at least the next 5 years and the plaza will keep its current toll lane configuration during that time. It is also assumed that the toll plaza will not be renovated in ways that will adversely impact the system design, implementation process, performance or testing.



**Deliverables** – There will be one (1) deliverable for Task 2.

Deliverable 2.1 will be a Technical Memorandum that will describe the operational concept, toll system architecture concept. A Draft version will be prepared for review by the BDI and the County and comment. Atkins will address the comments and provide a Draft Final version for approval. Atkins will address the final client comments and provide a Final submittal.

### **TASK 3 – SYSTEM FUNCTIONAL DESIGN**

Based on the results of the previous task, Task 3 will develop the functional requirements for the tolling system and related operations.

Atkins will develop a Preliminary Business Rules document that will outline the business parameters that the toll system must support. The Business Rules will be a “living document” over the life of the toll system. They will build on the operational concept and be part of the foundation for the toll system specification requirements.

Atkins will develop Functional Specifications for the Toll Collection System for the procurement of a tolling system integrator that address requirements functionality, physical requirements, performance, operations, non-functional requirements, interoperability and system maintenance. They will address hardware and software system elements.

The toll system specifications will address toll lane subsystem and the toll plaza/host subsystem that processes toll transactions from the roadside and account for traffic and revenue logged by the system. They will also address the database and reporting elements. The specifications will provide requirements for cash toll collection elements, as well as the back office electronic payment processing and toll accounts. They will address network communications.

Atkins will identify preliminary requirements for system interfaces with 3<sup>rd</sup>-party ETC-based payment processors (e.g. SunPass, etc.) and 3<sup>rd</sup>-party video-based payment processors (e.g. FTE, THEA, PlatePass, e-Toll, etc.)

**Deliverables** – The deliverables for this task will include the following:

- Technical Memorandum - Preliminary Business Rules
- Toll System Functional Specifications, as described above
- Preliminary Interface requirements, as described above

A Draft version of each deliverable will be prepared for review by the BDI and the County and comment. Atkins will address the comments and provide a Draft Final version for approval, and a Final submittal.

## TASK 4 – CONTRACTOR SCOPE OF WORK & OTHER WORK ELEMENTS

In Task 4, Atkins will define the Contractor’s work elements required for design and implementation of the toll system. The Contractor’s Scope of Work will document the requirements for delivery of the specified toll system solution, including the system development process for design, implementation requirements, testing, operations and maintenance.

Atkins will develop an Implementation Plan that will address the transition from the current to the future toll system, and the requirements for maintaining toll revenue operations during the transition.

Atkins will also develop the requirements for system Testing and Acceptance, Training, Back-up and Recovery and System Maintenance.

Finally, Atkins will provide an Engineer’s Estimate of Probable Costs (CAPEX).

**Deliverables** – The deliverables for this task will include the following:

- Specifications for the Contractor’s Scope of Work, as described above
- Specifications for other work elements, as described above
- Toll System Implementation Plan, as described above
- Engineer’s Estimate of Probable Costs (CAPEX)

A Draft version of each deliverable will be prepared for review by the BDI and the County and comment. Atkins will address the comments and provide a Draft Final version for approval, and a Final submittal.

## TASK 5 - PROCUREMENT DOCUMENTS

In Task 5, Atkins will provide limited support for development of the Contract Terms and Conditions provided **by others** (County), and the Instructions to Proposers/Bidders provided **by others** (County). Atkins will compile the contract documents developed by Atkins and those documents prepared by others into the Request for Proposals (RFP) document.

Atkins will develop pricing forms for use by the proposers in submitting their price proposals.

Atkins will also assist in development of proposal evaluation support materials.

**Deliverables** – The deliverables for this task will include the following:

- Request for Proposals document, as described above
- Pricing Forms, as described above
- Proposal Evaluation forms

A Draft version of each deliverable will be prepared for review by the BDI and the County and comment. Atkins will address the comments and provide a Draft Final version for approval, and a Final submittal.

## TASK 6 - PROCUREMENT SUPPORT

In Task 6, Atkins will support the procurement process beginning with the advertisement of the RFP and concluding with the issuance of the Contractor's Notice –to-Proceed.

Atkins will support and attend the County Pre-Proposal Conference in Pensacola, FL providing an agenda and meeting notes.

Atkins will review and provide responses to proposer questions submitted during the proposal preparation period.

Atkins will support the preparation of up to three (3) addenda, if necessary.

Atkins will provide technical advisory support for evaluation of proposer qualifications as requested by the County, including qualifications for up to four (4) proposers.

Atkins will provide technical advisory support for evaluation of technical proposals as requested by the County, including review of up to four (4) proposals, and providing comments to the County Evaluation Committee.

Atkins will provide technical advisory support for tabulation and evaluation of price proposals as requested by the County, including review of up to four (4) proposals, and providing comments to the County Evaluation Committee.

Atkins will support the preparation of a summary briefing to County officials and attend the County Award meeting in Pensacola. FL.

**Deliverables** – The deliverables for this task will include the following:

- Agenda and Meeting Notes for the Pre-Proposal Conference
- Responses to Proposer questions
- Addenda (Up to 3)
- Tech Memo summarizing assessment of Proposer Qualification Statements
- Tech Memo summarizing review of Technical Proposals
- Tabulation of Price Proposals
- Tech Memo summarizing Review of Price Proposals
- Summary briefing to County officials (PowerPoint format)

A Draft version of each deliverable will be prepared for review by the BDI and the County and comment. Atkins will address the comments and provide a Draft Final version for approval, and a Final submittal.

## TASK 7 - POST-AWARD PROGRAM MANAGEMENT SUPPORT

In Task 7, Atkins will provide program management support for the post-award system implementation process beginning with the system Integration Kick-off Meeting and continuing through system commissioning and acceptance. **A general outline of tasks that are typically included in Post-Award Program Management Support services is provided below. Due to the relative uncertainty at this time about the specific scope requirements for this task, the County has requested that Atkins provide a time and materials-based budget with a not-to-exceed fee limit. In order to arrive at such an amount, Atkins made a general estimation not based on a detailed analysis of specific individual work elements such as those typical tasks listed below; but based on projected APPROXIMATE time requirements over the duration of the contract work period. The specific time-based assumptions are provided in the fee estimate spreadsheet(s) showing work tasks and labor hour budget. The budget is intended to be adequate to cover the needs of the project, however, depending on the design for the toll system, it may be necessary to adjust the budget amount as appropriate to support the tasks that are required.**

**List of EXAMPLE work tasks typically included under Post-Award Program Management Support:**

1. General Program Management Support - Atkins may provide general program management support, to include, but not limited to the following:
  - a. System Integration Kick-off Meeting - Attend the meeting in Pensacola, FL, providing an agenda and meeting notes
  - b. Monthly Progress Meetings - Participate in meetings providing support and coordination. Assume eight (8) monthly meetings with on-site attendance at four (4) meetings
  - c. Weekly Project Coordination Meetings - Participate in weekly coordination meetings providing support and coordination. Assume eight (8) month System Implementation period with weekly meetings the first two (2) months and the last two (2) months, and bi-weekly meetings during the four (4) interim months for a maximum of twenty-four (24) total coordination meetings. Assume on-site attendance at meetings coincident with the Monthly Progress Meetings, plus two (2) trips at other times; and participation in all other coordination meetings with via teleconference.
  - d. Issues Management – Atkins may develop and maintain a Master Issues List to be used to log, prioritize, track responsible party assignments, and the status of issues identified for the project.
  - e. Review of Contractor’s Work Plan and Schedule – Review Toll System Contractor’s work plan and schedule for the project and provide comments. Monitor Contractor’s progress status schedule and provide
  
2. Support for System Design Review - Atkins may provide support for toll system design with design milestone review and comments, to include, but not be limited to:
  - a. Toll System Contractor’s System Implementation Plan
  - b. Conceptual Design Review

- i. Design Review Documentation – Atkins may review Design Review Documentation submitted by the Toll System Contractor and provide comments to the County.
  - 1. System Requirements Document - DRAFT
  - 2. Requirements Trace Matrix - DRAFT
  - 3. System Design Document – Software - OUTLINE
  - 4. System Design Document – Hardware - OUTLINE
  - 5. Interface Control Document (ICD) - OUTLINE
  - 6. Master Test Plan - OUTLINE
- ii. Design Review Presentation – Atkins may attend the Toll System Contactor’s Design Review Presentation and provide comment
- iii. Atkins may provide a Technical Memorandum with its recommendation
- c. Preliminary Design Review
  - i. Design Review Documentation – Atkins may review Design Review Documentation submitted by the Toll System Contractor and provide comments to the County.
    - 1. System Requirements Document - DRAFT
    - 2. Requirements Trace Matrix - DRAFT
    - 3. System Design Document – Software- DRAFT
    - 4. System Design Document – Hardware- DRAFT
    - 5. Interface Control Document (ICD) - DRAFT
    - 6. Master Test Plan - DRAFT
    - 7. Test Plan – Factory Acceptance Test (FAT) - DRAFT
    - 8. Test Plan – System Integration Test (SIT) - DRAFT
    - 9. Test Plan – Operational Observation Period (OOP) - DRAFT
    - 10. Test Plan - System Acceptance Test (SAT) - DRAFT
  - ii. Design Review Presentation – Atkins may attend the Toll System Contactor’s Design Review Presentation and provide comment
  - iii. Atkins may provide a Technical Memorandum with its recommendation
- d. Final Design Review
  - i. Design Review Documentation – Atkins may review Design Review Documentation submitted by the Toll System Contractor and provide comments to the County.
    - 1. System Requirements Document – DRAFT FINAL
    - 2. Requirements Trace Matrix – DRAFT FINAL
    - 3. System Design Document – Software – DRAFT FINAL
    - 4. System Design Document – Hardware– DRAFT FINAL
    - 5. Interface Control Document (ICD) – DRAFT FINAL
    - 6. Master Test Plan – DRAFT FINAL
    - 7. Test Plan – Factory Acceptance Test (FAT) – DRAFT FINAL
    - 8. Test Plan – System Integration Test (SIT) – DRAFT FINAL
    - 9. Test Plan – Operational Observation Period (OOP) – DRAFT FINAL

- 10. Test Plan - System Acceptance Test (SAT) – DRAFT FINAL
    - ii. Design Review Presentation – Atkins may attend the Toll System Contactor’s Design Review Presentation and provide comment
    - iii. Atkins may provide a Technical Memorandum with its recommendation
- 3. Support for Oversight of System Integration & Installation
  - a. Oversight of System Field Equipment Installation - Atkins may provide limited observation of the field equipment installation activities including periodic visits to the site to observe the progress and condition of the field installation work by the Toll System Contractor. Atkins may provide a summary report of each site visit.
  - b. Review of Installation Documents & Submittals - Atkins may provide a limited review and comment on documentation submittals including, but not limited to the following:
    - i. System Installation Plans
    - ii. Shop Drawings
    - iii. Equipment Cut Sheets
    - iv. Equipment Test Reports
  - c. Support for Training Program - Atkins may review the Contractor’s Training Plan and Training Materials – DRAFT & FINAL versions
    - i. Atkins may review the Contractor’s Training Materials – DRAFT & FINAL versions
  - d. Documentation & User Manuals – Atkins may review and comment on system documentation and user manuals, Draft and Final versions submitted by the Toll System Contractor
    - i. Toll System Operations Manual
    - ii. Toll System Maintenance Manual
- 4. Support for Contract Administration – Atkins may provide support for the review of change order proposals and comment.
- 5. Support for System Testing & Acceptance –
  - a. Atkins may review and provide comments on test scripts including but not limited to those listed below:
    - i. Test Scripts – Factory Acceptance Test (FAT) – DRAFT & FINAL
    - ii. Test Scripts – System Integration Test (SIT) – DRAFT & FINAL
    - iii. Test Scripts – Operational Observation Period (OOP) – DRAFT & FINAL
    - iv. Test Scripts - System Acceptance Test (SAT) – DRAFT & FINAL
  - b. Atkins may provide support for and observation of the testing and acceptance activities including , but not limited to the following:
    - i. Factory Acceptance Test (FAT) – This test is intended to validate system design, integration, interfaces and functionality prior to delivery of the system to the site and commencement of field installation.
    - ii. System Integration Testing (SIT) - This test is intended to validate the full system design, integration, interfaces and functionality prior to switchover from the legacy toll system and readiness for commissioning for live revenue service.

- iii. System Acceptance Testing (SAT) - This test is intended to validate the complete toll system as compliant with the contract requirements as a condition for final system acceptance.

6. Support for Operational Transition

- a. Support for Training of Operations and Maintenance Staff
- b. Support for set up of Toll Operations Management (Optional Task)
- c. Support for set up of Toll Customer Support Operations (Optional Task)
- d. Support for set up of Toll System "Go Live" commencement of System Revenue Service
- e. Support for Decommissioning of Legacy Toll Operations and Systems

Atkins may support the preparation of a summary briefing to County officials and attend the County Award meeting in Pensacola. FL.

**Deliverables** – The deliverables for this task may include the following:

- Agenda and Meeting Notes for the System Integration Kick-off Meeting
- Various Document Review Comments
- Summary briefing to County officials (PowerPoint format)

A Draft version of each deliverable may be prepared for review by the BDI and the County and comment. Atkins may address the comments and provide a Draft Final version for approval, and a Final submittal.

## ASSUMPTIONS

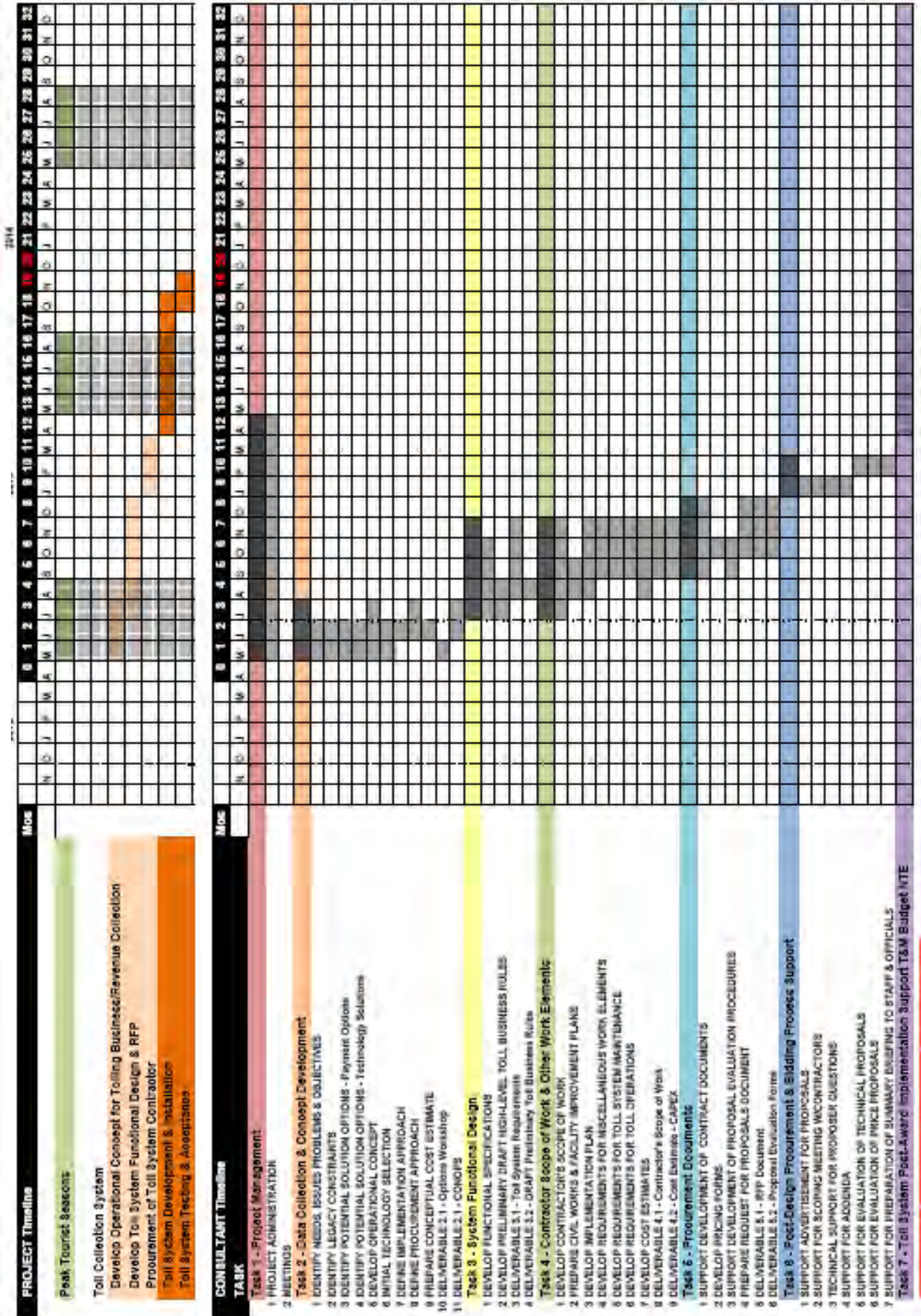
Assumptions are included in narrative text above.

## PRELIMINARY SCHEDULE

A key requirement for this project is the County's need to avoid the peak tourist season (which generally lasts from mid-May through the end of August) when scheduling construction or other activities that could exacerbate the normal traffic conditions or otherwise negatively impact the tourist experience at Pensacola Beach. The following preliminary schedule is intended to expedite the toll system development, procurement and implementation, and to also avoid construction during the peak tourist season to the extent possible. Atkins believes it will be difficult, if not impossible to develop a toll system RFP, procure a contractor and have the toll system designed, implemented and tested by the summer 2012 peak tourist season. It will also be difficult and unlikely that the toll system will be completed and accepted in time to be operational by summer 2013, but more likely by the summer of 2014.



# PRELIMINARY PROJECT SCHEDULE TIMELINE



## FEE ESTIMATE

The total estimated fee for this work is shown below.

### All Tasks

Task	Expenses Estimated	Labor Hours	Labor Estimated	Total Estimated Fee
Task 1 - Project Management	\$ 4,020	203	\$ 40,045	\$ 44,065
Task 2 - Data Collection & Concept Development	\$ 5,370	329	\$ 65,775	\$ 71,145
Task 3 - System Functional Design	\$ 2,020	254	\$ 46,967	\$ 48,987
Task 4 - Contractor Scope of Work & Other Work Elements	\$ -	152	\$ 27,188	\$ 27,188
Task 5 - Procurement Documents	\$ -	192	\$ 30,026	\$ 30,026
Task 6 - Post-Design Procurement & Bidding Process Support	\$ 2,750	220	\$ 41,804	\$ 41,804
Task 7 - Toll System Post-Award Implementation Support T&M Budget NTE	\$ 16,480	1028	\$ 182,128	\$ 198,608
<b>TOTAL</b>	<b>\$ 30,640</b>	<b>2,378</b>	<b>\$ 433,932</b>	<b>\$464,573</b>

### GENERAL ASSUMPTIONS

1 See individual Task Estimate Sheets

2

### NOTES

1 General Assumptions provided on this sheet are global in nature; and are supplemented by additional more comprehensive assumptions upon which the subtask labor hours are based.

2 Comprehensive assumptions describing the basis for each Subtask are detailed in the supporting Scope of Work -labor hour calculation worksheets on each "Task \_\_\_ HRS" tab in the left-hand column (Exhibit 1).

The table below breaks out the estimated fee by task group between Design Development tasks and the Procurement Support task.

Task	Design Development Tasks Only		Procurement Support Tasks Only	
	LABOR Estimated Fee Tasks Only	TOTAL Estimated Fee Tasks Only	LABOR Estimated Fee Tasks Only	TOTAL Estimated Fee Tasks Only
Task 1 - Project Management	\$ 40,045	\$ 44,065		
Task 2 - Data Collection & Concept Development	\$ 65,775	\$ 71,145		
Task 3 - System Functional Design	\$ 46,967	\$ 48,987		
Task 4 - Contractor Scope of Work & Other Work Elements	\$ 27,188	\$ 27,188		
Task 5 - Procurement Documents	\$ 30,026	\$ 30,026		
Task 6 - Post-Design Procurement & Bidding Process Support			\$ 41,804	\$ 44,554
Task 7 - Toll System Post-Award Implementation Support T&M Budget NTE			\$ 182,128	\$ 198,608
<b>TOTAL</b>	<b>\$210,000</b>	<b>\$ 221,411</b>	<b>\$ 223,932</b>	<b>\$ 243,162</b>

**EXHIBIT 1 – SCOPE OF WORK/LABOR HOUR CALCULATIONS**

**TASK MAN-HOUR ESTIMATE**  
**ATKINS**  
 Escambia County, Florida  
 Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

<b>Task 1 - Project Management</b>		<b>Scope of Work &amp; Assumptions</b>								
		Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
		Knuckey	Erwin	Helms / Allen	Dailer	Berg	Chen	Russo	Perez	
<b>1</b>	<b>PROJECT ADMINISTRATION</b>	4	80	18	0	0	0	0	12	114
	<b>Contract Administration</b>	4	80	18	0	0	0	0	12	
	<b>Progress Reports</b>									
	<b>Financial Management</b>									
	<b>Document Control &amp; Administration</b>									
<b>2</b>	<b>MEETINGS</b>	5	32	16	20	0	14	0	2	89
	Project Kickoff Meeting	1	8	8	8	0	2	0	2	
	Project Update Meetings	4	24	8	12		12			
	<b>TOTAL HOURS</b>	<b>9</b>	<b>112</b>	<b>34</b>	<b>20</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>14</b>	<b>203</b>

ASSUMPTIONS:  
 Subtask Duration: 11 mo.  
 Staff rqmt.:  
 PM: 6 hr/mo. x 13 mo. = 78 hr.  
 DPM: 0 hr/mo. x 11 mo. = 0 hr.  
 Prog. Coord. Admin: 1 hr/mo. x 12 mo. = 12 hr.  
 Included with Preliminary Activities, above  
 Included with Preliminary Activities, above  
 Included with Preliminary Activities, above

**TASK MAN-HOUR ESTIMATE**  
**ATKINS**  
 Escambia County, Florida  
 Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

<b>Task 1 - Project Management</b>										
<b>Scope of Work &amp; Assumptions</b>										
Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total		

Assumptions

1  
2  
3  
4  
5  
6

--	--	--	--	--	--	--	--	--	--	--

### TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

## Task 2 - Data Collection & Concept Development

### Scope of Work & Assumptions

1 IDENTIFY NEEDS, ISSUES PROBLEMS & OBJECTIVES

Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
Knuckey	Erwin	Helms / Allen	Dailer	Berg	Chen	Russo	Perez	
16	20	2	0	0	9	0	0	47
16	20	2	0	0	9	0		

#### Stakeholder Interviews

Conduct interviews with key stakeholders to update previous work to identify Needs, Issues, Problems & Objectives that would be relevant to upgrade of the tolling business operations and supporting toll collection system. Task includes preparation for and documentation of the interviews.

ASSUMPTIONS:  
 - Task will involve **one (1) site visit (2 days)**  
 Subtask Duration: 1 mo.  
 No. of Interview Meetings: 3 (maximum)  
 Staff rqmt.:  
 PM: 4 hr/mtg.. x 3 mtgs. mo. = 12 hr.  
 QA/QC-SME Toll Ops: 2.5 hr/mtg.. x 3 mtgs. mo. = 7.5 hr. say 8 hrs.  
 ITS Analyst: 3 hr/mtg.. x 3 mtgs. mo. = 9 hr.  
 Prog. Coord. Admin: 0 hr/mtg.. x 3 mtgs. mo. = 0 hr.

## TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

### Task 2 - Data Collection & Concept Development

2 IDENTIFY LEGACY CONSTRAINTS

Scope of Work & Assumptions	Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
	16	32	0	0	0	8	0	0	56
<p><b>Review Legacy Business Processes</b></p> <p>Complete the documentation of the relevant business needs and objectives going forward under the updated toll collection operation.            Identify constraints based on a review of documented legacy business processes.            ASSUMPTIONS:            - It is assumed that the County/SRIA intends to continue offering today's payment options (i.e. cash payment and transponder-based, time-based passes hosted by SRIA) and to support the associated scope of toll operations.            - Atkins will also identify new payment options made possible by currently available technology that the County/SRIA may wish to consider for implementation. These payment options may include various combinations of transponder-based or video image-based vehicle / registered owner identification, with pre-paid or post-paid (invoiced) toll collection.            - Subtask Duration: 2 mo.            - Task will involve <b>one (1) site visit</b> (2 days) (Same as for Task 2.1, above)            STAFF RQMTS:            PM: 32 hr.            QA/QC-SME Toll Ops: 16 hr.            ITS Analyst: 8 hr.            Prog. Coord. Admin: 0 hr.</p>	16	32	0	0	0	8	0	0	56
<p><b>Review Legacy Systems</b></p> <p>- The legacy toll system was previously investigated by Atkins and an assessment report was prepared. <b><u>No further work will be conducted in this scope of work.</u></b></p>	0	0	0	0	0	0	0	0	0
<p><b>Review Existing Infrastructure &amp; Facilities</b></p> <p>- It is assumed that the toll plaza will not be relocated or reconstructed for at least the next 5 years and the plaza will keep its current toll lane configuration during that time.            - It is also assumed that the toll plaza will not be renovated in ways that will adversely impact the system design, implementation process, performance or testing.            - Therefore, it is assumed that the As-Built Architectural Plans and Specifications provided by the County will provide a sufficient representation of the facility to support these design efforts.</p>	0	0	0	0	0	0	0	0	0

## TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

### Task 2 - Data Collection & Concept Development

#### Scope of Work & Assumptions

		Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
3	<b>IDENTIFY POTENTIAL SOLUTION OPTIONS - Payment Options</b>  Prepare Description of Available Relevant Payment Option Prepare Description of Available Relevant Payment Option Prepare Description of Available Relevant Payment Option Prepare Description of Available Relevant Payment Option	- The Tolling Options Workshop was originally part of this scope, but was previously accomplished by Atkins under separate Task Work Order and an summary report was prepared. This task was for the Workshop. <b><u>No further work will be conducted in this scope of work.</u></b>  Transponder-based pre-paid toll accounts hosted by a third-party (e.g. SunPass hosted by Florida's Turnpike Enterprise (FTE)) Video-based identification of SRIA time-based passholders Video-based pre-paid toll accounts (e.g. SRIA-hosted toll accounts, Florida-interoperable toll accounts, etc.) Video-based post-paid toll accounts (Toll-by-Plate processed by a third-party)	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	
4	<b>IDENTIFY POTENTIAL SOLUTION OPTIONS - Technology Solutions</b>  Review & Describe Available Relevant Technology Review & Describe Available Relevant Technology Review & Describe Available Relevant Technology Review & Describe Available Relevant Technology	- The Tolling Options Workshop was originally part of this scope, but was previously accomplished by Atkins under separate Task Work Order and an summary report was prepared. This task was for the Workshop. <b><u>No further work will be conducted in this scope of work.</u></b>  FTE SunPass Technologies Tolling System - Brand "X" Tolling System - Brand "Y" Tolling System - Brand "Z"	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	
5	<b>DEVELOP OPERATIONAL CONCEPT</b>  Define the Concept for Toll Business Operations.	Develop an operational concept that will serve as the basis for the System Functional Specifications developed under Task 3. - Tolling payment options - Related business processes - Toll system architecture	24	40	0	0	4	0	0	68
		24	40				4			
6	<b>INITIAL TECHNOLOGY SELECTION</b>  Select the Technology Basis for the Toll System Design.	- Based on Subtask 2.4, above.	8	24	0	2	0	0	0	34
		8	24		2		0			



## TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

Scope of Work & Assumptions		Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total	
<b>7</b>	<b>DEFINE IMPLEMENTATION APPROACH</b>										
	Define Implementation Approach	- Transition & migration process	8	16	0	2	0	4	0	0	30
			8	16		2		4			
<b>8</b>	<b>DEFINE PROCUREMENT APPROACH</b>										
	Define Procurement Approach	- Addressing such issues as whether or not to purchase off of an existing state contract or	8	8	0	0	0	0	0	0	16
			8	8		0		0			
<b>9</b>	<b>PREPARE CONCEPTUAL COST ESTIMATE</b>										
	Prepare Conceptual Cost Estimate - CAPEX	CAPEX	2	8	0	1	0	8	0	0	19
	Prepare Conceptual Cost Estimate - OPEX	<u>This subtask is not included in this Scope of Services</u>	2	8		1		8			
			0	0	0	0	0	0	0	0	
<b>10</b>	<b>DELIVERABLE 2.1 - Options Workshop</b>										
	Prepare Presentation for Workshop	Includes QA/QC	0	0	0	0	0	0	0	0	0
	Conduct Half-Day Workshop in Pensacola.	Assume one (1) trip to Pensacola for 3 people.	0	0	0	0	0	0	0	0	0
	Address Client Comments & Prepare DRAFT Technical Memorandum summarizing the results.	Includes QA/QC	0	0	0	0	0	0	0	0	0
	Address Final Client Comments & Prepare Final Technical Memorandum.	Includes QA/QC	0	0	0	0	0	0	0	0	0

**TASK MAN-HOUR ESTIMATE**

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

**Task 2 - Data Collection & Concept Development**

**Scope of Work & Assumptions**

**11 DELIVERABLE 2.1 - CONOPS**

Technical Memorandum that will describe the operational concept, toll system architecture.

Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
7	36	0	4	0	12	0	0	59
4	8		2		4			
1	16				4			
1	8		2		2			
1	4				2			
<b>89</b>	<b>184</b>	<b>2</b>	<b>9</b>	<b>0</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>329</b>

Prepare DRAFT Version of the Deliverable

Includes QA/QC

Meet with Client to Present the CONOPS & Receive Comments

Assume one (1) trip to Pensacola for one person

Address Client Comments & Prepare DRAFT Final version

Includes QA/QC

Address Final Client Comments & Prepare Final version

Includes QA/QC

**Total Hours**

**Assumptions**

- 1
- 2
- 3
- 4
- 5
- 6


## TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

### Task 3 - System Functional Design

#### Scope of Work & Assumptions

1 **DEVELOP FUNCTIONAL SPECIFICATIONS**

**Toll System Specifications**

- Atkins will develop Specifications for the Toll Collection System that address functionality, physical requirements, performance, operations, non-functional requirements, interoperability and system maintenance.
- The specifications will address hardware and software system elements.
- The toll system specifications will address toll lane subsystem and the toll plaza/host subsystem that processes toll transactions from the roadside and account for traffic and revenue logged by the system.
- The specifications will also address the database and reporting elements.
- The specifications will provide requirements for cash toll collection elements, as well as the back office electronic payment processing and toll accounts.
- They will address network communications.

**Interface Requirements**

- Atkins will develop preliminary Interface requirements for 3rd-party ETC-based payment processors (e.g. SunPass, etc.) and 3rd-party video-based payment processors (e.g. FTE, THEA, PlatePass, e-Toll, etc.)

2 **DEVELOP PRELIMINARY DRAFT HIGH-LEVEL TOLL BUSINESS RULES**

**Preliminary DRAFT High-Level Toll Business Rules**

- Atkins will develop a Preliminary Business Rules document that will outline the business parameters that the toll system must support.
- The Business Rules will be a "living document" over the life of the toll system.
- They will build on the operational concept and be part of the foundation for the toll system specification requirements.

Principal-in-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
Knuckey	Erwin	Helms / Allen	Dailer	Berg	Chen	Russo	Perez	
10	88	0	4	0	22	0	0	124
8	72		4		20			
2	16	0	0	0	2	0	0	
2	12	0	0	0	8	0	0	22
2	12				8			

TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

**Task 3 - System Functional Design**

**Scope of Work & Assumptions**

0

3

**DELIVERABLE 3.1 - Toll System Specifications**

Toll System Specifications

Prepare DRAFT Version of the Deliverable

Includes QA/QC

Meet with Client to Present the CONOPS & Receive Comments

Assume one (1) trip to Pensacola for two people

Address Client Comments & Prepare DRAFT Final version

Includes QA/QC

Address Final Client Comments & Prepare Final version

Includes QA/QC

4

**DELIVERABLE 3.2 - DRAFT Preliminary Toll Business Rules**

Preliminary Draft Toll Business Rules

Prepare DRAFT Version of the Deliverable

Includes QA/QC

Address Client Comments & Prepare DRAFT Final version

Includes QA/QC

**Total Hours**

**Assumptions**

Principal-in-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
11	56	0	4	0	20	0	0	91
8	16		4		4			
0	12				8			
2	20				8			
1	8							
1	12	0	0	0	4	0	0	17
1	8				4			
0	4				0			
24	168	0	8	0	54	0	0	254

1  
2  
3  
4  
5  
6

## TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

Scope of Work & Assumptions		Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
		Knuckey	Erwin	Helms / Allen	Dailer	Berg	Chen	Russo	Perez	
1	<p><b>DEVELOP CONTRACTOR'S SCOPE OF WORK</b></p> <p>Contractor's Scope of Work</p> <p>Atkins will define the Contractor's work elements required for design and implementation of the toll system. The Contractor's Scope of Work will document the requirements for delivery of the specified toll system solution including the system development process for design, implementation requirements, testing, operations and maintenance.</p>	0	60	0	0	0	8	0	0	68
			60				8			
2	<p><b>PREPARE CIVIL WORKS &amp; FACILITY IMPROVEMENT PLANS</b></p> <p>It is assumed that <u>no</u> facility improvements will be required for the new toll system solution, therefore no Civil Works or Facility Improvement Plans will be provided in this scope.</p>	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	
3	<p><b>DEVELOP IMPLEMENTATION PLAN</b></p> <p>Develop Implementation Plan, Transition Plan / Business Continuity Plan</p> <p>- Implementation Plan that will address the transition from the current to the future toll system, and the requirements for maintaining toll revenue operations during the transition. - Implementation Plan will address transition issues and business continuity (i.e. maintenance of revenue operations).</p>	0	20	0	0	0	8	0	0	28
			20				8			
4	<p><b>DEVELOP REQUIREMENTS FOR MISCELLANEOUS WORK ELEMENTS</b></p> <p>Testing &amp; Acceptance Training Back-Up &amp; Recovery</p> <p>Included with Contractor's Scope of Work, above Included with Contractor's Scope of Work, above Included with Contractor's Scope of Work, above</p>	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	

## TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

Task 4 - Contractor Scope of Work & Other Work Elements			Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
Scope of Work & Assumptions											
5	<b>DEVELOP REQUIREMENTS FOR TOLL SYSTEM MAINTENANCE</b>		0	0	0	0	0	0	0	0	0
	Develop Requirements for Toll System Maintenance	Included with Contractor's Scope of Work, above	0	0	0	0	0	0	0	0	0
6	<b>DEVELOP REQUIREMENTS FOR TOLL OPERATIONS</b>		0	0	0	0	0	0	0	0	0
	Develop Requirements for Toll Operations	This activity is <u>not</u> included in the Scope of Services	0	0	0	0	0	0	0	0	0
7	<b>DEVELOP COST ESTIMATES</b>		1	4	0	2	0	4	0	0	11
	Develop Cost Estimate - CAPEX		1	4		2	0	4			
	Develop Cost Estimate - OPEX	This activity is <u>not</u> included in the Scope of Services	0	0	0	0	0	0	0	0	0
8	<b>DELIVERABLE 4.1 - Contractor's Scope of Work</b>	Contractor's Scope of Work	3	20	0	0	0	10	0	0	33
	Prepare DRAFT Version of the Deliverable	Includes QA/QC	2	4				4			
	Meet with Client to Present the CONOPS & Receive Comments	Travel to Pensacola included with Task 3.3	0	8				4			
	Address Client Comments & Prepare DRAFT Final version	Includes QA/QC	1	8				2			
	Address Final Client Comments & Prepare Final version	Includes QA/QC									

**TASK MAN-HOUR ESTIMATE**

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

**Task 4 - Contractor Scope of Work & Other Work Elements**

**Scope of Work & Assumptions**

9 **DELIVERABLE 4.2 - Cost Estimate - CAPEX**

- Prepare DRAFT Version of the Deliverable
- Address Client Comments & Prepare DRAFT Final version
- Address Final Client Comments & Prepare Final version

- Cost Estimate
- Includes QA/QC
- Includes QA/QC
- Includes QA/QC

**Total Hours**

Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
0	6	0	0	0	6	0	0	12
	4				4			
	2				2			
<b>4</b>	<b>110</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>152</b>

**Assumptions**

1	
2	
3	
4	
5	
6	

TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

**Task 5 - Procurement Documents**

**Scope of Work & Assumptions**

**1 SUPPORT DEVELOPMENT OF CONTRACT DOCUMENTS**

Support Definition of Procurement Process

Support Development of Instructions to Bidders by Others

Support Development of Contract Terms & Conditions by Others

- The Instructions to Proposers/Bidders will be developed by Others and provided by the Client.

- The Contract Terms & Conditions will be developed by Others and provided by the Client.

**2 DEVELOP PRICING FORMS**

Develop Pricing Forms

- Pricing forms will be used by the proposers in submitting their price proposals.

**3 SUPPORT DEVELOPMENT OF PROPOSAL EVALUATION PROCEDURES**

Support the Development of Proposal Evaluation Procedures

Assist the Client in developing the Proposal Evaluation procedures.

**4 PREPARE REQUEST FOR PROPOSALS DOCUMENT**

Prepare Request for Proposals Document

Compile the elements of the RFP into a single document.

RFP elements will include deliverables prepared by Atkins and other elements prepared by others.

Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
Knuckey	Erwin	Helms / Allen	Daller	Berg	Chen	Russo	Perez	
4	20	0	0	0	4	0	0	28
2	4							
1	8				2			
1	8				2			
0	4	0	1	0	12	0	0	17
	4		1		12			
0	8	0	0	0	16	0	0	24
	8				16			
0	24	0	0	0	24	0	0	48
	24				24			



**TASK MAN-HOUR ESTIMATE**

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

0

**Task 5 - Procurement Documents**

**Scope of Work & Assumptions**

**5 DELIVERABLE 5.1 - RFP Document**

Request for Proposals Document including Pricing Form

Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
4	28	0	8	0	24	0	0	64
4	12		8		24			
	16							
2	5	0	0	0	4	0	0	11
2	2				2			
	2				2			
	1				0			
<b>10</b>	<b>89</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>84</b>	<b>0</b>	<b>0</b>	<b>192</b>

Prepare DRAFT Version of the Deliverable

Includes QA/QC

Address Client Comments & Prepare DRAFT Final version

Includes QA/QC

Address Final Client Comments & Prepare Final version

Includes QA/QC

**6 DELIVERABLE 5.2 - Proposal Evaluation Forms**

Proposal Evaluation Forms

Prepare DRAFT Version of the Deliverable

Includes QA/QC

Address Client Comments & Prepare DRAFT Final version

Includes QA/QC

Address Final Client Comments & Prepare Final version

Includes QA/QC

**Total Hours**

**Assumptions**

- 1
- 2
- 3
- 4
- 5
- 6

TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

**Task 6 - Post-Design Procurement & Bidding Process Support**

0

Scope of Work & Assumptions		Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
		Knuckey	Erwin	Helms / Allen	Dailer	Berg	Chen	Russo	Perez	
1	<b>SUPPORT ADVERTISEMENT FOR PROPOSALS</b>	Atkins will support the procurement process beginning with the advertisement of the RFP and concluding with the issuance of the Contractor's Notice –to-Proceed.								
	Draft Advertisement for Proposals	This activity is <u>not</u> included in the Scope of Services								
		0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	
2	<b>SUPPORT FOR PRE-PROPOSAL CONFERENCE</b>	0	8	0	0	0	0	0	0	8
	Support Pre-Proposal Conference	Atkins will support and attend the County/SRIA Pre-Proposal Conference in Pensacola, FL providing an agenda and meeting notes. Assume one (1) trip for one (1) person.								
			8				0			
3	<b>TECHNICAL SUPPORT FOR PROPOSER QUESTIONS</b>	2	16	0	2	0	8	0	0	28
	Technical Support for Responses to Proposer Questions	Atkins will review and provide responses to proposer questions submitted during the proposal preparation period.								
		2	16		2		8			
4	<b>SUPPORT FOR ADDENDA</b>	0	12	0	0	0	6	0	0	18
	Preparation of Addenda	Atkins will support the preparation of up to three (3) addenda @ 6 hrs. each , if necessary.								
			12				6			

TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

**Task 6 - Post-Design Procurement & Bidding Process Support**

0

5

6

7

1  
2  
3  
4  
5  
6

Scope of Work & Assumptions		Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
		<b>SUPPORT FOR EVALUATION OF TECHNICAL PROPOSALS</b>	Atkins will provide technical advisory support for evaluation of proposer qualifications as requested by the County/SRIA, including qualifications for <u>up to four (4) proposers</u> .	6	100	0	6	0	20	0
Technical Review of Proposer Qualifications		2	20		2		4			
Technical Review of Technical Proposals	Atkins will provide technical advisory support for evaluation of technical proposals as requested by the County/SRIA, including review of <u>up to four (4) proposals</u> , and comments to the County/SRIA Evaluation Committee.	4	80		4		16			
<b>SUPPORT FOR EVALUATION OF PRICE PROPOSALS</b>	Atkins will provide technical advisory support for tabulation and evaluation of price proposals as requested by the County/SRIA, including review of <u>up to four (4) proposals</u> , and comments to the County/SRIA Evaluation Committee.	1	8	0	2	0	2	0	0	13
Technical Review of Price Proposals		1	8		2		2			
<b>SUPPORT FOR PREPARATION OF SUMMARY BRIEFING TO STAFF &amp; OFFICIALS</b>	Atkins will support the preparation of a summary briefing to County/SRIA officials and attend the County/SRIA Award meeting in Pensacola, FL. Assume one (1) trip for one (1) person.	1	20	0	0	0	0	0	0	21
Support for Preparation of Summary Briefing		1	12							
Attend Project Briefing for Staff & Officials	Atkins will attend a meeting in Pensacola, FL to brief client staff and officials on the project and results. Assume one (1) trip for one (1) person, and separate trip from Award meeting for pricing purposes.		8							
<b>Total Hours</b>		<b>10</b>	<b>164</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>220</b>

Assumptions

### TASK MAN-HOUR ESTIMATE

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

## Task 7 - Toll System Post-Award Implementation Support T&M Budget NTE

Scope of Work & Assumptions		Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
		Knuckey	Erwin	Helms / Allen	Dailer	Berg	Chen	Russo	Perez	
<p>The task will include the broad tasks listed below. At th eCounty's request, this task is being priced as a Time and Materials budget with a not-to-exceed (NTE) limiting amount, due to uncertainties at the time of pricing.</p> <p>ASSUMPTIONS: Task Duration: 8 mos.</p> <p>Staff rqmt.: P-I-C: 10 hrs./mo. x 8 mos. = 80 hr., say 80 hr. PM: 30% of time x 8 mos./12 mos/yr x 2000 hrs/Yr. = 400 hr., say 400 hr. Project Advisor: 10 hrs./mo. x 8 mos. = 80 hr., say 80 hr. QA/QC-SME Toll Ops: 4 hrs./mo. x 8 mos. = 32 hr., say 32 hr. System Engineer (Testing Specialist): 40 hrs./wk. x 5 wks. = 200 hr., say 200 hr. ITS specialist: 20% of time x 8 mos./12 mos/yr x 2000 hrs/Yr. = 267 hr., say 270 hr. Prog. Coord. Admin: 1.5 hrs./mo. x 8 mos. = 12 hr., say 12 hr.</p>		80	400	64	32	200	240	0	12	1028
<p>General Program Management Support</p> <p>For budget purposes.</p>		80	400	64	32	200	240		12	
<p>SUPPORT FOR SYSTEM DESIGN REVIEW</p>		0	0	0	0	0	0	0	0	0
<p>SUPPORT FOR OVERSIGHT OF SYSTEM INTEGRATION &amp; INSTALLATION</p>		0	0	0	0	0	0	0	0	0

0

1 GENERAL PROGRAM MANAGEMENT SUPPORT

2 SUPPORT FOR SYSTEM DESIGN REVIEW

3 SUPPORT FOR OVERSIGHT OF SYSTEM INTEGRATION & INSTALLATION

**TASK MAN-HOUR ESTIMATE**

ATKINS

Escambia County, Florida

Bob Sikes Bridge Toll System Support- Approach A - Traditional D-B System Procurement

**Task 7 - Toll System Post-Award Implementation Support T&M Budget NTE**

0

**Scope of Work & Assumptions**

4 SUPPORT FOR CONTRACT ADMINISTRATION

5 SUPPORT FOR TESTING & ACCEPTANCE

6 SUPPORT FOR OPERATIONS TRANSITION

7 PROJECT CLOSEOUT

Total Hours

Principal-In-Charge	Project Manager	Project Advisor	Sr. Consultant - Toll Systems & Ops	Systems Engineer	ITS Analyst II	Engineer II	Sr. Program Asst. II	Total
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
80	400	64	32	200	240	0	12	1028

**Assumptions**

1  
2  
3  
4  
5  
6

**PENSACOLA BEACH MASTER PLAN  
PD 10-11.005  
Toll Plaza Equipment Upgrades and Lane Improvements**

April 3, 2012

**FEE ESTIMATE**

								<b>FEE</b>	
<b>A</b>	<b>TOLL EQUIPMENT / SYSTEM UPGRADES</b>								
	Pre-Design Workshop						LS	\$ 7,512.30	
	Design Development						LS	\$ 24,298.80	
<b>B</b>	<b>TOLL PLAZA LANE IMPROVEMENTS</b>								
	Design Services						LS	\$ 51,644.30	
	Permitting, Bidding and Contracting						LS	\$ 19,929.52	
	Surveying Services						LS	\$ 8,065.34	
	Geotechnical Services						Allowance	\$ 5,000.00	
<b>C</b>	<b>CEI and ADMINISTRATION SERVICES</b>								
	Toll Equipment Upgrades						LS	\$ 27,755.40	
	Toll Plaza Lane Improvements						LS	\$ 17,180.82	



<b>BDI - LUMP SUM FEE</b>	<b>\$ 156,386.48</b>
<b>BDI - ALLOWANCE FEE</b>	<b>\$ 5,000.00</b>
<b>ATKINS - LUMP SUM FEE</b>	<b>\$ 285,860.00</b>
<b>ATKINS - ALLOWANCE FEE</b>	<b>\$ 198,608.00</b>
<b>TOTAL LUMP SUM FEE</b>	<b>\$ 442,246.48</b>
<b>TOTAL ALLOWANCE FEE</b>	<b>\$ 203,608.00</b>
<b>TOTAL PROJECT FEE</b>	<b>\$ 645,854.48</b>

**PENSACOLA BEACH MASTER PLAN  
Toll Plaza Equipment Upgrades**

**CIVIL MANHOURL AND FEE ESTIMATE**

TASK	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADD/ DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
	\$115.97	\$104.67	\$72.13	\$61.22	\$50.01	\$33.24		
<b>A Pre-Design Workshop</b>								
1. Workshop with subconsultant for equipment options and upgrades	20	20	20			2	62	\$ 5,921.88
2. Preparation and correspondance	8	4	2			3	17	\$ 1,590.42
<b>Subtotal</b>	<b>80</b>	<b>80</b>	<b>80</b>	<b>50</b>	<b>0</b>	<b>28</b>	<b>318</b>	<b>\$ 7,512.30</b>
<b>B Design Development</b>								
1. Coordination, Meetings and QA/QC	70	100	70			20	260	\$ 24,298.80
<b>Subtotal</b>	<b>80</b>	<b>80</b>	<b>80</b>	<b>50</b>	<b>0</b>	<b>28</b>	<b>318</b>	<b>\$ 24,298.80</b>
<b>C Toll System Implementation and CEI</b>								
1. Coordination, Meetings and Project Management	20	20	20			10	70	\$ 6,187.80
2. Engingeering Services During Construction	80	40	80		40	10	250	\$ 21,567.60
<b>Subtotal</b>	<b>80</b>	<b>80</b>	<b>80</b>	<b>50</b>	<b>0</b>	<b>28</b>	<b>318</b>	<b>\$ 27,755.40</b>

**Scope: Support services for system development, sub-consultant coordination, QA/QC, meetings, workshop and CEI**

**PENSACOLA BEACH MASTER PLAN**  
**Toll Plaza Lane Improvements**

**CIVIL MANHOURL AND FEE ESTIMATE**

TASK	SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	CADD/ DESIGNER	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
	\$115.97	\$104.67	\$72.13	\$61.22	\$50.01	\$33.24		
<b>Problem Identification</b>								
1. Obtain and review maps and data	6	2	10	4		2	24	\$ 1,937.82
2. Site visits and evaluation	6	2	6				14	\$ 1,337.94
3. Coordinate surveys			2	1		1	4	\$ 238.72
4.							0	\$ -
<b>Subtotals</b>	12	4	18	5	0	3	42	<b>\$ 3,514.48</b>
<b>Conceptual Design</b>								
1. Formulate and evaluate concepts	8	12	16	12			48	\$ 4,072.52
2. Prepare preliminary layout	8	8	16	20		2	54	\$ 4,210.08
3. Prepare 30% construction plans and submittal	8	8	40	60			116	\$ 8,323.52
4. Meetings with Esc County and SRIA	4	4	4			8	20	\$ 1,437.00
5.							0	\$ -
<b>Subtotals</b>	28	32	76	92	0	10	238	<b>\$ 18,043.12</b>
<b>90% Construction Plans</b>								
1. Address 30% plan review comments	8	4	16	8		1	37	\$ 3,023.52
2. Finalize layout and calculations	8	4	16	4			32	\$ 2,745.40
3. Prepare specific details and specifications	8	2	8	30			48	\$ 3,550.74
4. Prepare 90% construction plans and submittal	8	4	40	40		4	96	\$ 6,813.40
5. Meetings with Esc County	4	8	8			4	24	\$ 2,011.24
6.							0	\$ -
<b>Subtotals</b>	36	22	88	82	0	9	237	<b>\$ 18,144.30</b>
<b>100% Construction Plans</b>								
1. Address 90% plan review comments	8	2	16	8		1	35	\$ 2,814.18
2. Prepare 100% construction plans and submittal	16	2	24	60		4	106	\$ 7,602.14
3. Meetings with Esc County	4	4	8			2	18	\$ 1,526.08
4.							0	\$ -
<b>Subtotals</b>	28	8	48	68	0	7	159	<b>\$ 11,942.40</b>
<b>Permitting</b>								
1. Attend pre-application meeting w/NFWFMD	2	2	2				6	\$ 585.54
2. Prepare ERP application package	30	20	30	30		16	126	\$ 10,104.84
3. Address review comments	16	8	20	6		4	54	\$ 4,635.76
4. Certify completion	2	2	4			2	10	\$ 796.28
5.							0	\$ -
<b>Subtotals</b>	50	32	56	36	0	22	196	<b>\$ 16,122.42</b>



**PENSACOLA BEACH MASTER PLAN  
Toll Plaza Lane Improvements**

**CIVIL MANHOURL AND FEE ESTIMATE**

<b>Bidding and Contracting</b>								
1. Attend pre-bid conference	2	2	2			1	7	\$ 618.78
2. Prepare addenda as necessary	4	4	8	8		2	26	\$ 2,015.84
3. Compile / evaluate bids and recommend award	4	2	6			2	14	\$ 1,172.48
4.							0	\$ -
5.							0	\$ -
6.							0	\$ -
<b>Subtotals</b>	<b>10</b>	<b>8</b>	<b>16</b>	<b>8</b>	<b>0</b>	<b>5</b>	<b>47</b>	<b>\$ 3,807.10</b>
<b>Construction</b>								
1. Contract administration services	24	24	24			6	78	\$ 7,225.92
2. Periodic construction inspection	16	16	24		40	2	98	\$ 7,328.24
3. Prepare record drawings	2	2	8	8	8	2	30	\$ 1,974.64
4. Project certification	2	2	2			2	8	\$ 652.02
5.							0	\$ -
6.							0	\$ -
<b>Subtotals</b>	<b>44</b>	<b>44</b>	<b>58</b>	<b>8</b>	<b>48</b>	<b>12</b>	<b>214</b>	<b>\$ 17,180.82</b>
<b>Engineering Totals</b>	<b>208</b>	<b>150</b>	<b>360</b>	<b>299</b>	<b>48</b>	<b>68</b>	<b>1133</b>	<b>\$ 88,754.64</b>

	SURVEY MANAGER	SURVEYOR PLS/PSM	SURVEY PARTY	SURVEY DESIGNER TECH	CEI INSPECTOR	CLERICAL	TOTAL MANHOURS	FEE
	\$121.05	\$79.75	\$99.55	\$52.73	\$50.01	\$33.24		
<b>Surveying</b>								
1. Establish horizontal and vertical control			8	4		1	13	\$ 855.16
2. Cross-sections	2	8	16	4			30	\$ 2,468.26
3. Utility locations		4	8	4			16	\$ 1,240.60
4. Mapping	4	8	16	16		2	46	\$ 3,501.32
5.							0	\$ -
6.							0	\$ -
<b>Survey Totals</b>	<b>6</b>	<b>20</b>	<b>48</b>	<b>28</b>	<b>0</b>	<b>3</b>	<b>105</b>	<b>\$ 8,065.34</b>

**Scope: Design services for approach lane upgrades including surveying, permitting, geotechnical investigations and CEI services**

*2400 Jue*

INTERLOCAL AGREEMENT BETWEEN  
ESCAMBIA COUNTY, FLORIDA  
AND  
SANTA ROSA ISLAND AUTHORITY

This Agreement is made between ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter the "County"), by and through its Board of County Commissioners, and the SANTA ROSA ISLAND AUTHORITY, a dependent special district of Escambia County, Florida, created by special act of the legislature of the State of Florida, (hereinafter the "Authority"), by and through its governing board.

WHEREAS, the County is authorized to contract for the operation of toll facilities used in connection with the roads and bridges of Escambia County; and

WHEREAS, on February 1, 2001, the Escambia County Board of County Commissioners (hereinafter the "BCC") voted to assign the responsibility for the Bob Sikes Toll Bridge toll collection functions to the Authority, with the County to maintain oversight; and

WHEREAS, ON February 21, 2001, the Authority's Board accepted the County's assignment of responsibility for the toll collection functions; and

WHEREAS, the County and the Authority desire to set forth their respective obligations with regard to the management, operation and maintenance of the Bob Sikes Toll Bridge;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

1. Toll Collection Functions

Beginning March 1, 2001 and continuing until such time as this Agreement is terminated, the Authority will be responsible for the management, operation and maintenance of the toll collection functions at the Bob Sikes Toll Bridge. The Authority will provide for the management, operation and maintenance of the toll collection functions through agreements or contracts with third parties, which shall be subject to approval by the BCC, or at the Authority's discretion through the use of Authority staff.

2. Maintenance and Repair

The Authority will maintain the toll plaza collection equipment in good repair and sound operating condition and will make all repairs, renewals and replacements to said equipment as determined to be necessary or in the best interest of the County. The County will maintain the bridge, related approach roads, and the toll plaza buildings in good repair and sound operating condition and will make repairs, renewals and replacements to them as necessary or as deemed to be in the best interest of the County.

3. Establishment of Tolls

The BCC shall fix and establish tolls for the use of the Bob Sikes Toll Bridge.

4. Budget

Beginning in fiscal year 2002, the Authority will annually prepare a budget for the toll collection functions for the succeeding fiscal year. The budget shall be approved by the Authority Board and adopted by the BCC.

In the event the Authority and the BCC cannot mutually agree on a budget either party has the right to terminate this Agreement in accordance with Paragraph 11.

5. Funding

Prior to October 1, 2001, the County will pay all invoices submitted by the Authority to the Clerk of the Circuit Court for costs associated with the management, operation and maintenance of the toll collection functions. Beginning October 1, 2001, the County will advance to the Authority, on the first day of each month, one-twelfth of the annual amount budgeted by the County for the operation and maintenance of the toll collection functions. Any surplus will be returned to the County within thirty (30) days of the end of the fiscal year. Any costs incurred by the Authority above the budgeted amounts shall be paid by the County upon receipt of appropriate documentation and approval by the BCC.

In the event, the Authority determines that it is in the best interest of the County to purchase new equipment or software, the Authority will forward a recommendation for said purchase to the BCC for approval. Any such

recommendation will include a statement to be provided by County staff as to the potential sources of funding for the recommended purchase.

Upon approval by the BCC, the new equipment or software will be procured by the Authority in accordance with applicable purchasing or competitive bidding procedures. The payment for approved purchases will then be made by the Clerk of the Circuit Court upon receipt of invoices or other appropriate documentation from the Authority.

6. Deposit of Toll Revenues

The Clerk of the Circuit Court will provide for the daily pick-up and deposit of toll revenues.

7. Record Keeping

The Authority will keep books and records of the toll collections separate and apart from the all other books, records, and accounts of the Authority, in which complete and correct entries shall be made of the tolls and other revenues collected, and of the costs and all transactions relating to the toll collections operations. The Authority shall, at least once each year, cause the books, records and accounts relating to the toll collections to be properly audited. Copies of the reports of such audits shall be provided to the County.

8. Bonding

All officials, employees and agents of the Authority engaged in the operation of the toll facility and handling in any way any of the tolls or revenues derived from the toll facility, shall be required by the Authority to furnish adequate bonds for the faithful accounting of all moneys likely to come into their hands.

9. Insurance

The County will carry insurance on the bridge and toll facility, including the toll collection equipment.

10. No free Use of the Bridge

The Authority shall not allow or permit any free use of the bridge or any part thereof, except: a) for officials or

employees of the County and the Authority engaged in official business of the County and the Authority; b) for United States Government vehicles engaged in official business of the federal government; c) for law enforcement officials or emergency vehicles while in the discharge of their official duties; d) as required by Section 338.155, Florida Statutes; or e) during times of emergencies or disasters or as now required by existing law and consistent with bond requirements.

11. Term and Termination

The term of this Agreement shall begin March 1, 2001 and shall be automatically renewed each fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>) unless terminated by either party or by mutual consent of the parties. Either party may terminate this Agreement with or without cause by giving the other a minimum of sixty (60) days written notice of its intent to terminate the Agreement. The County shall make payment for services performed in accordance with this Agreement up to the date of termination.

12. Effective Upon Filing

This Agreement shall become effective upon its filing with the Clerk of the Circuit Court in and for Escambia County, Florida. The Authority will be responsible for the filing.

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, upon authority to execute on the 20<sup>th</sup> day of September, 2001, and the SANTA ROSA ISLAND AUTHORITY, duly authorized to execute same.

ESCAMBIA COUNTY

ESCAMBIA COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
W. D. Childers, Chairman

5<sup>th</sup> day of October, 2001.

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BY: [Signature]  
DEPUTY CLERK







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

**AI-2554**

**County Administrator's Report 12. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/17/2012

**Issue:** Contract Amendment for PD 10-11.080, Design Services for Project #1 Quintette Road & Project #2 Well Line Road Extensions

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Contract Amendment for PD 10-11.080, Design Services for Project #1 Quintette Road & Project #2 Well Line Road Extensions - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Contract Amendments for PD 10-11.080, Design Services for Project #1 Quintette Road & Project #2 Well Line Road Extensions, which were approved by the Board of County Commissioners on January 19, 2012:

A. Approve Amendment #1 to the Agreement for Project #1, awarded to Fabre Engineering, Inc., dba Fabre Engineering & Surveying be revised as follows:

1. Section 1.6 is amended to read as follows:

1.6 ~~NOT TO EXCEED LUMP SUM~~ COMPENSATION: ~~Not to exceed computation~~ Lump sum compensation refers to the method of payment under this Agreement for the professional services of the Consultant.

2. Section 5.1 is amended to read as follows:

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A ~~not to exceed lump~~ sum amount of

B. Approve Amendment #1 to the Agreement for Project #2, awarded to Atkins North America, Inc., be revised as follows:

1. Section 1.6 is amended to read as follows:

1.6 ~~NOT TO EXCEED~~ LUMP SUM COMPENSATION: ~~Not to exceed computation~~  
Lump sum compensation refers to the method of payment under this Agreement for the professional services of the Consultant.

2. Section 5.1 is amended to read as follows:

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A ~~not to exceed~~ lump sum amount of

**BACKGROUND:**

Request for Letters of Interest, PD 10-11.080, Design Services for Project #1 Quintette Road & Project #2 Well Line Road Extensions were publicly noticed on Monday, September 26, 2011 to 117 known firms. Responses were received from 10 firms on Tuesday, October 11, 2011.

**BUDGETARY IMPACT:**

BCC Approved January 19, 2012

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Amendment #1 to the Agreements prepared by Kristin Hual, Assistant County Attorney

**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:**

N/A

---

**Attachments**

Amendment #1 Fabre Engineering

Amendment #1 Atkins North America



**AMENDMENT #1 TO THE AGREEMENT BETWEEN FABRE ENGINEERING, INC. dba FABRE ENGINEERING & SURVEYING AND ESCAMBIA COUNTY, FLORIDA FOR CONSULTING SERVICES, PD 10-11.080**

**THIS IS THE FIRST AMENDMENT TO THE AGREEMENT** made and entered into on the 19th day of January, 2012, by and between Escambia County, Florida a political subdivision of the State of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32597-1591 (hereinafter referred to as the "Employer") and Fabre Engineering, Inc., dba Fabre Engineering & Surveying, a for-profit corporation authorized to transact business in the State of Florida, whose address is 119 Gregory Square, Pensacola, Florida 32502, and whose Federal tax identification number is 59-2135118 (hereinafter referred to as the "Consultant").

**WITNESSETH:**

**WHEREAS**, the Parties have agreed to revise certain terms relating to the performance of this Agreement, which necessitates certain amendments; and

**WHEREAS**, Section 9.10 (b) of that Agreement provides for amendment by written agreement of the parties.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises, covenants, hereinafter set forth, the Employer and the Consultant agree as follows:

1. That the Agreement between the Employer and Consultant, which was approved by the Board of County Commissioners on January 19, 2012, is hereby revised as follows:

A. Section 1.6 is amended to read as follows:

1.6 ~~NOT TO EXCEED~~ LUMP SUM COMPENSATION: ~~Not to exceed computation~~ Lump sum compensation refers to the method of payment under this Agreement for the professional services of the Consultant.

B. Section 5.1 is amended to read as follows:

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C", attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A ~~net-to-exceed~~ lump sum amount of

- (a) \$356,238.65 for Phase I Conceptual 30% Design of the new roadway from Highway 29 to Jack's Branch Road; and
  - (b) Allow staff to proceed with negotiations for Phase II & III of the project including design services for existing portions of Quintette Road, subject to an appropriation of funding and approval by the Board of County Commissioners for this Project; and
  - (c) Subject to the appropriation of funding and approval by the Board of County Commissioners for this Project; and
  - (d) Final payment will be subject to approval by the Board of County Commissioners.
2. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
  3. That the effective date of this Amendment shall be on the date last executed by the Parties hereto.
  4. That this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**[The rest of this page intentionally left blank]**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Fabre Engineering, Inc., dba Fabre Engineering & Surveying, signing by and through its Chairman, duly authorized to execute same.

**COUNTY:**

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Charles R. "Randy" Oliver  
County Administrator

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 5/10/12

BCC Approved: \_\_\_\_\_

**CONSULTANT:**

Fabre Engineering, Inc., dba Fabre Engineering & Surveying, a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Frank J. Fabre, PE PSM Chairman, CEO

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**AMENDMENT #1 TO THE AGREEMENT BETWEEN ATKINS NORTH AMERICA, INC., AND ESCAMBIA COUNTY, FLORIDA FOR CONSULTING SERVICES, PD 10-11.080**

**THIS IS THE FIRST AMENDMENT TO THE AGREEMENT** made and entered into on the 19th day of January, 2012, by and between Escambia County, Florida a political subdivision of the State of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32597-1591 (hereinafter referred to as the "Employer") and Atkins North America, Inc, a for-profit corporation authorized to transact business in the State of Florida, whose address is 2114 Airport Boulevard, Suite 1450, Pensacola, Florida 32504, and whose Federal tax identification number is 59-0896138 (hereinafter referred to as the "Consultant").

**WITNESSETH:**

**WHEREAS**, the Parties have agreed to revise certain terms relating to the performance of this Agreement, which necessitates certain amendments; and

**WHEREAS**, Section 9.10 (b) of that Agreement provides for amendment by written agreement of the parties.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises, covenants, hereinafter set forth, the Employer and the Consultant agree as follows:

1. That the Agreement between the Employer and Consultant, which was approved by the Board of County Commissioners on January 19, 2012, is hereby revised as follows:

A. Section 1.6 is amended to read as follows:

1.6 ~~NOT TO EXCEED LUMP SUM COMPENSATION:~~ ~~Not to exceed computation~~ Lump sum compensation refers to the method of payment under this Agreement for the professional services of the Consultant.

B. Section 5.1 is amended to read as follows:

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C", attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A ~~not to exceed~~ lump sum amount of

- (a) \$588,131.00 for Phase I 60% Design of the new roadway from Brookhills Drive to Jack's Branch Road; and
  - (b) Allow staff to proceed with negotiations for Phase IB from Highway 29 to Brookhills Drive, subject to an appropriation of funding and approval by the Board of County Commissioners; and
  - (c) Allow staff to proceed with negotiations for Phase II from Highway 29 to Jack's Branch Road; and
  - (d) Subject to an appropriation of funding and approval by the Board of County Commissioners.
2. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
  3. That the effective date of this Amendment shall be on the date last executed by the Parties hereto.
  4. That this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**[The rest of this page intentionally left blank]**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Atkins North America, Inc., signing by and through its Vice President, duly authorized to execute same.

**COUNTY:**

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Charles R. "Randy" Oliver  
County Administrator

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: Justin Hud

Title: HCA

Date: 5/10/12

**CONSULTANT:**

Atkins North America, Inc, a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Jeff C. Helms, PE/VP/Sr. Practice Mgr

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_



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

**AI-2614**

**County Administrator's Report 12. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 05/17/2012

**Issue:** Escambia River Muzzle Loaders' Lease of County Property

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

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Escambia River Muzzle Loaders' Lease of County Property - Charles R. "Randy" Oliver, County Administrator

That the Board discuss Deed restrictions to be placed in the deeded conveyance of property to the Escambia River Muzzle Loaders (ERML) for the property the ERML currently leases from the County.

**BACKGROUND:**

The Escambia River Muzzle Loaders' Lease of County property was scheduled to be discussed at the May 10, 2012, Committee of the Whole. Due to time constraints this issue was referred to the May 17, 2012, Regular BCC Meeting.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Escambia River Muzzle Loaders

# Restrictive Covenants



**ESCAMBIA MUZZLE LOADER SHOOTING RANGE  
2009 PHOTOGRAPHY**





# Restrictive Covenants

- **Operating Days:**

The range will be closed on Mondays unless it's a Federal Holiday.

The range will be closed on Thanksgiving, Christmas, and Easter Sunday.



# Restrictive Covenants

- **Hours of Operation:**

April 1<sup>st</sup> through September 30<sup>th</sup> - 8:00 a.m. until 30 minutes before sundown or 8:00 p.m. whichever is earlier.

October 1<sup>st</sup> through March 31<sup>st</sup> – 8:00 a.m. until 4:30 p.m.



# Restrictive Covenants

- **Range Officer:**

ERML must have a Certified NRA Range Officer present during hours of operation.



# Restrictive Covenants

- **Firing Lanes:**

All range orientations shall remain unchanged (i.e., must shoot North), however, ERML may add one range to the West and double one range on the East for pistols providing all shooting occurs in the current direction.



# Restrictive Covenants

- **Overnight Camping:**

ERML may have up to two (2) security personnel prior to and during major events that can stay overnight on the property. Any number of security personnel are permitted during the daytime hours of an event.



# Restrictive Covenants

- **Lighting:**

Lighting in covered shooting areas for the shooters and on the American flag only. Security lighting is permitted subject to the approval of the seller.

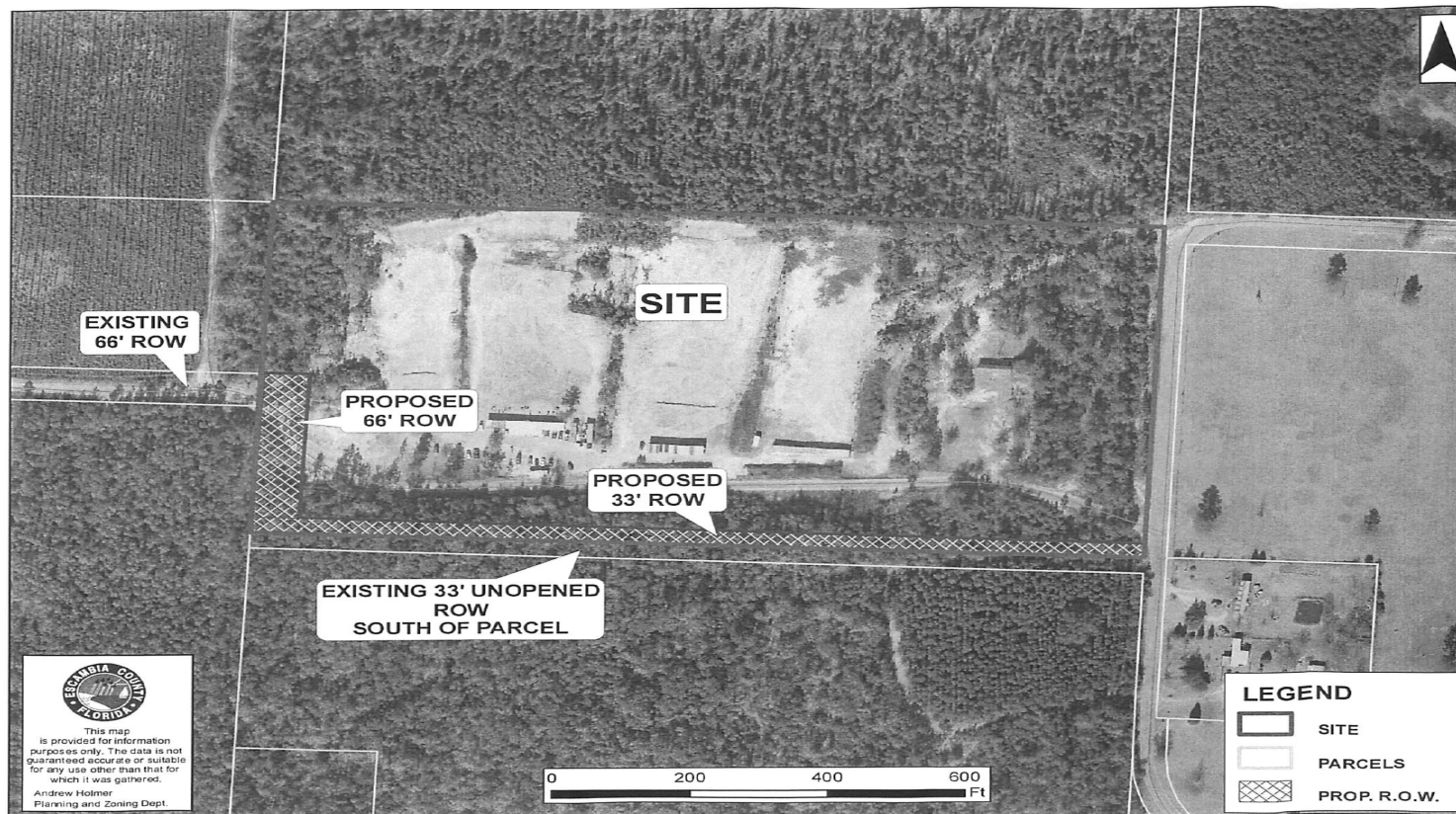


# Restrictive Covenants

- **Road Right-of-Way**

**ERML must open and improve the right-of-way as approved by the DRC Final Determination dated January 5, 2011. The site plan is attached.**

# Restrictive Covenants







# Restrictive Covenants

- **Berms and Buffers:**

Perimeter berms to be installed as described in Exhibit “B” of the 2009 Lease Agreement:

28’ on the North berm – Cross Section CC

18’ on East berm – Cross Section BB

30’ on West berm – Cross Section DD

Must be completed within one year of execution of the deed or property reverts to the County.



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

**AI-2538**

**County Attorney's Report 12. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 05/17/2012

**Issue:** Conflict Waiver for the Law Firm of Clark, Partington, Hart, Larry, Bond & Stackhouse

**From:** Alison P. Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning a Conflict Waiver for the Law Firm of Clark, Partington, Hart, Larry, Bond & Stackhouse

That the Board take the following action:

A. Authorize a conflict waiver for the Law Firm of Clark, Partington, Hart, Larry, Bond & Stackhouse to allow the firm to provide foreclosure services to the County.

B. Authorize the County Attorney to prepare and transmit a letter to Attorney Scott Remington with the Law Firm of Clark, Partington, Hart, Larry, Bond & Stackhouse that confirms the Board's conflict waiver.

**BACKGROUND:**

County staff needs to retain new outside counsel to provide foreclosure services as the current outside counsel providing this service has not met with our satisfaction. The liens typically foreclosed include code enforcement and nuisance abatement liens. As the Clark, Partington, Hart, et al. firm occasionally has matters pending against the County, it is necessary that the Board waive any conflict that may arise if they provide foreclosure services to the County.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---



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

**AI-2610**

**County Attorney's Report 12. 2.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 05/17/2012

**Issue:** City of Gulf Breeze's Acceptance of the Escambia County's Non-Exclusive Natural Gas Franchise Rights to Santa Rosa Island

**From:** Alison P. Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the City of Gulf Breeze's Acceptance of the Escambia County's Non-Exclusive Natural Gas Franchise Rights to Santa Rosa Island

That the Board take the following action:

A. Accept the attached letter from the City of Gulf Breeze; and

B. Acknowledge that the City of Gulf Breeze will file the letter with the Department of State in order to memorialize the City's acceptance of the Escambia County's Non-Exclusive Natural Gas Franchise Rights to Santa Rosa Island pursuant to Section 8 of Escambia County Ordinance 2012-7.

**BACKGROUND:**

The City of Gulf Breeze and the City of Pensacola continue to negotiate the potential assignment of Escambia County's natural gas franchise rights regarding Santa Rosa Island. On March 15, 2012 the Board of County Commissioners adopted Ordinance 2012-7 and gave the City of Gulf Breeze sixty days to accept non-exclusive natural gas franchise rights to Santa Rosa Island. That time period expired on Monday, May 14, 2012. Thus, the City of Gulf Breeze wishes to accept the non-exclusive rights under the Ordinance, at least until such time as an agreement is reached between the City of Gulf Breeze and the City of Pensacola.

**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**

Letter from City of Gulf Breeze dated May 9, 2012

Ordinance 2012-7

May 9, 2012

**VIA HAND DELIVERY**


Ernie Lee Magaha, Clerk of Court  
Escambia County, Florida  
190 Governmental Center  
Pensacola, Florida 32502

RE: Acceptance of Escambia County Ordinance No. 2012-7  
Our File No.: G1001-248

Dear Mr. Magaha:

Please find enclosed along herewith a copy of a letter from Beverly Zimmern, Mayor of the City of Gulf Breeze, to Wilson Robertson, Chairman, Escambia County Board of County Commissioners, formally accepting Escambia County Ordinance No. 2012-7. We are providing the enclosed letter of acceptance to you in accordance with the provisions of Section 8 of Ordinance No. 2012-7.

Sincerely,



Matt E. Dannheisser  
For the Firm

MED:sdl  
Enclosure

cc: Randy Oliver, County Administrator  
Alison P. Rogers, County Attorney  
Ryan E. Ross, Assistant County Attorney  
Edwin A. Eddy, City Manager



# City of Gulf Breeze

OFFICE OF THE MAYOR

May 8, 2012

Wilson B. Robertson, Chairman  
Board of County Commissioners  
Escambia County, Florida  
221 Palafox Place, Suite 400  
Pensacola, Florida 32502

RE: Acceptance of Escambia County Ordinance No. 2012-7

Dear Chairman Robertson:

On March 15, 2012, your Board of County Commissioners enacted Escambia County Ordinance No. 2012-7 in which it conferred certain franchise rights and privileges unto the City of Gulf Breeze to provide natural gas utility service to those portions of Santa Rosa Island which exist within the unincorporated areas of Escambia County. The Ordinance was filed with the Florida Department of State on March 20, 2012. Section 8 of the Ordinance provides that as a condition precedent to it taking effect, the City of Gulf Breeze shall file its acceptance thereof with the Escambia County Clerk of the Court within sixty days after its enactment and filing with the Department of State.

I am pleased to advise that at its meeting on May 7, 2012, the Gulf Breeze City Council formally accepted Escambia County Ordinance No. 2012-7 to the extent that your Board of County Commissioners had the authority to confer the rights, privileges, and benefits contemplated therein. By copy of this letter to the Escambia County Clerk of Court, the City of Gulf Breeze is hereby filing with his office this acceptance of Escambia County Ordinance No. 2012-7. We appreciate the opportunity to provide natural gas utility service to the residents, businesses, and general public at Pensacola Beach.


This is to further advise that the staffs of the City of Gulf Breeze and the City of Pensacola have been working diligently in regards to an agreement providing for an assignment by the City of Pensacola unto the City of Gulf Breeze of the franchise rights and other matters contemplated in Escambia County Ordinance No. 95-7. It is my understanding that the staffs of each municipality believe that they are very close to reaching an agreement and, therefore, I anticipate the City Councils of each municipality approving that agreement in the near future. Once that agreement has

Wilson B. Robertson, Chairman  
May 8, 2012  
Page 2

been approved by both City Councils, the agreement and the assignment of franchise rights contemplated therein will be submitted to the Escambia County Board of County Commissioners for its consideration and approval in accordance with the procedures set forth in the Escambia County Code of Ordinances.

Thank you for your attention to and consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Beverly H. Zimmern". The signature is written in black ink and is positioned above the printed name of the signatory.

Beverly H. Zimmern, Mayor

BHZ:lg

cc: Ernie Lee Magaha, Escambia County Clerk of Court  
Gulf Breeze City Councilmembers  
Edwin A. Eddy, City Manager  
Matt E. Dannheisser, City Attorney  
Randy Oliver, County Administrator  
Alison P. Rogers, County Attorney  
Ryan E. Ross, Assistant County Attorney



ORDINANCE NO. 2012- 7

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, GRANTING THE CITY OF GULF BREEZE, FLORIDA, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM ON THE PORTION OF SANTA ROSA ISLAND LOCATED IN ESCAMBIA COUNTY, FLORIDA; ESTABLISHING A FRANCHISE FEE; REQUIRING INDEMNIFICATION; GRANTING ACCESS TO ESCAMBIA COUNTY RIGHTS-OF-WAY; PROVIDING FOR MODIFICATION AND TERMINATION; IDENTIFYING CONSIDERATION; REQUIRING ACCEPTANCE BY THE CITY OF GULF BREEZE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 57-1313, Laws of Florida, and Chapter 98, Article II, Escambia County Code of Ordinances, the Escambia County Board of County Commissioners has the authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas services, in the unincorporated areas of Escambia County; and

**WHEREAS**, the Board seeks to ensure the availability of natural gas services on that portion of Santa Rosa Island located in the unincorporated area of Escambia County; and

**WHEREAS**, since 1960, the Board has adopted ordinances and an interlocal agreement with the City of Pensacola, Florida, that awarded the City of Pensacola a franchise to provide natural gas services to the unincorporated area of Escambia County; and

**WHEREAS**, since 1960, the City of Pensacola has not constructed, operated, or maintained any natural gas services to that portion of Santa Rosa Island located in the

Verified By: d. MacArthur

Date: 3/19/12

unincorporated area of Escambia County, and is presently unable to promptly and efficiently provide natural gas services to Santa Rosa Island; and

**WHEREAS**, the Board finds that the City of Gulf Breeze is presently qualified and able to promptly and efficiently construct, maintain, and operate such natural gas services, and is therefore in the best position to provide the needed natural gas service to Santa Rosa Island; and

**WHEREAS**, the Board accordingly shall award a non-exclusive franchise to the City of Gulf Breeze, Florida, for the construction, maintenance, and operation of natural gas services on that portion of Santa Rosa Island located in the unincorporated area of Escambia County until such time as the City of Pensacola is capable of immediately providing such services to the same area; and

**WHEREAS**, because this franchise shall expeditiously expand the scope of natural gas services to include Santa Rosa Island, the Board finds that it advances the public health, safety, and welfare.

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

**SECTION 1. LEGISLATIVE FINDINGS.**

The aforementioned recitals are hereby incorporated into this ordinance as legislative findings rendered by the Board of County Commissioners in support of this ordinance.

**SECTION 2. FRANCHISE FOR NATURAL GAS SERVICES TO SANTA ROSA ISLAND.**

Escambia County, Florida, a political subdivision of the State of Florida (“Grantor”), does hereby grant to the City of Gulf Breeze, a municipal corporation, its

successors and assigns (“Grantee”), the right, privilege, license, permit, franchise, and easement for the construction, maintenance, repair, operation, distribution, transmission, and removal of natural gas utility services, including selling gas to Grantor, its inhabitants and the public generally for domestic, commercial, and industrial uses and for any and all other purposes for which gas, during the period of this grant, may be used together with the right to enter upon all public streets and ways and properties of said Grantor within the franchise service area for the purpose of installing, operating, removing, repairing, and relocating a system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, appurtenances, facilities or equipment and doing all other acts authorized hereby.

For the purpose of this franchise, the “franchise service area” shall be limited solely to that portion of Santa Rosa Island located within the unincorporated area of Escambia County, Florida, and as more particularly described in Exhibit “A” to this ordinance, which is hereby attached and incorporated to describe the franchise service area.

This franchise, including all rights, privileges, authorities, license, permit, and easements accompanying the same and being granted hereby, is hereby granted and shall continue in full force and effect for a term of ten years, and pursuant thereto, the Grantee shall operate and conduct the gas distribution system in the franchise service area in such manner as the Grantee in its sole discretion shall determine from time to time without regulation by Grantor. This franchise may be renewed at the mutual agreement of the parties for an additional ten year period.

Grantee shall provide proof of insurance in the amount and scope identified by Grantor's Risk Management Division prior to commencement of operation.

**SECTION 3.           FRANCHISE FEE.**

Grantor does hereby impose, levy, and assess a franchise fee to be collected by Grantee equal to five percent (5.0%) of Grantee's gross revenues collected monthly from gas sold to its customers located within the franchise service area. The franchise fee shall be remitted by Grantee to Grantor monthly in arrears for gas delivered on or after March 15, 2012. Such remittance shall occur within thirty (30) days after the first day of the month for franchise fees collected during the preceding month.

Grantor may increase the franchise fee to six percent (6.0%) of Grantee's monthly gross revenues if the governing body for Grantor raises the franchise fee for any other utility servicing the unincorporated area of Escambia County.

**SECTION 4.           INDEMNIFICATION.**

Grantor hereby agrees to indemnify and hold harmless Grantee, its officers, agents, and employees from any liability, loss, or damage Grantee may suffer as a result of any claims, demands, costs, or judgments against it, whether arising out of legal, equitable, or administrative proceedings as a result of Grantee's collection of the franchise fee mandated by this ordinance. Grantor further agrees to provide a legal defense for Grantee and defend it, its officers, agents, and employees with respect to its collection of the franchise fee, including, but not limited to, the remittance of any franchise fee to Grantor.

Grantor shall not be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities or

apparatus hereunder and the acceptance of this ordinance shall be deemed an agreement, to the extent permitted by law, on the part of Grantee to indemnify Grantor and hold it harmless against any and all liability , loss, cost, damage, or expense, which may accrue to Grantor in the construction, operation, or maintenance of its facilities hereunder.

**SECTION 5.            ACCESS OVER ESCAMBIA COUNTY RIGHTS-OF WAY.**

Grantee's facilities for the provision of natural gas services shall be so located or relocated and so erected as to interfere as little as possible with traffic over Grantor's rights-of-way, including streets, alleys, bridges, and public places within the franchise service area, and with reasonable egress from and ingress to abutting property.

Grantee further agrees to prevent the creation of any obstructions or conditions in exercise of this franchise that is or may become dangerous to the traveling public.

Grantee shall repair any damage or injury to the road or highway by reason of the exercise of the privileges granted by this franchise and shall repair any road, highway, easement, or other right-of-way promptly, restoring such road, highway, easement, or other right-of-way to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.

The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body for Grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a right-of-way is excavated by Grantee for the purpose of locating, relocating, repairing, or removing any of its facilities, including, but not limited to, any system of works, pipes, pipelines, and all

necessary apparatus, machinery, structures, and appurtenances, Grantee shall, at its expense, replace the portion of the excavated right-of-way within a reasonable time and as early as practicable after such excavation.

Nothing herein shall be construed to make Grantor liable to Grantee for any cost or expense in connection with the construction, reconstruction, repair, or relocation of Grantee's works, pipes, pipelines, and any and all necessary apparatus, machinery, structures, and appurtenances thereto made necessary in Grantor's rights-of-way by the widening, grading, paving, or otherwise improving by Grantor of any of the present and future rights-of-way used or occupied by Grantee, except, however, Grantee shall be entitled to reimbursement of its costs as may be provided by law.

For the purpose of this agreement, Grantor's rights-of-way include any present and future streets, avenues, alleys, highways, bridges, easements, and other public places located within the franchise service area.

**SECTION 6.            MODIFICATION AND TERMINATION OF FRANCHISE.**

**A. Modification of franchise.** This franchise may be amended or modified by written agreement of the parties hereto. Any written agreement to amend or modify this franchise must be adopted by a majority vote of the governing bodies for Grantor and Grantee.

**B. Termination of franchise.** Grantor may terminate this franchise upon the failure of Grantee to comply with any of the provisions, terms, or requirements of this franchise, or otherwise upon Grantee's failure to provide natural gas services within a reasonable time from the grant of this franchise. In order to terminate the franchise,

Grantor shall follow the procedures established by Chapter 98, Article II, Section 98-33(8), Escambia County Code of Ordinances.

**SECTION 7.            CONSIDERATION.**

Consideration for this grant of franchise are the mutual covenants, conditions, and privileges provided herein, including, but not limited to, Grantor's authorization of Grantee's access to Grantor's right-of-ways within the franchise service area and expenditures made by Grantee thereon, Grantee's collection and remittance of franchise fees to Grantor, and the benefits to be enjoyed by residents, occupants, and visitors of the franchise service area.

**SECTION 8.            ACCEPTANCE BY CITY OF GULF BREEZE.**

As a condition precedent to this ordinance taking effect, Grantee shall file its acceptance hereof with the Escambia County Clerk of Court within sixty (60) days after adoption by majority vote of the governing body of Grantee and filing with the Department of State as required by law, and thereupon this ordinance shall take effect upon receipt of official acknowledgement that this ordinance has been filed with that office. This ordinance and Grantee's acceptance of it shall be filed in as an interlocal agreement with the Escambia County Clerk of Court.

**SECTION 9.            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 10.      EFFECTIVE DATE.**

This ordinance shall become effective upon the filing of it and Grantee's acceptance with the Department of State and the Escambia County Clerk of Court.

DONE AND ENACTED this 15th day of March, 2012.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By Wilson B. Robertson  
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Date Executed

3/19/2012

Ernie Lee Magaha  
Deputy Clerk



This document approved as to form and legal sufficiency

By [Signature]  
Title ASST. COUNTY ATTORNEY  
Date MARCH 19, 2012

(SEAL)

ENACTED: March 15, 2012

FILED WITH DEPARTMENT OF STATE: March 20, 2012

EFFECTIVE: See Sections 8 and 10





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

**AI-2537**

**County Attorney's Report 12. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 05/17/2012

**Issue:** Forrest Gibbs v. Grover Robinson, IV; Marie Young; Kevin White - Case No.: 2011 CA 002539

**From:** Alison P. Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Discussion Concerning *Forrest Gibbs v. Grover Robinson, IV; Marie Young; and Kevin White - Case No. 2011 CA 002539*

On April 30, 2012, Circuit Court Judge Linda Nobles entered the attached order in the case of *Forrest Gibbs v. Grover Robinson, IV; Marie Young; and Kevin White*. The County Attorney's Office must withdraw from any further representation in the matter.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Order

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

CASE NO. 2011 CA 002539  
Division "C"

FORREST GIBBS,  
Plaintiff,

v.

GROVER ROBINSON, IV;  
MARIE YOUNG; and KEVIN WHITE,  
Defendants.

ERNEST LEE HARRIS  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2012 APR 30 P 2:47  
OFFICE OF THE CLERK  
FIRST JUDICIAL CIRCUIT

ORDER DENYING DEFENDANTS' MOTION TO DISMISS, DENYING AS  
MOOT PLAINTIFF'S MOTION TO STRIKE, AND DENYING AS MOOT  
PLAINTIFF'S MOTION TO DISQUALIFY

THIS CAUSE came before the Court on the Defendants, GROVER ROBINSON, IV; MARIE YOUNG; and KEVIN WHITE's Motion to Dismiss (directed to the Complaint), and the Plaintiff, FORREST GIBBS', Motion to Strike (directed to the Motion to Dismiss) and Motion to Disqualify (directed to the participation of present counsel for the Defendants, and other attorney-employees of the Escambia County Attorney's Office).

On the day of the hearing, the Plaintiff personally appeared before the Court, accompanied by his counsel of record, Gregory D. Smith, Esquire. The Defendants appeared through their counsel of record, Charles V. Pepler, Deputy County Attorney.

Case: 2011 CA 002539

FILED 2012 APR 30 2 47 PM  
00087312828

Dkt: CA1071 Pg#: 3

The Court has reviewed the subject Motions (as previously identified herein), reviewed the Court file generally, heard the arguments of counsel, and reviewed the various written memoranda filed in support of or in opposition to the various motions set forth above.

In connection with the Motion to Dismiss, the Court finds that the Complaint does state a cause of action. The Court further finds that in connection with its consideration of the subject Motion to Dismiss, that it is obligated to limit its review to only the matters contained within the "four corners" of the Complaint, and that it is further obligated to accept the well-pleaded facts of the Complaint as true for the purpose of ruling upon the Motion to Dismiss.

With respect to the Motion to Disqualify, the Court has heard the representations of the Defendants' counsel that in the event that the Motion to Dismiss is denied, that it will be necessary for the Defendants' counsel (and the other attorneys employed by his office) to withdraw from further representation of the Defendants in this matter (at which time, the Defendants will then be required to seek other counsel).

Accordingly, the Court being otherwise fully advised in the premises hereof, it is

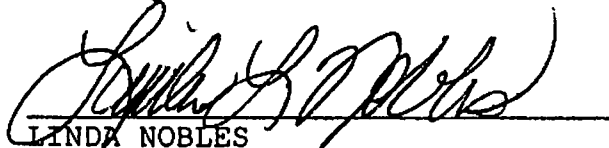
ORDERED AND ADJUDGED as follows:

1. The Motion to Dismiss (directed to the Complaint) be, and the same hereby is, DENIED. Upon the retention of new counsel for the Defendants, it will be necessary for them to file an Answer to the Complaint in due course.

2. In consideration of the ruling noted above, the Motion to Strike (directed to the Motion to Dismiss) be, and the same hereby is, DENIED AS MOOT.

3. In consideration of the acknowledgment made by counsel for the Defendants regarding the continued participation by himself and the other attorneys in the County Attorney's Office in this matter, the Motion to Disqualify be, and the same hereby is, DENIED AS MOOT, WITHOUT PREJUDICE. The Defendants will seek new counsel forthwith, who shall enter his, her, or their appearance within sixty (60) days from the date of this Order.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida on this 30<sup>th</sup> day of April, 2012.

  
LINDA NOBLES  
Circuit Judge

5/10/12  
MM

Copies furnished to:

- ✓ Gregory D. Smith, Esquire
- ✓ Charles V. Peppler, Deputy County Attorney



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

**AI-2541**

**County Attorney's Report 12. 1.**

**BCC Regular Meeting**

**Information**

**Meeting Date:** 05/17/2012

**Issue:** Attorney General's Opinion 2012-14

**From:** Alison P. Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Attorney General's Opinion 2012-014:

That the Board accept the attached information concerning the Attorney General's Opinion 2012-14.

**BACKGROUND:**

At its February 9, 2012 Committee of the Whole Workshop, the Board directed the County Attorney to seek an opinion from the Attorney General's Office concerning whether the County's code enforcement officers, employed pursuant to ch. 162, Fla. Stat., may openly carry firearms in furtherance of their duties. As a result, the Attorney General's Office rendered the attached AGO 2012-14.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

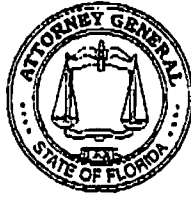
**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

AGO 2012-14



COUNTY ATTORNEYS  
OFFICE

2012 APR 25 PM 1 19

RECEIVED

STATE OF FLORIDA

PAM BONDI  
ATTORNEY GENERAL

April 25, 2012

12-14

Ms. Alison P. Rogers  
Escambia County Attorney  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

Dear Ms. Rogers:

You ask the following questions:

1. May Escambia County authorize its code enforcement officers acting pursuant to Chapter 162, Florida Statutes, to openly carry firearms in the scope of their employment?
2. If so, is permission of the sheriff also required?
3. If a code enforcement officer has been trained and registered as a law enforcement officer in the county's "Original Agency Identifier" account, may the county employ them with all the entitlements of a law enforcement officer under Florida law?

In sum:

1. A code enforcement officer is not authorized to carry a firearm within the scope of his or her employment. Should a code enforcement officer also be certified as a law enforcement officer, the carrying of a firearm would be attendant to the individual's status as a law enforcement officer, not as a code enforcement officer.
2. In light of the answer to your first question, no further comment is necessary.
3. A law enforcement officer employed as a code enforcement officer is not acting as a law enforcement officer and would not, therefore, be entitled to the benefits extended to law enforcement officers under Florida Law.

In light of the interrelated nature of your questions, they will be addressed together.

You state that Escambia County is a non-charter county. The Escambia County Board of County Commissioners has a code enforcement division which employs several officers who enforce the county code and provide environmental code enforcement within the unincorporated portion of the county. The county has adopted the procedures in Chapter 162, Florida Statutes, for the enforcement of its code and employs a special magistrate to hear code enforcement cases. The code enforcement officers do not carry firearms at this time, but due to safety concerns, the board wishes to investigate the ability of such officers to do so.<sup>1</sup> According to your letter, the county uses the provisions of Chapter 162, Florida Statutes, particularly sections 162.21-162.30 to enforce its code provisions.

Chapter 162, Part I, Florida Statutes, authorizes cities and counties by ordinance to create code enforcement boards for the enforcement of their local codes.<sup>2</sup> The provisions in that part, however, are a supplemental means of obtaining compliance with local codes and "[n]othing contained in ss. 162.01-162.12 shall prohibit a local governing body from enforcing its codes by any other means."<sup>3</sup> The chapter contemplates a procedure for the enforcement of local codes and ordinances through the imposition of administrative fine and other *noncriminal* penalties.<sup>4</sup>

A "code inspector" is defined as "any authorized agent or employee of the county or municipality whose duty it is to assure code compliance."<sup>5</sup> It is the duty of the code inspector to initiate enforcement proceedings before the code enforcement board.<sup>6</sup> The code inspector notifies a violator of a violation and gives him a reasonable time to correct it. If the violation continues, the inspector notifies the code enforcement board and requests a hearing. The remainder of the enforcement procedure is carried out by the code enforcement board.<sup>7</sup>

Chapter 162, Part II, Florida Statutes, sets forth further procedures for the enforcement of county or municipal codes. Section 162.21(2), Florida Statutes, provides:

A county or a municipality may designate certain of its employees or agents as code enforcement officers. The training and qualifications of

---

<sup>1</sup> You indicate that previously some of the county's code enforcement officers were deputized by the sheriff and were certified law enforcement officers; however, the sheriff revoked the deputy privileges, but the officers continue to maintain their law enforcement training.

<sup>2</sup> See s. 162.03, Fla. Stat.

<sup>3</sup> Section 162.13, Fla. Stat.

<sup>4</sup> See s. 162.02, Fla. Stat.

<sup>5</sup> Section 162.04(2), Fla. Stat.

<sup>6</sup> Section 162.06(1), Fla. Stat.

<sup>7</sup> Sections 162.06-162.08, Fla. Stat.

the employees or agents for such designation shall be determined by the county or municipality. Employees or agents who may be designated as code enforcement officers may include, but are not limited to, code inspectors, *law enforcement officers*, animal control officers, or firesafety inspectors. Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of ss. 943.085-943.255. . . . (e.s.)

The inclusion of law enforcement officers in the list of employees or agents who may be appointed as code enforcement officers indicates that there is a distinction between the positions.<sup>8</sup> Furthermore, the statute makes it clear that designation as a code enforcement officer does not provide such individual with the power of arrest or subject him or her to the requirements of the Criminal Justice Standards and Training Commission.<sup>9</sup>

While this office does not interpret local codes and ordinances, I would note that the Escambia County Code of Ordinances states that a "[c]ode enforcement officer means any designated employee or agent of the county whose duty it is to enforce codes through the issuance of citations as provided in F.S. ch. 162, pt. II."<sup>10</sup>

As you have indicated, certain code enforcement officers employed by the county possess the qualifications for a law enforcement officer pursuant to section 943.13, Florida Statutes, however, it would appear that the job which they perform is enforcement of the county's code, the violation of which is a civil infraction subject to a civil penalty.<sup>11</sup> This office has recognized that a law enforcement officer is

---

<sup>8</sup> See *City of North Miami v. Miami Herald Publishing Co.*, 468 So. 2d 218, 220 (Fla. 1985) (in construing legislation, it is not assumed that the Legislature acted pointlessly or enacted useless legislation).

<sup>9</sup> Section 162.21(2), Fla. Stat.

<sup>10</sup> Section 30-4, Escambia County Code of Ordinances.

<sup>11</sup> See s. 30-64, Escambia County of Ordinances, Enforcement by citation, providing:

The county code or any ordinance may be enforced using the citation procedure. When the citation procedure is used to enforce county codes and ordinances, the following will apply:

- (1) A violation of the code or ordinance is deemed a *civil infraction*.
- (2) A maximum *civil penalty* not to exceed \$500.00 may be imposed.
- (3) A *civil penalty* of less than the maximum civil penalty established by the board of county commissioners may be imposed if the person who has committed the civil infraction does not contest the citation.
- (4) A citation may be issued by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or ordinance.
- (5) A citation may be contested in county court.
- (6) Such procedures and provisions as are necessary to enforce county codes and ordinances. (e.s.)



distinguishable from a code enforcement officer since the law enforcement officer is enforcing the criminal laws of this state.<sup>12</sup>

In Attorney General Opinion 97-12, this office was asked whether a city's designation of one of its police officers to also serve as a code enforcement officer authorized the officer to carry firearms and make arrests as a code enforcement officer. While municipalities do not have home rule powers to grant non-law enforcement personnel the power to make arrests, carry firearms, and conduct searches and seizures,<sup>13</sup> the opinion recognized that code enforcement statutes do not prevent a law enforcement officer designated as a code enforcement officer from exercising his or her authority as a law enforcement officer. The opinion noted that if the police officer, while carrying out duties of a code enforcement officer, observes an offense for which an arrest may be made, he or she may make such an arrest. However, since a code enforcement officer has no authority to carry firearms or to make arrests, the officer in making an arrest or carrying a firearm while carrying out code enforcement duties "was doing so as a municipal police officer" and not as a code enforcement officer.<sup>14</sup>

The courts of this state and this office have recognized that the Legislature has preempted the field of firearms regulation.<sup>15</sup> Any ordinance or regulation attempting to regulate firearms is stated to be null and void when enacted by jurisdictions other than the state or the federal government.<sup>16</sup> Thus, the lawful possession of a firearm by a particular officer or employee in performing his or her duties must be authorized by the Legislature.

---

<sup>12</sup> See Op. Att'y Gen. Fla. 94-40 (1994) (absent legislative authorization for code enforcement officers to possess law enforcement powers or allowing a municipality to delegate such powers to a non-law enforcement agent or employee, a municipality may not grant law enforcement powers to its code enforcement officers). See also s. 943.10(1), Fla. Stat., defining "[l]aw enforcement officer" as "any person who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with the authority to bear arms and make arrests; and whose *primary responsibility is the prevention and detection of crime* or the enforcement of the penal, criminal, traffic, or highway laws of the state." (e.s.)

<sup>13</sup> See Op. Att'y Gen. Fla. 81-38 (1981) (municipality has no home rule power to grant members of its fire department or its fire officials authority to serve summonses or criminal process, make arrests, carry firearms, and make searches and seizures, or make affidavits necessary to authorize arrests and searches and seizures, as a sheriff or his deputies may do, in connection with the enforcement of its fire prevention code or the enforcement of Ch. 633, Fla. Stat.). And see Op. Att'y Gen. Fla. 82-12 (1982) (power to create appointive office does not include power to vest officer with powers of a law enforcement officer).

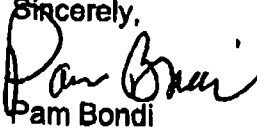
<sup>14</sup> See also Op. Att'y Gen. Fla. 94-40 (1994) (absent legislative authorization for code enforcement officers to possess law enforcement powers or allowing a municipality to delegate such powers to a non-law enforcement agent or employee, a municipality may not grant law enforcement powers to its code enforcement officers).

<sup>15</sup> See *Penelas v. Arms Technology, Inc.*, 778 So. 2d 1042 (Fla. 3d DCA 2011), review denied, 799 So. 2d 218 (Fla. 2001); *National Rifle Association of America, Inc. v. City of South Miami*, 812 So. 2d 504 (Fla. 3d DCA 2002); Ops. Att'y Gen. Fla. 11-20 (2011), 11-17 (2011), and 08-34 (2008).

<sup>16</sup> Section 790.33(2)(a), Fla. Stat.

In light of the foregoing discussion, it is clear that a law enforcement officer employed as a code enforcement officer is not acting as a law enforcement officer when he or she is carrying out the duties of the code enforcement officer. Furthermore, section 162.21(2), as noted above, clearly indicates that designation as a code enforcement officer does not entitle the individual to the benefits extended to law enforcement officers under Florida law. I would also note that the Legislature has not included code enforcement officers in those positions specified as "special risk class" under the Florida Retirement System.<sup>17</sup>

Accordingly, it is my opinion that a code enforcement officer is not authorized to carry a firearm within the scope of his or her employment nor participate in benefits extended to law enforcement officers under Florida law. However, a code enforcement officer who is a certified law enforcement officer, carries a firearm attendant to his or her status as a law enforcement officer, not as a code enforcement officer.

Sincerely,  
  
Pam Bondi  
Attorney General

PB/tals

---

<sup>17</sup> See s. 121.0515(3), Fla. Stat., designating law enforcement officers, firefighters, correctional officers, emergency medical technicians or paramedics, community-based correctional probation officers, select positions which require spending at least 75 percent of time performing duties involving contact with patients or inmates in a correctional or forensic facility or institution, youth custody officers, specified employees of the Department of Law Enforcement in the crime laboratory or the Division of State Fire Marshal in the forensic laboratory, and specified employees (and direct supervisors) of a local government law enforcement agency or medical examiner's office spending at least 65 percent of time performing duties involving the collection, examination, preservation, documentation, preparation, or analysis of human tissues or fluids or physical evidence having potential biological, chemical, or radiological hazard or contamination, or using chemicals, processes, or materials that may have carcinogenic or health-damaging properties in the analysis of such evidence.

However, subsection (4) of the statute provides a procedure for designating a position as "special risk" by the Florida Department of Management Services, when any member of the Florida Retirement System employed by a county, municipality, or special district feels that his or her position meets the criteria set forth for membership in the Special Risk Class; the individual requests the employer to submit an application to the department requesting "special risk" designation. If the employer agrees that the member meets the requirements for Special Risk Class membership, the employer must submit an application to the department on behalf of the employee containing a certification that the member meets the criteria for Special Risk Class membership set forth in s. 121.0515, Fla. Stat., and such other supporting documentation as may be required by administrative rule. The department shall, within 90 days, designate or refuse to designate the member as a special risk member. If the employer declines to submit the member's application to the department or if the department does not designate the member as a special risk member, the member or the employer may appeal to the State Retirement Commission, as provided in s. 121.23, Fla. Stat., for designation as a special risk member.



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

**AI-2611**

**County Attorney's Report 12. 2.**

**BCC Regular Meeting**

**Information**

**Meeting Date:** 05/17/2012

**Issue:** FTA Opinion on Beach Bum Trolley v. Escambia County Area Transit Complaint

**From:** Kristin D. Hual, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Beach Bum Trolley v. Escambia County Area Transit, FTA Docket No. 2007-0025, Complaint No. 11-04

That the Board recognize the attached Opinion filed on May 4, 2012, before the Federal Transit Administration, denying Complainant, Beach Bum Trolley's Complaint against Escambia County and Escambia County Area Transit.

**BACKGROUND:**

On September 12, 2011, Mr. Tom McKean of Beach Bum Trolley, LLC, filed a Notice of Charter Service Complaint with the Federal Transit Administration alleging that ECAT was providing unauthorized charter service to and from Pensacola Beach and failed to comply with certain provisions of the FTA Charter Service regulations as provided in 49 C.F.R. §604. The County filed an Answer to the Complaint on November 10, 2011, denying the allegations and further contending that the seasonal transit service to and from Pensacola Beach was part of ECAT's regular public transit service and, thereby, did not constitute unauthorized charter service so as to violate the FTA regulations.

After requesting additional information and clarification from the County, the FTA issued a Decision on May 4, 2012, finding that the County did not provide unauthorized charter service and ECAT's provision of seasonal transit service to and from Pensacola Beach was not in violation of the FTA Charter Service regulations. Therefore, the Complaint was denied.

**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**

FTA Opinion

BEFORE THE FEDERAL TRANSIT ADMINISTRATION

IN THE MATTER OF:

Beach Bum Trolley,	)	FTA Docket No. 2007-0025
	)	Complaint No. 11-04
v.	)	
	)	
Escambia County Area Transit,	)	
	)	
	)	

**DECISION**

This matter comes before the Federal Transit Administration (FTA) on a complaint filed by Beach Bum Trolley, LLC ("Complainant" or "Beach Bum Trolley") against Escambia County Area Transit, a county run transit authority in Pensacola, Florida ("Respondent" or "ECAT"). The Complainant alleges that Respondent provided unauthorized charter service to and from Pensacola Beach, Florida and failed to comply with notice procedures to registered private charter providers in accordance with the provisions of 49 C.F.R. § 604.14.

**PARTIES AND JURISDICTION**

Based on a review of the documents filed in the above-captioned and numbered case, the following facts relevant to the parties and jurisdiction are not in dispute:

1. Complainant is a private charter provider registered on FTA's Charter Registration website. Accordingly, pursuant to 49 C.F.R. § 604.27(a), Complainant has standing to file a complaint because it potentially could be affected by Respondent's alleged non-compliance with FTA's Charter Service regulation, 49 C.F.R. Part 604.

2. Respondent is a public transportation provider in Pensacola, Florida, and is a recipient of FTA financial assistance. Pursuant to 49 C.F.R. § 604.2(a), Respondent is subject to the requirements of FTA's Charter Service regulation, *supra*.

3. Pursuant to the procedural requirements of 49 C.F.R. § 604.27(b), the complaint specifically describes two instances of alleged non-compliance with FTA's Charter Service regulation by the Respondent. The first allegation states that Respondent failed to comply with the notification procedure to registered private charter providers as set forth in 49 C.F.R. § 604.14. The second allegation states that Respondent engaged in charter service to Santa Rosa Island that was not authorized under any of the exceptions in 49 C.F.R. Part 604, Subpart B.

4. As to Complainant's first allegation that the Respondent failed to comply with notification procedures in 49 C.F.R. § 604.14, the alleged actions of non-compliance occurred during the period of May 26, 2011 through August 23, 2011. 49 CFR § 604.27(b)(6) provides that complaints must be filed within ninety days after the alleged event giving rise to the complaint occurred. The complaint in this case was filed with FTA in the subject Charter Complaint Docket on September 12, 2011 -- more than ninety calendar days after some of the alleged events of non-compliance described in Complainants' first allegation.

Based on these facts, FTA finds that the Complainant has standing to file this charter complaint against the Respondent and that Respondent, as a recipient of FTA financial assistance, is subject to the provisions of FTA's Charter Service regulation at 49 C.F.R. Part 604. FTA further finds, however, that it does not have jurisdiction to review the allegations in the charter complaint that occurred prior to June 14, 2011 because those

actions occurred outside the regulatory ninety-day limitations period. The allegations relating to service provided after June 14, 2011 are timely, and therefore, FTA has jurisdiction to review the allegations in the charter complaint for that service.

### **STATEMENT OF FACTS**

The following facts have been summarized from the pleadings and supporting documents submitted by the parties, as well as from email correspondence between officials from ECAT and FTA.

Beach Bum Trolley, a registered charter provider based in Pensacola, Florida, filed a charter service complaint against ECAT on September 12, 2011. In its complaint, Beach Bum Trolley alleged that: 1) ECAT failed to comply with 49 C.F.R. § 604.14 because it failed to notify registered transit providers, including Beach Bum Trolley, of its intention to provide a seasonal service to the public on Pensacola Beach; and 2) the subject service provided by ECAT on Pensacola Beach is charter service pursuant to 49 C.F.R. Part 604. Beach Bum Trolley argued that the subject service was charter service for several reasons, including the fact that the service allegedly was requested by the Santa Rosa Island Authority (“SRIA”) from May 26, 2011 through August 23, 2011. In support of its argument, Beach Bum Trolley referenced an Interlocal Agreement between ECAT and SRIA, which provided that SRIA would reimburse ECAT for operating and administrative expenses related to the route. Further, Beach Bum Trolley alleged that ECAT did not in fact set the route and schedule for the service and that SRIA established and modified the service, as evidenced by a service map submitted as an attachment to its complaint. Beach Bum Trolley alleged that the service was not advertised on ECAT’s “Ride Guide” or its website, which listed all current routes. Finally, Beach Bum Trolley

alleged that because ECAT received reimbursement from SRIA for operating costs for the service, the seasonal beach trolley route amounted to charter service.

In its Response to the subject complaint, dated November 10, 2011, ECAT argued that it controlled the route, schedule, and service hours for the subject service, like all of the transit services provided in Escambia County. In support, ECAT referenced an August, 2011 FTA Advisory Opinion, issued pursuant to a request from ECAT regarding the subject service. This Advisory Opinion concluded that the service as described did not meet the characteristics of charter service, despite being subsidized by SRIA.

Via email, ECAT provided responses to questions submitted by FTA after receiving the instant complaint regarding the specifics of the service that would be characteristic of charter service, in particular, relating to how the service was advertised to the public. ECAT stated that the subject seasonal service typically was included on both the ECAT Ride Guide and the ECAT website, although due to an administrative error the route had been omitted in error from the 2011 Ride Guide.<sup>1</sup> Further, the seasonal service – which ECAT called the Beach Trolley – was one of three routes provided by ECAT that were free to the general public and all three routes (including the subject seasonal service) had regular schedules and bus stops. In addition, ECAT provided specific links on its website where the seasonal service was described and route maps and stops were listed, along with a notice regarding the availability of the service for the disabled. Further, ECAT stated that prior to the beginning of the seasonal service in

---

<sup>1</sup> Initially, in an email dated September 13, 2011, ECAT indicated the service was not included in the Ride Guide because it was seasonal service. Subsequently, in an email dated March 30, 2012, ECAT indicated it was an oversight by the Marketing Department and should have been included in the Ride Guide. Whether or not it is included in the Ride Guide is not a dispositive issue.



May, Beach Trolley information flyers were placed on all ECAT vehicles and in the Main Passenger Terminal, along with the listings on the website and in the Ride Guide.

### DISCUSSION

Complainant alleges that Respondent engaged in unauthorized charter service during the period from June 14, 2011 through August 23, 2011, when it provided a seasonal, fixed route service on Pensacola Beach seven days a week. Charter service is defined at 49 C.F.R. § 604.3(c)(1) as "[t]ransportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price." The definition provides several characteristics of "charter service," including that the service is not part of the transit provider's regularly scheduled service or is being offered for a limited period of time, or a third party determines the origin and destination of the trip as well as scheduling. 49 C.F.R. § 604.3(c)(1).

The facts reflect that in partnership with SRIA, Respondent provided a fixed route, seasonal service on Pensacola Beach, Florida, which was open to the public. *See* Exhibit B, page 3, to Complainant's Reply dated December 9, 2011. Respondent and SRIA entered into an Interlocal Agreement dated April 18, 2011, which provided that SRIA reimbursed Complainant for operating and administrative costs associated with this route. *See* Exhibit B, page 1, to Complainant's Charter Complaint dated September 12, 2011.

Additionally, there is a Charter Question and Answer that addresses this exact issue:

(15) Q: May a public transit agency provide "seasonal service" (e.g., service May through September for the summer beach season)?

A: "Seasonal service" that is regular and continuing, available to the public, and

controlled by the public transit agency meets the definition of public transportation and is not charter service. The service should have a regular schedule and be planned in the same manner as all the other routes, except that it is run only during the periods when there is sufficient demand to justify public transit service; for example, the winter ski season or summer beach season. "Seasonal service" is distinguishable from charter service provided for a special event or function that occurs on an irregular basis or for a limited duration, because the seasonal transit service is regular and continuing and the demand for service is not triggered by an event or function. In addition, "seasonal service" is generally more than a month or two, and the schedule is consistent from year to year, based on calendar or climate, rather than being scheduled around a specific event.

Fed. Reg. Vol. 73, No. 149, p. 44933 (August 1, 2008).

Respondent filed a request for an Advisory Opinion with the FTA on June 8, 2011, related to the subject service. See Exhibit C, page 1, to Respondent's Answer to Notice of Charter Service Complaint, dated November 10, 2011. In sum, FTA advised that the described service did not have the characteristics of charter service, even though it was subsidized by a third party, because it was controlled by Complainant, was on a regular schedule, and was open to members of the public. *Id.* at page 2. In its Complaint, Complainant included copies of all of Respondent's Routes. See Exhibit F, page 46, to Complainant's Charter Service Complaint dated September 12, 2011.

Complainant has not alleged any facts that affect the conclusions set forth in the FTA's Advisory Opinion. Applying the definition of "charter service" set forth in 49 C.F.R. § 604.3(c)(1), the subject service did not constitute charter service because it was not provided at the request of a third party, and was not exclusive, but was open to the public. Further, there is no evidence that it has features characteristic of charter service, as alleged by Complainant. Although the seasonal route is free, ECAT also had two other routes, for the University of West Florida Trolley Service and the Monday Jury Service, which were also free advertised routes, similar to the Beach Trolley Service. In addition, the subject Beach Trolley Service was advertised in several ways by ECAT,

contrary to Complainant's assertions. The subject seasonal route was advertised on the ECAT website, with a description of the route on the website home page, as well as a route map link, which also listed the University of West Florida Trolley Service route information. Further, information regarding the route was placed on ECAT transit vehicles and in the Main Passenger Terminal prior to the beginning of the service in May.


Based upon these facts, FTA finds that Respondent did not provide unauthorized charter service. Further, because the subject service did not meet the definition of charter service, ECAT was not required to provide notice to private providers as required by 49 C.F.R. § 604.14 in order to utilize an exception to the charter regulation.

#### **ORDER**

Based on the evidence reviewed and considered in this case, FTA issues the following order:

Complainant's allegations regarding unauthorized charter service and failure to provide notice to private charter providers by Respondent in connection with the service to and from Pensacola Beach, Florida are DENIED.

Dated this 4<sup>th</sup> day of May, 2012.

  
Dorval R. Carter, Jr.  
Chief Counsel