

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 – December 6, 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 – Pastor Rusty Branch, Dogwood Park Baptist Church.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

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

A. Adopt the Proclamation commending and congratulating the Pensacola Community Arts and Recreation Association for 25 years of service and dedication to the youths of our community, and encouraging the citizens of Escambia County to support the Association's activities; and

B. Ratify the Proclamation dated November 15, 2012, proclaiming November 2012 as "National Hospice Month" in Escambia County.

7. Special Recognition.

Recommendation: That the Board recognize, with a plaque, the following citizens who have served on various Boards and Committees as appointees for former Commissioner Marie K. Young and former Commissioner Kevin W. White:

District 3

Animal Service Advisory Committee - Diane Dixey

Board of Adjustment - LuTimothy May

Escambia County Mass Transit Advisory Committee - Ira L. Jones

Escambia Marine Advisory Committee - Eileen Beard

Escambia Marine Advisory Committee - Gene Ferguson

District 5

Escambia Marine Advisory Committee - William Myrick

Santa Rosa Island Authority - Vernon Prather

8. Retirement Proclamations.

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

A. The Proclamation commending and congratulating Robert L. Dennis, Purchasing Specialist, Management and Budget Services Department, on his retirement after 13 years of service; and

B. The Proclamation commending and congratulating Scott A. Hatten, Corrections Officer, Corrections Department, on his retirement after 25 years of service.

9. Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Tonya Gant, Economic Development Coordinator, County Administrator's Office, for her dedication in 25 years of service to Escambia County.

10. Written Communication:

October 19, 2012 - Communication from Mrs. Lucy C. Rich requesting the Board forgive a Code Enforcement Lien against property located at 503 Washington Street.

Recommendation: That the Board review and consider lien relief request made by Mrs. Lucy C. Rich against property located at 503 Washington Street.

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

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

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

11. 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.

12. 5:31 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

(Proof of Publication to be distributed under separate cover)

13. 5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Hayes Street and a 20-foot-wide Alleyway in Block 88, Pinecrest Subdivision, as petitioned by RaceTrac Petroleum, Inc.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of Hayes Street (approximately 0.20 acres) and a 20-foot-wide Alleyway (approximately 0.10 acres) in Block 88, Pinecrest Subdivision, as petitioned by RaceTrac Petroleum, Inc. (RaceTrac):

A. Approve the Petition to Vacate a portion of Hayes Street (approximately 0.20 acres) and a 20-foot-wide alleyway (approximately 0.10 acres) in Block 88, Pinecrest Subdivision, as petitioned by RaceTrac Petroleum, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

RaceTrac is in the process of acquiring several parcels of property to facilitate the construction of a RaceTrac store at the southeast corner of the intersection of North "W" Street and West Fairfield Drive. The properties are bisected by a 20-foot-wide alleyway and abut the south right-of-way line of Hayes Street (55' R/W), as shown on the Plat of Pinecrest Subdivision recorded in Plat Deed Book 55, at Page 261, of the Public Records of Escambia County, Florida.

To facilitate the planned construction, RaceTrac is requesting that the Board vacate any interest the County has in the portion of Hayes Street (approximately 0.20 acres) lying between the west right-of-way line of "V" Street (Hancock) and the south right-of-way line of West Fairfield Drive (R/W varies) and the 20-foot-wide alleyway (approximately 0.10 acres) extending east to west through Block 88, Pinecrest Subdivision.

14. 5:33 p.m. Public Hearing for consideration of the Petition to Vacate all road rights-of-way in Mariner Village Subdivision, as petitioned by U.S. National Housing Limited Partnership.

Recommendation: That the Board take the following action concerning the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership:

A. Approve the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Mariner Village Subdivision is a platted, 300-lot subdivision located west of the intersection of Dog Track Road and South Blue Angel Parkway. U.S. National Housing Limited Partnership, which has an agreement with the U.S. military to provide housing for military and government families, owns all of the lots and common areas within the boundaries of Mariner Village Subdivision. The Final Plat of Mariner Village Subdivision, which included accepting the roads for County maintenance, was accepted by the Board on September 22, 1992. The stormwater drainage system remained privately held. At this time, U.S. National Housing Limited Partnership is requesting that the Board vacate any interest the County has in the road rights-of-way as shown on the plat of said Mariner Village, as recorded in Plat Book 14, at Page 93, of the Public Records of Escambia County, Florida, less and except that portion of Carrier Drive located north of Block 19 and Block 20 of said subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

The boundaries of Mariner Village do not abut the right-of-way of Dog Track Road or Blue Angel Parkway; Mariner Village is accessed by the County-maintained portions of Triad Boulevard, which extends off Blue Angel Parkway, and Carrier Drive, which extends off Dog Track Road. The portion of Carrier Drive which extends off Dog Track Road is also the access for the Lake Cook Estates Subdivision (approximately 100 lots); the Lake Cook Estates Subdivision residents also use the Carrier Drive/Triad Boulevard route to access Blue Angel Parkway. Staff would not support vacating the portion of Carrier Drive between the northeast boundary line of Mariner Village and Dog

Track Road.

The petitioners have installed electronic gates at the entrances to Mariner Village at Carrier Drive and Triad Boulevard, but at this time the gates have not been activated.

Staff has significant concerns regarding this vacation, including the possibility that vacating these rights-of-way would deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency vehicles, all of whom currently have unlimited access. Staff communicated these concerns to U.S. National Housing Limited Partnership, and as a result they provided a letter in which they agreed to provide accessibility to the residents of Lake Cook Estates Subdivision, Emergency Management, and School Board personnel by means of gate codes, transponders, passes, and any other modifications and/or changes to the access system deemed necessary. U.S. National Housing Limited Partnership has also agreed to install a turnaround area on Triad Boulevard leading to the gate entrance, and to notify all the Lake Cook Estates Subdivision residents of the requested vacation by mail. Staff is asking that Board approval of this request be contingent upon the petitioner completing all the requirements, in a manner acceptable to Staff, prior to final approval.

15. 5:34 p.m. Public Hearing for consideration of adopting a Resolution amending the Library MSTU geographical area.

Recommendation: That the Board adopt a Resolution amending the geographical area of the Library Municipal Services Taxing Unit (MSTU) to allow inclusion of municipalities.

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

A. Payroll Expenditures for Pay Date November 21, 2012, in the amount of \$2,283,259.03; and

B. The following three Disbursement of Funds:

(1) November 8, 2012, to November 14, 2012, in the amount of \$ 545,625.76;

(2) November 15, 2012, to November 21, 2012, in the amount of \$12,552,172.49; and

(3) November 22, 2012, to November 28, 2012, in the amount of \$1,526,967.44.

2. Recommendation Concerning Disposition of Records

That the Board take the following action concerning disposition of records:

A. Approve Records Disposition Document No. 507, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 482 through 484), for the period January 5, 2012, through April 17, 2012, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed; and

B. Approve Records Disposition Document No. 508, for disposition of Board of County Commissioners' records, Item 4a, Minutes: Official Meetings (Audio/Visual Recording), for the period August 3, 1988, through September 7, 2006, in accordance with State Retention Schedule GS1.

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

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

A. A certified copy of the *Interlocal Agreement Relating to Establishment of the Gulf Consortium*, as executed by Bay, Charlotte, Citrus, Dixie, Escambia, Gulf, Hernando, Hillsborough, Jefferson, Lee, Levy, Manatee, Monroe, Okaloosa, Pasco, Pinellas, Santa Rosa, Sarasota, Taylor, Wakulla, and Walton Counties, recorded in the Official Records of Leon County, Florida, at Book 4432, Pages 105 through 146, on October 19, 2012, provided to the County Attorney's Office by Mark T. Mustian and Sarah M. Bleakley, Nabors Giblin & Nickerson, P.A., Attorneys at Law, and received in the Clerk to the Board's Office on November 1, 2012; and

B. The original *Modification to Subgrant Agreement Between the Division of Emergency Management and Escambia County Board of County Commissioners*, Modification Number Three to Agreement Number: 10HM-28-01-27-01-001, as executed by the Chairman on October 3, 2012, based on the Board's action of July 9, 2009, approving the Federally Funded Subgrant Agreement for the Maplewoods Drainage Project, and received in the Clerk to the Board's Office on October 31, 2012.

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

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

A. Approve the Minutes of the Special Installation Meeting of the Board of County Commissioners held November 20, 2012;

B. Approve the Minutes of the Special Board Meeting held November 19, 2012;

C. Approve the Minutes of the Regular Board Meeting held November 15, 2012;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 15, 2012; and

E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held November 8, 2012.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on November 5, 2012

That the Board take the following action concerning the Rezoning Case heard by the Planning Board on November 5, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012-27 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed.

Case No.:	Z-2012-27
Address:	124 Massachusetts Ave.
Property Reference No.:	46-1S-30-2001-007-011
Property Size:	.68 (+/-) acres
From:	R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
To:	C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Lawrence Richardson, Agent for John W. Hawkins, Jr.
Planning Board Recommendation:	Approval
Speakers:	Lawrence Richardson, Nancy Licciardo

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on November 5, 2012, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

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

That the Board of County Commissioners (BCC) review and adopt an Ordinance approving Comprehensive Plan Small Scale Amendment SSA-2012-04; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the Future Land Use Map designation.

The Planning Board recommended approval of this Small Scale Amendment.

4. 5:47 p.m. Recommendation Concerning the Review of Comprehensive Plan Small Scale Amendment

That the Board of County Commissioners (BCC) review and adopt an Ordinance approving Comprehensive Plan Small Scale Amendment SSA 2012-05; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the Future Land Use Map designation.

The Planning Board recommended approval of this Small Scale Amendment.

5. 5:48 p.m. - A Public Hearing Concerning Transmittal of a Comprehensive Plan Text Amendment CPA-2012-06

That the Board of County Commissioners review and approve transmittal of Comprehensive Plan Text Amendment (CPA) 2012-06 to the Department of Economic Opportunity (DEO), amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030, as amended; amending Future Land Use element MU-PK.

The Planning Board recommended approval of transmittal of this Comprehensive Plan Amendment.

6. 5:49 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Article 6

That the Board of County Commissioners review an Ordinance to the Land Development Code (LDC) amending Article 6, Zoning Districts.

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S 125.66 (4)(b).

The Planning Board recommended approval of this Ordinance.

7. 5:50 p.m. - A Public Hearing Concerning Repealing and Replacing Comprehensive Plan Ordinance 2012-18

That the Board of County Commissioners adopt an Ordinance to repeal and replace Ordinance Number 2012-18, in its entirety.

8. 5:51 p.m. - A Public Hearing Concerning Review and Adopting an Ordinance for Comprehensive Plan Text Amendment (OBJ FLU 5.5, Policy FLU 5.5.2)

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending Comprehensive Plan OBJ FLU 5.5, Policy FLU 5.5.2, regarding the locational criteria for traditional urban neighborhoods, new suburban neighborhoods, and conservation neighborhoods in specific area plans.

9. 5:52 p.m. - A Public Hearing Concerning the Review of an Ordinance amending the Comprehensive Plan 2030

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan 2030 consistent with Chapter 2012-205, Laws Of Florida; removing references from the Comprehensive Plan 2030 requiring an applicant to obtain a permit or approval from any State or Federal agency as a condition of processing a development permit under certain conditions. At the August 13, 2012 Planning Board meeting, the Board recommended approval to the BCC.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, January 3, 2013

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 December 10, 2012:

- | | |
|-------------------------|--|
| 1. Case No.: | Z-2012-09 |
| Address: | 2006 Border St. |
| Property Reference No.: | 16-2S-30-2300-001-023 |
| Property Size: | 2.23 (+/-) acres |
| From: | R-5, Urban Residential/Limited Office District, (cumulative) High Density and ID-1, Light Industrial District (cumulative) (no residential uses allowed) |
| To: | ID-1, Light Industrial District (cumulative) (no residential uses allowed) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District | 3 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Rick Evans of Evans Contracting, Inc. |
|
 | |
| 2. Case No.: | Z-2012-26 |
| Address: | 85 Stone Blvd. |
| Property Reference No.: | 14-1N-31-1001-007-002 |
| Property Size: | 9.93 (+/-) acres |
| From: | ID-CP, Commerce Park District (cumulative) |
| To: | ID-2, General Industrial District (non-cumulative) |
| FLU Category: | I, Industrial |
| Commissioner District: | 5 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Michael O'Neill, Owner |

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

4. Case No.: Z-2012-29
Address: 4810 W. Nine Mile Rd.
Property Reference No.: 04-1S-31-1101-000-000
Property Size: 240.11(+/-) acres
From: AG, Agriculture District, Low
Density
To: ID-CP, Commerce Park District
(no residential uses allowed)
FLU Category: REC, Recreation
Commissioner District: 5
Requested by: Michael Langston, PE, Agent for
Navy Federal Credit Union

B. 5:46 p.m. - A Public Hearing - Comprehensive Plan Amendment (CPA)
2012-04 (Map) -Navy Federal Credit Union - 4810 W. Nine Mile Road;

C. 5:47 p.m. - A Public Hearing -Comprehensive Plan Amendment (CPA)
2012-07 (CIE - Text) -Navy Federal Credit Union - 4810 W. Nine Mile Road;

D. 5:48 p.m. - A Public Hearing- LDC Ordinance Article 13 "Signage",
Regulation of Signs and Outdoor Displays; and

E. 5:49 p.m. - A Public Hearing - Comprehensive Plan Map Amendment (CPA)
2012-02, Hanks Rd.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Requests for Disposition of Property for the Property Appraiser's Office - Chris Jones, CFA, Property Appraiser

That the Board approve the Request for Disposition of Property Forms indicating 33 items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

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

That the Board approve the two Request for Disposition of Property Forms for the Office of the State Attorney, for property which is described and listed on the Forms, with reason for disposition stated. The Information Technology (IT) equipment was stolen from a parked vehicle while attorneys were in Atlanta, Georgia for Depositions.

3. Recommendation Concerning Community Redevelopment Agency Chairman and Vice Chairman Appointments - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the November 15, 2012, action of the Community Redevelopment Agency (CRA) appointing Commissioner Lumon J. May to serve as Chairman and Commissioner Gene M. Valentino to serve as Vice Chairman of the CRA. The terms will begin upon ratification and coincide with the appointments of the Chairman and Vice Chairman of the Board of County Commissioners.

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

That the Board approve the Request for Disposition of Property Form for the Public Safety Department for one item of equipment, which is described and listed on the Disposition Form, with reason for disposition stated. The item is to be declared surplus and sold for the highest salvage bid.

5. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department, Fire Services Division - Michael D. Weaver, Public Safety Department Director

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

6. Recommendation Concerning the Scheduling of a Public Hearing to Amend Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, Adopting an Official County Logo - Kathleen Dough-Castro, Public Information Manager

That the Board schedule a Public Hearing for January 3, 2013, at 5:31 p.m., amending Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, Adopting an Official County Logo.

7. Recommendation Concerning the Assignment/Transfer of Certificates of Public Convenience and Necessity Issued to Lifeguard Ambulance Service of Florida, LLC - Michael D. Weaver, Public Safety Department Director

That the Board approve the assignment/transfer of the Certificate of Public Convenience and Necessity for provision of Basic Life Support and the Certificate of Public Convenience and Necessity for provision of Advanced Life Support, with specified limitations, approved in its Regular Meeting held September 6, 2012, to Lifeguard Ambulance Service of Florida, LLC, to apply to its new application outlining a change in the company's majority stockholders. This action will not require a change to the certificates issued for the period January 1, 2013, through December 31, 2013.

8. Recommendation Concerning the 2013 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule - Larry M. Newsom, Acting County Administrator

That the Board approve the 2013 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule, as submitted.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning a Crime Prevention Program for the Avondale Subdivision - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Avondale Subdivision:

A. Adopt the Resolution establishing a crime prevention program for neighborhood safety for the Avondale Subdivision; and

B. Authorize the Chairman to sign the Resolution and any other Agreements necessary to accomplish goals of the Avondale Crime Prevention Program.

2. Recommendation Concerning Supplemental Budget Amendment #047 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #047, Other Grants and Projects Fund (110) in the amount of \$15,000, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Community Emergency Response Team (CERT) and Citizen Corps Projects.

3. Recommendation Concerning the Surplus and Sale of Real Property Located at 2617 East Johnson Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 2617 East Johnson Avenue:

A. Declare surplus the Board's real property, Account Number 02-2259-300, Reference Number 17-1S-30-2101-100-016;

B. Authorize the sale of the property, in accordance with Section 46-131, of the Escambia County Code of Ordinances, since the value of the real property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and the size, shape, location, and value of the property would make it of use only to adjacent property owners; and

C. Authorize the Chairman to sign all documents related to the sale.

4. Recommendation Concerning Re-conveyance of Real Property Located at 205 East Hatton Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the re-conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation using Escambia County's Surplus Property Disposition for Affordable Housing Development Program, as the 120 maximum time frame has passed:

A. Declare surplus the Board's real property located at 205 East Hatton Street, Account Number 13-4067-100, Reference Number 00-0S-00-9020-010-122;

B. Adopt the Resolution authorizing the Contract for re-conveyance of this property to Pensacola Habitat for Humanity, Inc.;

C. Approve the sale price of \$3,979 for the 205 East Hatton Street property;

D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

E. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

F. Authorize the Chairman to execute the Resolution and all documents related to the sale.

5. Recommendation Concerning the Surplus and Sale of Real Property Located at 2753 Mission Street - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action rescinding the surplus and sale of real property located at 2753 Mission Street:

A. Rescind the Board's action of May 15, 2008, concerning the surplus and sale of real property located at 2753 Mission Street;

1. Declaring surplus its real property, Account Number 060132000, Reference Number 16-2S-30-1300-001-015 acquired by foreclosure. A legal notice will be posted in the Pensacola New Journal for two weeks stating that the County will be accepting bids by sealed bid;

2. Authorizing the sale of the property to the highest offer received from sealed bids above the minimum bid of \$4,060, in accordance with Section 46-134 of the Escambia County Code of Ordinances, without further action of the Board; and

3. Authorizing the Chairman to sign all documents related to the sale; and

B. Authorize the use of real property located at 2753 Mission Street to be utilized by Escambia County;

1. Declare surplus the Board's real property, Account Number 06-0132-000, Reference Number 16-2S-30-1300-001-015;

2. Authorize the property to be utilized for drainage purposes, as one of several parcels for drainage conveyance, to address roadway and yard flooding on Matthew Lane by the Public Works Department; and

3. Approve the \$3,289 cost from Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56101, Project #13EN2263, "Matthew Lane."

6. Recommendation Concerning Approval of the Letter of Agreement with the State of Florida's Agency for Health Care Administration (AHCA) on Behalf of Escambia Community Clinics - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following actions concerning the Agency for Health Care Administration (AHCA):

A. Approve the Letter of Agreement between AHCA and Escambia County, in the amount of \$109,149, allowing the County to participate in the Low Income Pool, which will provide matching dollars to the Escambia Community Clinics (ECC); and

B. Decrease the Fiscal Year 2012/2013 allocation to the Escambia Community Clinics by \$109,149 and increase the allocation to AHCA by the same amount.

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

That the Board take the following action concerning professional services as governed by Florida Statute 287.055:

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

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

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

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

8. Recommendation Concerning Amendment #2 Security Services for Various County Buildings PD 10-11.043 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Amendment #2 to the Agreement for Security Services, to increase the hourly billing rates for Securitas Security Services USA, Inc., Contract for Security Services for Various County Buildings, PD 10-11.043, with an effective date of January 1, 2013, and authorize the Chairman to execute the Amendment as follows:

Standard Security Officers, Straight Time (Per Hour)

From: \$10.31

To: \$10.85

Standard Security Officers, Overtime (Per Hour)

From: \$16.02

To: \$16.28

Standard Supervisor, Straight Time (Per Hour)

From: \$12.46

To: \$12.86

Standard Supervisor, Overtime (Per Hour)

From: \$18.69

To: \$19.29

9. Recommendation Concerning the Purchase of a D8T Track Type Waste Tractor from Thompson Tractor Company - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #12-10-0905, Specification #34, 90HP Bulldozer Canopy Tractor, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions, and Section 46-64, Award approval and threshold authority, and award a Purchase Order for one Caterpillar D8T Track Type Waste Tractor, to Thompson Tractor Company, in the amount of \$659,273.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

10. Recommendation Concerning A&E Services for the Sheriff's Video Visitation and Training Facility - David W. Wheeler, CFM, Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order #3, which will provide the additional architectural and engineering fees for the Sheriff's Video Visitation and Training Facility:

Department:	Facilities Management
Division:	DCAT (Design and Construction Administration Team)
Type:	Addition
Amount:	\$55,500
Vendor:	Clemons, Rutherford & Associates, Inc.
Project Name:	Sheriff's Video Visitation and Training Facility
Contract:	PD 09-10.023
PO#:	101272-2
Original Award Amount:	\$170,398
Cumulative Amount of Change Orders through CO #3:	\$105,376
New P.O. Amount:	\$275,774

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 540115, Object Code 56201, Project Number 10SH0663]

11. Recommendation Concerning Provision of Ambulance Services for a Portion of Northwest Escambia County, Florida, PD 09-10.011 - Michael D. Weaver, Public Safety Department Director

That the Board extend the Contract for Provision of Ambulance Services for a Portion of Northwest Escambia County, Florida, PD 09-10.011, for a 12-month period, effective January 21, 2013, to Atmore Ambulance, Inc., under the current terms and conditions.

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330302, EMS Operations, Object Code 53401]

12. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2012 Homeland Security Grant Program Award - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2012 Homeland Security Grant Program Award for the Citizen Corps and Community Emergency Response Team (CERT) Programs, allocating to Escambia County a Grant totaling \$15,000 for the period October 1, 2012, through September 30, 2013:

A. Accept the FDEM Award allocating \$7,500 each, for the Citizen Corps and CERT Grant Programs, to be identified in Fund 110, Other Grants and Projects, Cost Center 330458/Revenue Account 334215 and Cost Center 330430/Revenue Account 334248, respectively;

B. Authorize the Chairman or Vice-Chairman to sign the Grant Award Letter; and

C. Authorize the County Administrator to execute the associated Grant Agreements.

13. Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2012 Homeland Security Grant Program Award, Federal Grant No. EMW-2012-SS-00109-S01 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2012 Homeland Security Grant Program Award, Federal Grant No. EMW-2012-SS-00109-S01, allocating to Escambia County a Grant totaling \$14,200, for the period October 1, 2012, through June 30, 2014:

A. Accept the FDEM Award allocating Grant funding that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459 (Revenue Account 334252);

B. Authorize the Chairman or Vice-Chairman to sign the Grant Award Letter; and

C. Authorize the County Administrator to execute the associated Grant Agreement.

14. Recommendation Concerning Fee Resolution - Dr. John Lanza, MD, PhD, MPH, FAAP, Escambia County Health Department

That the Board adopt the Resolution authorizing a revised Fee Schedule for the services provided by the State of Florida, Department of Health, Escambia County Health Department; periodically the Escambia County Health Department revises its schedule of fees for services and the new fees will go into effect upon the Board's adoption of this Resolution.

15. Recommendation Concerning the Contract with the Escambia County Health Department - Dr. John Lanza, MD, PhD, MPH, FAAP, Escambia County Health Department

That the Board take the following action concerning the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, for the Operation of the Escambia County Health Department:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services; Providing for an Effective Date," for the operation of the Escambia County Health Department for Fiscal Year 2012-2013, for the Contract year of October 1, 2012, through September 30, 2013; and

B. Authorize the Chairman to sign the Resolution and the Contract.

16. Recommendation Concerning the Acceptance of Property Located in Brentwood Park Subdivision, from Brentwood Assembly of God, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of property located in Brentwood Park Subdivision, from Brentwood Assembly of God, Inc., for County park purposes:

A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of donated property (40 feet x 300 feet = 12,000 square feet or 0.27 acres), from Brentwood Assembly of God, Inc., and to gather information and conduct inspections, as needed, to allow the Board's acceptance of the real property;

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

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

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

Brentwood Assembly of God, Inc. (the Church), owns a parcel of property (40 feet x 300 feet), which bisects the County's Brentwood Park property located west of North Palafox Street and south of Jacquelyn Way. Of major concern to the residents and to the County, this parcel is presently being used by the general public as a road for vehicular traffic. The Church has determined that they have no need for this parcel, and have offered to donate this property to the County. Engineering Department staff have reviewed this request with the Parks Department, who have indicated that accepting this property would be a benefit to the park and to the public because it would provide a contiguous park parcel with no through vehicular traffic.

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

17. Recommendation Concerning the Fairway Drive Drainage Project Permanent Drainage Easement Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Fairway Drive Drainage Project Permanent Drainage Easement Agreement between Pensacola Country Club, Inc., and Escambia County:

A. Authorize the purchase of a permanent drainage easement with associated stormwater infrastructure in the amount of \$275,000;

B. Approve the Permanent Drainage Easement Agreement; and

C. Authorize the Chairman or Vice Chairman to sign the Permanent Drainage Easement Agreement.

[Funding Source: Fund 352, "LOST III," Account Numbers 210107/56101/56301, Project #11ENG1122]

Fairway Drive has an existing retention pond without a defined positive discharge. When the pond fills, stormwater floods adjacent residential properties, including structures. Because Pensacola Country Club will not allow any general contractor to work within their property, their specialized golf course contractor will construct the proposed drainage improvements within the easement. This Agreement will fund the purchase of the easement, including the costs of construction services and materials to create the stormwater infrastructure, which will provide a positive discharge for the existing pond site in perpetuity.

18. Recommendation Concerning Security Services for Various County Buildings
- Larry M. Newsom, Acting County Administrator

That the Board take the following action concerning Security Services for Various County Buildings, PD 10-11.043, and Securitas Security Services, USA, Inc.:

A. Extend the Contract for one year to Securitas Security Services, USA, Inc., for Security Services for Various County Buildings, PD 10-11.043, under the current terms and conditions for Fiscal Year 2012-2013; and

B. Approve the issuance of individual Purchase Orders in Fiscal Year 2012-2013, based upon the previously awarded annual requirements, as follows:

1. Securitas Security Services, USA, Inc.

Amount: \$37,000

Contract Number: PD 10-11.043

Vendor Number: 191895

Fund: General (001)

Cost Center: 110201

Object Code: 53401

2. Securitas Security Services, USA, Inc.

Amount: \$215,000

Contract Number: PD 10-11.043

Vendor Number: 191895

Fund: Article-V (115)

Cost Center: 410505

Object Code: 53401

(TOTAL AMOUNT - \$252,000)

19. Recommendation Concerning the Assignment of Agreement for Federal Lobbying Service PD 10-11.001 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Assignment of Agreement between Escambia County, Florida, and MWW Group, Inc., to Alcalde & Faye, LTD, Inc., for Federal lobbying services, PD 10-11.001, effective December 1, 2012. All other terms and conditions of the Agreement are to remain as awarded to MWW Group, Inc., on March 3, 2011.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

20. Recommendation Concerning the Johnson Avenue Replacement Bridge PD 12-13.004 - Amy Lovoy Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 12-13.004, to Birkshire Johnstone, LLC, for the Johnson Avenue Replacement Bridge, for a total amount of \$850,417.20.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #10EN0353]

21. Recommendation Concerning Amendment #003 to the Florida Department of Children and Families Contract AH102 - Gordon C. Pike, Corrections Department Director

That the Board approve and ratify the Vice Chairman's signature on the Document of Negotiation and Amendment #003 to the Florida Department of Children and Families Contract AH102, revising Standard Contract total dollar amount; revising Exhibit "B," Method of Payment; and revising Exhibit "G," State Funding by Program & Activity for Fiscal Year 2012-2013. This Agreement provides funding for the establishment of a Forensic Mental Health Specialist position within the Community Corrections Division, in the Pre-Trial Release Program, to provide services to the Criminal Justice System.

This Contract is a fixed-rate Contract for a total amount of \$141,078, based on a monthly rate of \$3,816.50. This funding is provided by the State 100%.

22. Recommendation Concerning the Acquisition of Property for a Public Boat Ramp Facility on Mobile Highway – 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 located at 11794 Mobile Highway (approximately 0.52 acres), from Ricky and Traci Herndon, for a public boat ramp facility on Perdido River:

A. Authorize the purchase of a parcel of real property located at 11794 Mobile Highway (approximately 0.52 acres) for the appraised value of \$165,000, from Ricky and Traci Herndon, with the owner retaining and removing the structure from the property and subject to 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 parcel of real property located at 11794 Mobile Highway (approximately 0.52 acres);

C. Approve the waiver of any objection to Exemption 9 in Schedule B-II of the title commitment regarding the Florida Department Transportation right-of-way on Mobile Highway; 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, Object Code 56101, Project 08NE0018, "Boat Ramps"]

Meeting in regular session on June 2, 2011, the Board approved the Recommendation to authorize staff to make an offer to Ricky and Traci Herndon to purchase their property located at 11794 Mobile Highway (approximately 0.52 acres). Staff entered into negotiations with Ricky and Traci Herndon to acquire their property, and they are amendable to accepting the appraised amount of \$165,000.

The appraisal, dated November 23, 2010, was performed by Asmar Appraisal Company, Inc., and was based on Deeds of record and existing surveys. Subsequent to the Board action of June 2, 2011, staff discovered that the Florida Department of Transportation (FDOT) owned more right-of-way abutting the property than was originally apparent. In effect, this discovery lessened the amount of square footage the County would need to acquire. Staff requested an opinion from Asmar Appraisal Company, Inc., as to what impact the reduced square footage would make on the appraisals. Mr. Asmar indicated that the exclusion of the right-of-way is expected to have a modest negative impact on the overall value of the parcel. FDOT has indicated that they will convey the adjacent right-of-way on this property upon County

acquisition.

Staff prepared, and the property owners agreed to a Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval, and the owners (sellers) are responsible for documentary stamps. Staff is requesting Board approval of this acquisition and Contract for Sale and Purchase.

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Improvements planned at the Perdido River Ramp are currently funded by a Grant from National Resource Damage Assessment (NRDA); further improvements to Perdido River Ramp in the future will require subsequent Grant funding or future LOST funds.

III. For Discussion

1. Recommendation Concerning the Chairman's 2012/2013 Annual Appointments to Boards and Committees - Larry M. Newsom, Acting County Administrator

That the Board confirm Chairman Gene M. Valentino's 2012/2013 annual appointments to Boards and Committees on which Commissioners serve, as submitted, effective December 6, 2012.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of a Memorandum of Agreement Between Escambia County, Emerald Coast Utilities Authority, Inc., and the Deerfield Estates Homeowners' Association, Inc. Relating to the Sanitary Sewer System Improvement Project.

That the Board take the following action:

A. Approve the attached Memorandum of Agreement between Escambia County, Emerald Coast Utilities Authority, Inc., and the Deerfield Estates Homeowners' Association, Inc. related to the sanitary sewer collection system within the Deerfield Estates Subdivision and the lift station which services that system; and

B. Authorize the County to directly reimburse ECUA for all required fencing in an amount not to exceed \$8,500.

2. Recommendation Concerning Settlement of Notice of Claim from Sharmaine Dixon

That the Board approve a settlement in the sum of \$12,500 to be paid to Sharmaine Dixon in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County, Florida.

17. Items added to the agenda.
18. Announcements.
19. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3604

Proclamations 6.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Adoption/Ratification of Proclamations

From: Larry Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

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

- A. Adopt the Proclamation commending and congratulating the Pensacola Community Arts and Recreation Association for 25 years of service and dedication to the youths of our community, and encouraging the citizens of Escambia County to support the Association's activities; and
- B. Ratify the Proclamation dated November 15, 2012, proclaiming November 2012 as "National Hospice Month" in Escambia County.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PCARA Proclamation

National Hospice Month Proclamation

PROCLAMATION

WHEREAS, the Pensacola Community Arts and Recreation Association (PCARA), a non-profit grass roots organization comprised of only volunteers, was founded in June 1987 by Mr. Leroy Williams and is celebrating its 25th year of giving back to our community; and

WHEREAS, the PCARA has been an integral force in the prevention of illegal drug use, violence, and teen-pregnancy among the youths in our community. The PCARA provides a structured learning environment for students to gain skills through fun, non-judgmental activities that include acting, dancing, and singing just to name a few. The volunteers meet with the youths of the community each week to present workshops, bring in speakers, and hold rap sessions that address illegal drug use, violence prevention, and teen-pregnancy prevention; and

WHEREAS, the growth of the membership of the PCARA over the years is a direct result of the positive message that is delivered through the Association's weekly meetings with at-risk youths and adults at the Pensacola State College Student Center; through the annual events the PCARA sponsors, including: theatrical stage plays, Youth Extravaganza (a variety show of over 150 youth participants each year with various talents), The Big Community Cookout (a non-violent and drug-free day); and through various workshops, outreach programs, and other special events; and

WHEREAS, as part of the 25th Anniversary Celebration, the PCARA is proud to present to the community a new stage play entitled "Google God," an awesome production written, produced, and directed by Mr. Leroy Williams, which will be held at the Pensacola Saenger Theatre on Saturday, February 2, 2013; and

WHEREAS, as a non-profit organization, the PCARA depends solely on the profits from the shows they present to help meet the needs of the youths in their day-to-day operations, i.e., administrative costs, meals provided to the youths at their weekly meetings, and uniforms.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates the Pensacola Community Arts and Recreation Association for its 25 years of service and for its dedication to the youths of our community, and encourages the citizens of Escambia County to support their activities.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

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

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

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

Deputy Clerk

Adopted: December 6, 2012

PROCLAMATION

WHEREAS, Covenant Hospice volunteers and staff provide "Excellence in End-of-Life Care" for those persons in our community with life-limiting illnesses; and

WHEREAS, Hospice care has helped meet the medical, emotional, and spiritual needs of approximately one million patients with life-limiting illnesses and their loved ones across the nation last year; and

WHEREAS, Covenant Hospice focuses on the entire family and helps to promote, educate, and support the community; and

WHEREAS, Hospice in the United States has flourished from one program in 1974 to more than 5,000 hospice and palliative care programs today; and

WHEREAS, Hospice volunteers have grown to a record number of 460,000; and

WHEREAS, Covenant Hospice has served the people of Northwest Florida and Alabama since 1984 and served over 6,000 patients in 2011; and

WHEREAS, an increase in public awareness and understanding of Hospice care will better serve the families of our community who are faced with life-limiting illnesses.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims November 2012 as

"NATIONAL HOSPICE MONTH"

in Escambia County and joins the hundreds of cities, counties, and states in observing the month of November 2012 as "National Hospice Month." Today and throughout the year, Escambia County will actively encourage the support and participation of friends, neighbors, colleagues, and fellow citizens in associated hospice activities and programs.

**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

Dated: November 15, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3591

7.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Recognition Plaques

From: Larry Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Special Recognition.

Recommendation: That the Board recognize, with a plaque, the following citizens who have served on various Boards and Committees as appointees for former Commissioner Marie K. Young and former Commissioner Kevin W. White:

District 3

Animal Service Advisory Committee - Diane Dixey

Board of Adjustment - LuTimothy May

Escambia County Mass Transit Advisory Committee - Ira L. Jones

Escambia Marine Advisory Committee - Eileen Beard

Escambia Marine Advisory Committee - Gene Ferguson

District 5

Escambia Marine Advisory Committee - William Myrick

Santa Rosa Island Authority - Vernon Prather

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3585

Proclamations 8.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Recommendation Concerning the Adoption of Retirement Proclamations

From: Tom Turner, Human Resources Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

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

A. The Proclamation commending and congratulating Robert L. Dennis, Purchasing Specialist, Management and Budget Services Department, on his retirement after 13 years of service; and

B. The Proclamation commending and congratulating Scott A. Hatten, Corrections Officer, Corrections Department, on his retirement after 25 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

Robert and Scott Retirement Proclamation

PROCLAMATION

WHEREAS, Robert L. Dennis worked as a County employee very faithfully for 13 years, retiring as a Purchasing Specialist with the Management & Budget Services Department, Purchasing 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 Robert L. Dennis on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Robert L. Dennis for 13 years of faithful and dedicated service as a County employee.

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

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

Deputy Clerk

Adopted: December 6, 2012

PROCLAMATION

WHEREAS, Scott A. Hatten worked as a County employee very faithfully for 25 years, retiring as a Corrections Officer with the Corrections Department, Road Prison Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Scott A. Hatten for 25 years of faithful and dedicated service as a County employee.

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

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

Deputy Clerk

Adopted: December 6, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3607

Proclamations 9.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Years of Service Recognition - Tonya Gant

From: Larry Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Tonya Gant, Economic Development Coordinator, County Administrator's Office, for her dedication in 25 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3523

Written Communication 10.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Environmental (Code) Enforcement Lien Relief – 503 Washington Street

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

October 19, 2012 - Communication from Mrs. Lucy C. Rich requesting the Board forgive a Code Enforcement Lien against property located at 503 Washington Street.

Recommendation: That the Board review and consider lien relief request made by Mrs. Lucy C. Rich against property located at 503 Washington Street.

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

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

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

BACKGROUND:

April 16, 2011 The Office of Environmental Enforcement received a complaint for overgrowth, trash and debris and dilapidated 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 G. Dooley on April 25, 2011.

On May 6, 2011 a reinspection was conducted. Officer made contact with owner’s nephew who stated he was working on violations.

Officer received call from owner’s (Collins Padget) son on May 7, 2011. He was informed on the violations and what actions needed to be taken to abate issues. Officer also provided owner’s son contact information for Pensacola Habitat.

Title search requested and reveals title vested in Helena Kyles and Collins Padget.

On January 6, 2012 a reinspection conducted and violations remained. The structure is now burned. Referred case to special magistrate.

Notice of Hearing sent both regular and certified mail. Notice received on 03/02/12. Copy of hearing posted on property and photos taken.

On March 20, 2012 the hearing was held. \$1,100 court cost awarded to Escambia County, \$100.00 per day fine with a deadline of 04/19/12.

Copy of Order mailed to owner both regular and certified mail on March 21, 2012.

Letter of Non-compliance sent to owner and received on 04/30/12.

Second reinspection conducted and violations were abated. Case closed and fines stopped on June 26, 2012.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$6,000.00

TOTAL \$7,100.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

503 Washington Street



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: 503 Washington Street
Property Owner: Est. Helena Kyles and Collins Padget
Original Complaint: Overgrowth, trash, debris and dilapidated structure
EE Case #: CE 110401405

- 04/16/11** Received complaint for overgrowth, trash and debris and dilapidated structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 04/15/11** Notice of violation received and signed for by G. Dooley.
- 05/06/11** Reinspection conducted. Officer made contact with owner's nephew who stated he was working on violations.
- 05/07/11** Officer received call from owner's (Collins Padget) son. He was informed on the violations and what actions needed to be taken to abate issues. Officer also provided owner's son contact information for Pensacola Habitat.
- 06/02/11** Title search requested and reveals title vested in Helena Kyles and Collins Padget.
- 01/06/12** Reinspection conducted and violations remained. The structure is now burned. Referred case to special magistrate.
- 02/28/12** Notice of Hearing sent both regular and certified mail. Notice received on 03/02/12. Copy of hearing posted on property and photos taken.
- 03/20/12** Hearing held. \$1,100 court cost awarded to Escambia County, \$100.00 per day fine with a deadline of 04/19/12.
- 03/21/12** Copy of Order mailed to owner both regular and certified mail.
- 04/30/12** Letter of Non-compliance sent to owner and received on 04/30/12.
- 06/26/12** Second reinspection conducted and violations were abated. Case closed and fines stopped.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines(\$100.00 per day)	\$6,000.00
Abatement Cost	0
TOTAL	\$7,100.00

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

1

10-19-12

Lucy C. Rich

610 Clinton River Dr.

Mt. Clemens, Mich 48043

my cell phone 313 600 5243

Dear Ms. Sandra Sloy, my name is Lucy C. Rich I have obtained the property deed to 503 Washington St. in Cantonment. Fla. 32533, on Oct. fourteen two thousand twelve. I paid back taxes June eleven two thousand twelve and learned there was a lean on the property. I contacted Deputy Melissa Reber and she informed me that there was an eight thousand dollars lean on that property, and that property had to be cleaned up by a licence contractor.

Mr. Brandon Bonner was hired to clean up the property, (licence contractor).

Enclosed are copies of the above property deed, taxes paid, pictures of partly burn down house ~~and~~ and pictures after demolition mover of all debris, put a truck load of sand and bulldozer it smooth and lawn serves until this date?

Taxes: three thousand, eight hundred fifty five dollars, forty two dollars cents.

Demolition: four thousand, five hundred dollars.

also inclosed is an envelop to send the copies back to me.

I am asking for, for givness of the lean to be paid on the above deed & tax property thank,
Lucy C. Rich

EE BELOW

06

161N31-1000-050-014

503 WASHINGTON ST
LT 5 BLK N
1ST HARVESTERS HOMES UNIT 3
PB 2 P 44
See Tax Roll For Full Legal Description

25,226	25,226	175.96
25,226	25,226	56.71
25,226	25,226	140.58
25,226	25,226	17.28
25,226	25,226	1.01

Escambia County Tax Collector

Date: 06/11/2012 Time: 16:01:35
Location: 316
Lerk: LDW
Transaction 0128845

007 REAL ESTATE
Account 11-3858-000
Receipt 0128845.0001 933.66

008 REAL ESTATE
Account 11-3858-000
Receipt 0128845.0002 717.87

009 REAL ESTATE
Account 11-3858-000
Receipt 0128845.0003 776.29

010 REAL ESTATE
Account 11-3858-000
Receipt 0128845.0004 772.26

TAX PAID 3,200.00

TAX TENDERED 3,855.42
ACK 5088056523 3,855.42
LESS OVERPAID 655.34

Id By: LUCY C RICH

Our Service is a Matter of Pride.
1-438-6600
escambiataxcollector.com

15,521.5

391.54

160.00

160.00

551.54

Jun 30 2012
\$589.36

Jul 31 2012
\$597.63

SEE ABOVE 06

161N31-1000-050-014

Reminder* REAL ESTATE TAXES
PRIOR YEARS TAXES DUE

ADGET COLLINS &
YLES HELENA EST OF
50 W GARFIELD BLVD APT 3E
CHICAGO IL 60609

503 WASHINGTON ST
LT 5 BLK N
1ST HARVESTERS HOMES UNIT 3
PB 2 P 44
See Tax Roll For Full Legal Description

PAID BY
LEASE PAY

Jun 30 2012
\$589.36

Jul 31 2012
\$597.63

0000000000 0000055154 0000000744380000 0001 0

07-11
3,855.42



CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
 WITNESS MY HAND AND OFFICIAL SEAL
 ERNIE LEE MAGAHA
 CLERK & COMPTROLLER
 ESCAMBIA COUNTY, FLORIDA

DATE: 9/18/2012 D.C.

337178 773

WARRANTY DEED

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that HELENA KYLES, an unmarried widow woman, 803 Washington Street, Cantonment, Florida, 32533, with full rights of survivorship of RUBEN PADGETT, deceased, a single unmarried man, hereafter referred to as "GRANTORS", for and in consideration of Ten and Dollars (\$10.00) the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto HELENA KYLES, unmarried widow woman, 503 Washington Street, Cantonment, Florida, 32533 and COLLEEN PADGETT, single unmarried woman, 503 Washington Street, Cantonment, Florida 32533, their heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of ESCAMBIA, State of FLORIDA, to-wit:

Lot 5, Block N, according to Plat of Harvesters' Homes, Unit No. 3, which said plat is recorded in Plat Book 1, Page 91, of the Public Records of Escambia County, Florida.

As a part of the consideration for the conveyance and sale of the above described property by and between St. Regis Paper Company, a corporation, and Ruben Padgett (now deceased) and Helena Kyles, his mother, the original grantees, who agreed to covenant for themselves, their heirs, administrators, successors and assigns, that no claim will be made and no suit will be instituted or prosecuted for injury to the property above described or improvements or personal property thereon, either in law or equity, against St. Regis Paper Company or their successors in title, or any subsidiary corporation in which St. Regis Paper company shall own stock, by reason of any act, omission, matter or thing, which by any such company, which may be located within a radius of five (5) miles from the boundaries of the property hereby conveyed.

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

And I covenant that I am well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that my heirs, executors and administrators, the said Grantee, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will warrant and defend.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of May, A.D. 1993.

Helena Kyles
 HELENA KYLES 503 Washington ST
 CANTONMENT, FL 32533
 DOROTHY G BISHOP
 printed name of witness
 PATRICIA LEGG
 printed name of witness

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

BEFORE the subscriber personally appeared HELENA KYLES, personally known to me or who has produced SOUTHEAST BANK BOOK as identification and who did/did not take an oath.

Dorothy G Bishop
 NOTARY PUBLIC DOROTHY G BISHOP

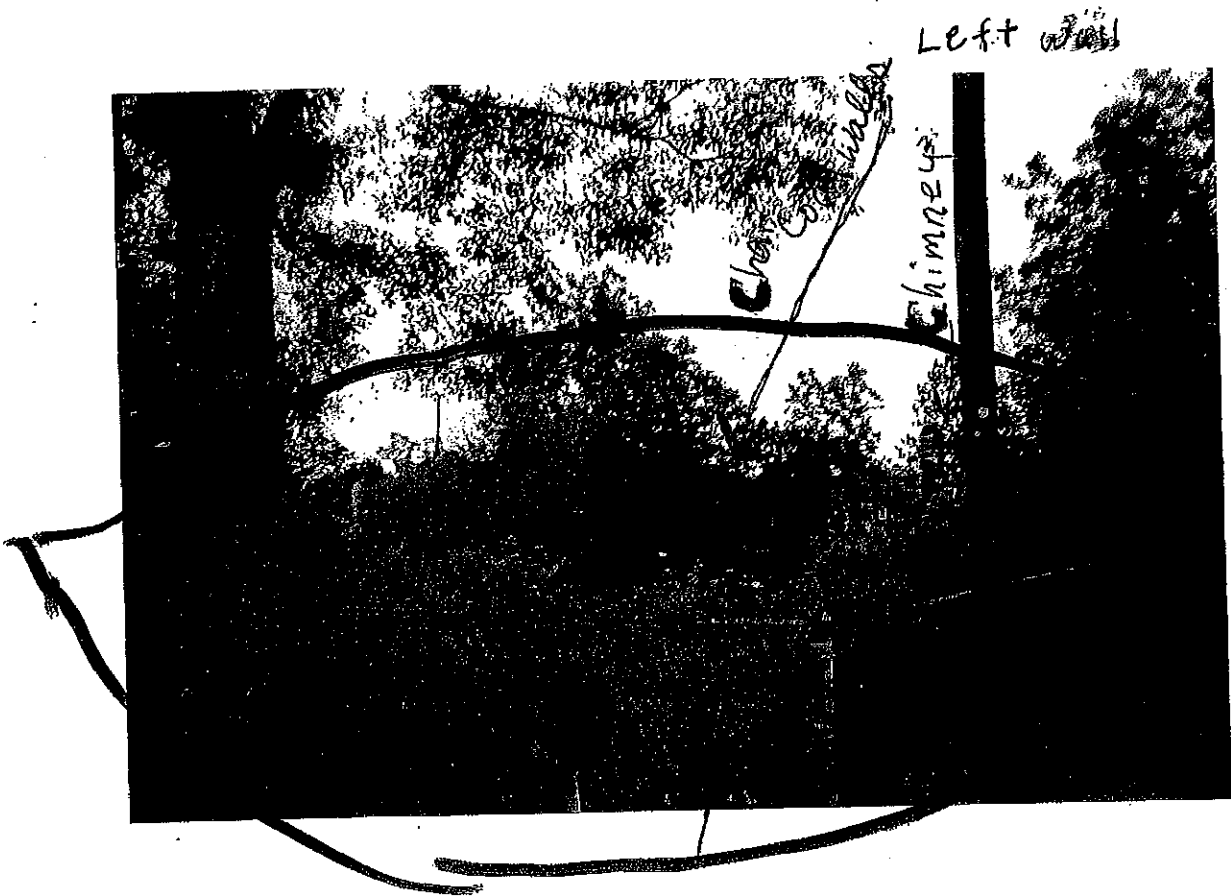
My Commission Expires: 10-6-95
 Commission No.: CC143165

D.S. PL. \$ 1.00
 DATE 5-1-93
 JOE A. FLOWERS, COMPTROLLER
 BY: D. Bishop
 CERT. REG. #SS-204322-27.01

FILED FOR RECORD IN
 PUBLIC RECORDS OF
 ESCAMBIA COUNTY
 FLORIDA
 MAY 1 12 55 PM '93

54404

Before cleaning



Hi, Lucy | Sign Out | Options | Help

Preview Mail w/ Y! Toolbar

Search

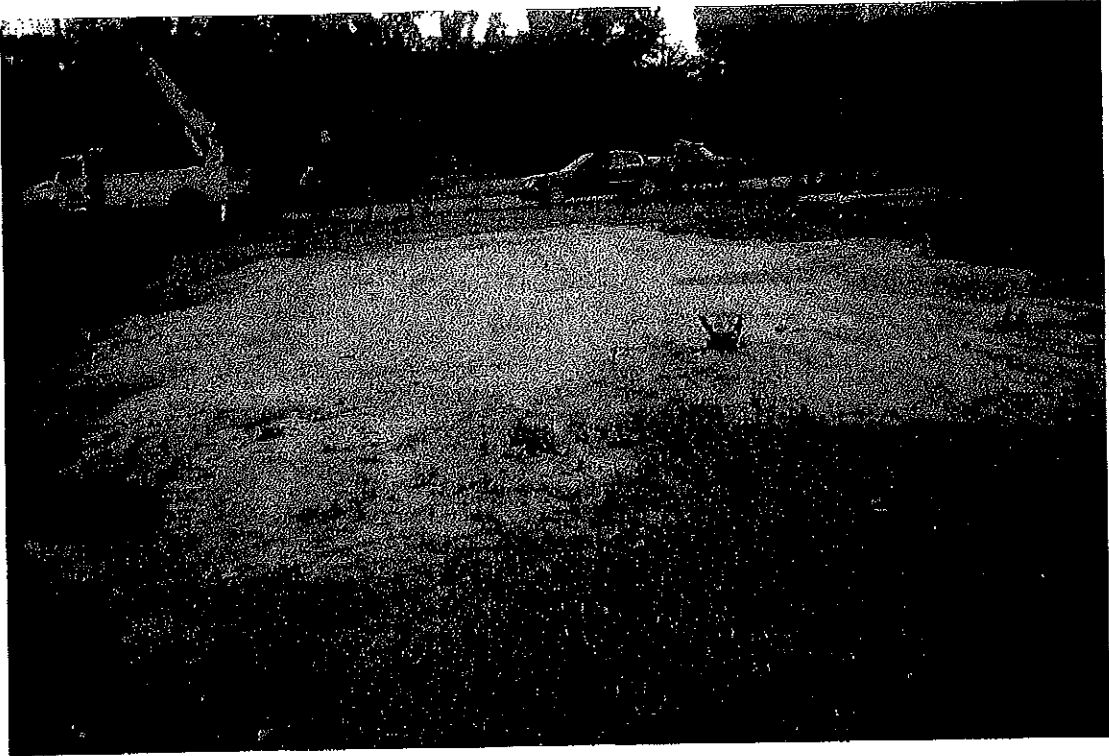
[Add Friends](#)
[Message](#)
[Send Message](#)
[Reply](#)
[Forward](#)
[Print](#)



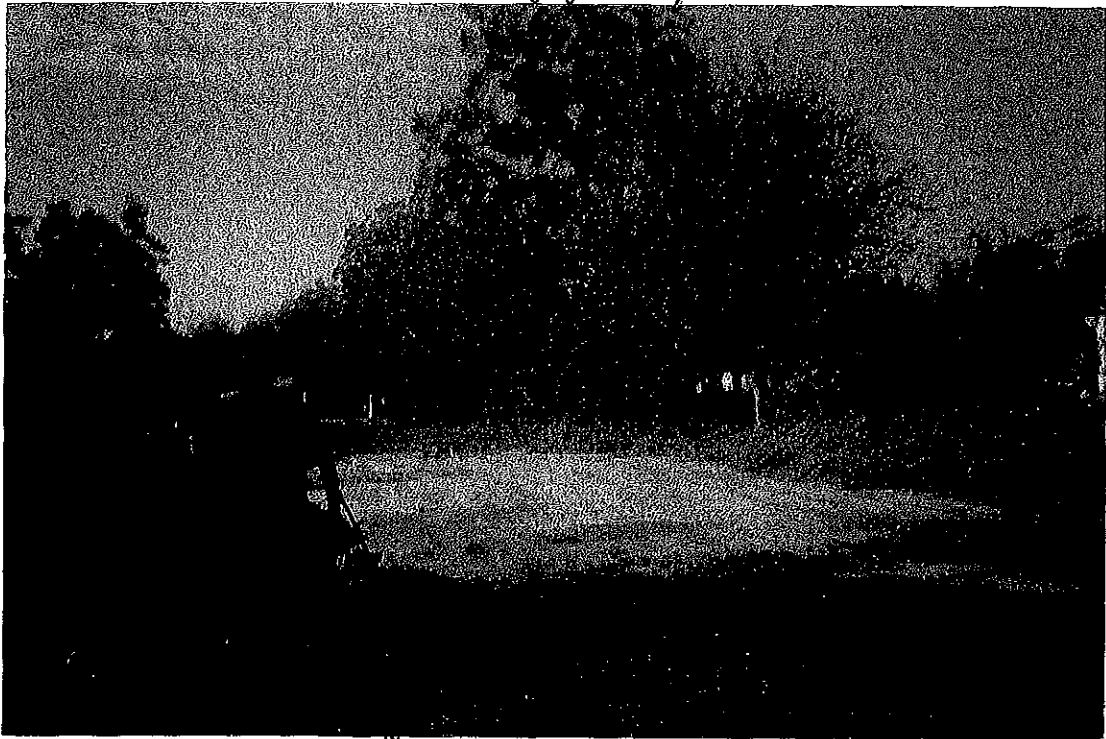
- 1 of Flickr
- Notepad
- Stuck on my
- Unsubscriber

*Debrae
to be cleared*

after



cutting grass



Dated: Oct. -11 -12

Collins Padgett
Signature of Grantor

Collins Padgett
Name of Grantor

Signature of Witness #1

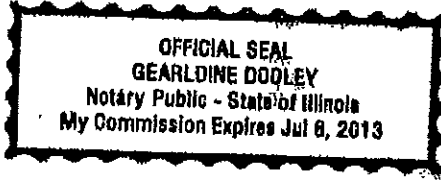
Printed Name of Witness #1

Signature of Witness #2

Printed Name of Witness #2

State of Illinois County of Cook
On October 11, 2012, the Grantor, Collins Padgett,
personally came before me and, being duly sworn, did state and prove that he/she is the person described
in the above document and that he/she signed the above document in my presence.

Gearldine Dooley
Notary Signature



Notary Public,
In and for the County of Cook State of Illinois
My commission expires: July 8, 2013 Seal

Send all tax statements to Grantee.

Recording requested by: Collins Padgett

Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: Lucy C. Rich

Name Collins Padgett

Address: 610 Clinton River Dr.

Address 850 West Garfield Blvd.

City/State/Zip: Mt. Clemens, MI 48043

City/State/Zip Chicago, IL 60609

Property Tax Parcel/Account Number: 503 WASHINGTON ST LTS BLKN 1ST HARVESTERS HOME UNITS PB2P44 see Tax Roll For Full Legal Description

Quitclaim Deed

This Quitclaim Deed is made on Oct-10-12, between Collins Padgett, Grantor, of 850 West Garfield Blvd., City of Chicago, State of Ill. 60609, and Lucy C. Rich, Grantee, of 610 Clinton River Dr, City of Mt. Clemens, State of Mich. 48043.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs

and assigns, to have and hold forever, located at 503 WASHINGTON ST LTS BLKN 1ST HARVESTERS HOME UNITS PB2P44 see Tax Roll For Full Legal Description, City of Cantonment, State of FLA. 32533 :

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2012 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Notice of Refund Payable

Date 06/11/2012
Refund Number 670292
Receipt Number 2012 128845.0000
Refund Type Overpayment
Amount Payable \$ 655.34
Till 316
Bank 0102

Name & Address

LUCY RICH
323 HICKS ST
CANTONMENT FL 32533

Remarks

11-3858-000 TAXES 2011
WILL POST AT LATER DATE
DUE TO CERT SALE
NO REFUND
PHONE (313) 600-5243

Check Purpose SHARE WITHDRAWAL Check# 50860565230 \$3,855.42
Acct 0000216290 RICH, LUCY C Effect: 06/11/12 Post: 06/11/12 Tr: 0088
(See receipt for reference)

Handwritten signature: Paid for tax





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3575

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: 5:31 p.m. Public Hearing to Adopt the Uniform Method of Collection Resolution

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

(Proof of Publication to be distributed under separate cover)

BACKGROUND:

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of assessments and reduce administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution
2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
3. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the place and time of a public hearing to be held between June 1 and September 15.
4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
5. Assessment roll is transmitted to the Tax Collector's Office for billing.

Non Ad-Valorem Special Assessments would be subject to the same discounts for early payment as Ad-Valorem Taxes and are due no later than March 31:

4% November
3% December
2% January
1% February

BUDGETARY IMPACT:

This Resolution will apply for Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2013/2014.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides tax parcel information to the County.
2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the newspaper the boundaries of the assessment districts and send notice of the public hearing by first class mail to affected property owners when the assessment is collected for the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

Attachments

Uniform Method Resolution

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED IN BOTH THE UNINCORPORATED AND INCORPORATED AREAS OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida (the "County") is contemplating the imposition of special assessments to defray the costs of benefits conferred by the provision of street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, law enforcement and mosquito services; and

WHEREAS, the Board of County Commissioners of Escambia County intends to use the uniform method for collecting non-ad valorem special assessments to defray the costs of benefits conferred by the cost of providing street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, law enforcement and mosquito services to property within both the unincorporated and incorporated areas of the County as authorized by Section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2013, in the same manner as provided for ad valorem taxes; and

WHEREAS, for the first time, the Board of County Commissioners is contemplating using the same uniform method of collecting non-ad valorem special assessments to collect non-ad valorem special assessments needed to defray the costs of abating certain nuisances and other code violations pursuant to Escambia County Ordinance 2012-40 on properties located in the unincorporated area of Escambia County and more particularly described in Exhibit A to this Resolution; and

WHEREAS, the Board of County Commissioners of Escambia County held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida, as follows:

1. The recitals above are true and correct, and adopted herein.

2. Commencing with the Fiscal Year beginning on October 1, 2013 and with the tax statement mailed for such Fiscal Year, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, as amended for collecting non-ad valorem assessments for the cost of providing street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, law enforcement and mosquito services. Such non-ad valorem assessments shall be levied within both the unincorporated and incorporated areas of the County. A legal description of such area subject to the assessments is attached hereto as Exhibit A and incorporated by reference.

3. The County hereby determines that the levy of the assessments is needed to defray the costs of benefits conferred by the costs of street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications, natural resource protection, code enforcement, law enforcement and mosquito services within both the unincorporated and incorporated areas of the County.

4. Upon adoption, the Office of Management and Budget is hereby directed to send a copy of this Resolution by United States Mail to the Florida Department of Revenue, the Escambia County Tax Collector, and the Escambia County Property Appraiser by January 10, 2013.

5. This Resolution shall be effective upon adoption.

ADOPTED at a public hearing this 6th day of December, 2012.

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

By: _____
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: _____
Title: ASSISTANT COUNTY ATTORNEY
Date: Nov. 17, 2012

EXHIBIT A

ESCAMBIA COUNTY, FLORIDA
MORE PARTICULARLY DESCRIBED
IN SECTION 7.17, FLORIDA STATUTES
INCLUDING THE CITIES OF CENTURY AND PENSACOLA
AND THE BARRIER ISLAND KNOWN AS SANTA ROSA ISLAND

Santa Rosa Island is further described as:

The land in Escambia County on the barrier island known as Santa Rosa Island, bound by federally owned property on both the East and on the West. The area intended to be within this boundary is more specifically described in general terms, and excludes all federally owned property. Area description includes property and parcels beginning at the East boundary of Fort Pickens National Park on Santa Rosa Sound meandering eastward along the North shoreline of Santa Rosa Island, excluding the approximately 18.75 acre island, the road and the bridge entrance owned by the United States Department of Interior commonly known as EPA Island; continuing along the North shoreline of Santa Rosa Island easterly and crossing the inlet to Little Sabine Bay to a point due East of the North shoreline of the peninsula which encloses Little Sabine Bay; continuing North along the shoreline of Santa Rosa Island to the southerly foot of the Bob Sikes Bridge over Santa Rosa Sound; thence meandering easterly along the North shoreline of Santa Rosa Island to the Eastern boundary of a parcel owned by the State of Florida Department of Education known as the UWF property at Big Sabine on the North shore of Santa Rosa Island; thence Southerly along the East Boundary of the UWF property (the same being the West boundary of property owned by the United States Government) to the South shoreline of Santa Rosa Island on the Gulf of Mexico; thence meandering along the shoreline of the Gulf of Mexico westward a distance of approximately nine (9) miles to a point south of the point of beginning established in this generalized area defined herein; thence Northward in a direct line from said point on the Gulf of Mexico shoreline to the point where this description begins at the Northeast boundary of Fort Pickens National Park.

**THIS DESCRIPTION OF SANTA ROSA ISLAND IS FOR REFERENCE ONLY
AND NOT INTENDED TO BE USED FOR LEGAL DOCUMENTS.**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3538

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: 5:32 p.m. Public Hearing - Vacate a Portion Hayes Street and 20-Foot-Wide Alleyway, Block 88, Pinecrest Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Hayes Street and a 20-foot-wide Alleyway in Block 88, Pinecrest Subdivision, as petitioned by RaceTrac Petroleum, Inc.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of Hayes Street (approximately 0.20 acres) and a 20-foot-wide Alleyway (approximately 0.10 acres) in Block 88, Pinecrest Subdivision, as petitioned by RaceTrac Petroleum, Inc. (RaceTrac):

- A. Approve the Petition to Vacate a portion of Hayes Street (approximately 0.20 acres) and a 20-foot-wide alleyway (approximately 0.10 acres) in Block 88, Pinecrest Subdivision, as petitioned by RaceTrac Petroleum, Inc.;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

RaceTrac is in the process of acquiring several parcels of property to facilitate the construction of a RaceTrac store at the southeast corner of the intersection of North "W" Street and West Fairfield Drive. The properties are bisected by a 20-foot-wide alleyway and abut the south right-of-way line of Hayes Street (55' R/W), as shown on the Plat of Pinecrest Subdivision recorded in Plat Deed Book 55, at Page 261, of the Public Records of Escambia County, Florida.

To facilitate the planned construction, RaceTrac is requesting that the Board vacate any interest the County has in the portion of Hayes Street (approximately 0.20 acres) lying between the west right-of-way line of "V" Street (Hancock) and the south right-of-way line of West Fairfield Drive (R/W varies) and the 20-foot-wide alleyway (approximately 0.10 acres) extending east to west through Block 88, Pinecrest Subdivision.

BACKGROUND:

RaceTrac Petroleum is in the process of acquiring several parcels of property to facilitate the construction of a RaceTrac store at the southeast corner of the intersection of North "W" Street and West Fairfield Drive. The properties are bisected by a 20-foot-wide alleyway and abut the south right-of-way line of Hayes Street (55' R/W), as shown on the plat of Pinecrest Subdivision recorded in Plat Deed Book 55, at Page 261 of the public records of Escambia County, Florida.

To facilitate the planned construction, RaceTrac is requesting that the Board vacate any interest the County has in the portion of Hayes Street (approximately 0.20 acres) lying between the west right-of-way line of "V" Street (Hancock) and the south right-of-way line of West Fairfield Drive (R/W varies) and the 20-foot-wide alleyway (approximately 0.10 acres) extending east to west through Block 88, Pinecrest Subdivision.

Staff has made no representations to the Petitioner or Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objections to the proposed vacation. All utility companies concerned have been contacted and have no objection to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioner's agent. It is the responsibility of the Petitioner to have the documents recorded in the public records and to advertise the required public notices.

Staff has been in contact with Donald P. Jehle. Jehle-Halstead, Inc., agent for the Petitioner.

Petition

Hold Harmless Agreement

Resolution

Adoption

Plat Deed Book 55 Page 261

Aerial Map

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,
TO RENOUNCE AND DISCLAIM ANY RIGHT
OF THE COUNTY AND THE PUBLIC
IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a
55' Hayes Street Right-of-Way and a 20' alleyway

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit AA@, and further states as follows:

1. That the Petitioner(s), RaceTrac Petroleum, Inc.
presently X own(s) _____ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

All of the 55' right-of-way of Hayes Street lying west of "V" Street (Hancock Street) to Fairfield Drive and all of the 20' alleyway lying South of Lots 3-10, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and North of Lots 11-18, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and between "V" Street (Hancock Street) on the East and "W" Street on the West.

2. That the Petitioner(s), RaceTrac Petroleum, Inc.
desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 17 Township 2S Range 30 West and recorded in P.D.B. 55, Page 261 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, petitioner requests that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

RaceTrac Petroleum, Inc.
Petitioner(s) Name

3225 Cumberland Blvd, Suite 100
Street Address

Atlanta GA 30339
City State

(850) 404-4052
Phone Number

Donald P. Jehle
Agent=s Name

(850) 994-9503x101
Agent=s Phone Number

August 17, 2012
Date

HOLD/HARMLESS AGREEMENT

WHEREAS, RaceTrac Petroleum, Inc.
hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

All of the 55' right-of-way of Hayes Street lying west of AV@ Street (Hancock Street) to Fairfield Drive and all of the 20' alleyway lying South of Lots 3-10, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and North of Lots 11-18, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and between AV@ Street (Hancock Street) on the East and AW@ Street on the West.

2. Petitioner, hereby covenants and agrees that it has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner, hereby covenants and warrants that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Matthew K. Brune

Witness

Matthew K. Brune
Print or type name

Jeffrey Baird

Witness

Jeffrey Baird
Print or type name

RaceTrac Petroleum, Inc.
Corporation or Company Name

[Signature]

Petitioner
Robby Posener
Print or type name

Title: Vice President

Date: 8-27-12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of September, 2012, by Robby Posener as Vice President of Pace Trac Petroleum, Inc. He/She is () personally known to me, () produced current Florida/Other _____ driver's license as identification, and/or () produced current _____ as identification.

Abigail C. Jenkins
Notary Public
Abigail C. Jenkins
Print or type name

(Notary Seal must be affixed)



Commission Expires: 2/7/16
Commission Number: N/A

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By Wilson B. Robertson, Chairman
Gene M. Valentino

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Approved by the B.C.C. on: _____

RESOLUTION NUMBER R _____ - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, RACETRAC PETROLEUM, INC has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

All of the 55' right-of-way of Hayes Street lying west of "V" Street (Hancock Street) to Fairfield Drive and all of the 20' alleyway lying South of Lots 3-10, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and North of Lots 11-18, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and between "V" Street (Hancock Street) on the East and "W" Street on the West.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), RACETRAC PETROLEUM, INC, has caused to be published on _____, A.D., 20____, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 p.m. on December 6, 2012 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.
2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

All of the 55' right-of-way of Hayes Street lying west of "V" Street (Hancock Street) to Fairfield Drive and all of the 20' alleyway lying South of Lots 3-10, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and North of Lots 11-18, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and between "V" Street (Hancock Street) on the East and "W" Street on the West.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on December 6, A.D., 2012, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

All of the 55' right-of-way of Hayes Street lying west of "V" Street (Hancock Street) to Fairfield Drive and all of the 20' alleyway lying South of Lots 3-10, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and North of Lots 11-18, Block 88, Pinecrest, Albert-Hazel Company Subdivision of Government Lots 12 & 13, and between "V" Street (Hancock Street) on the East and "W" Street on the West.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____ day of _____, A.D., 20_____.

**Board of County Commissioners
Escambia County, Florida**



Sub-division of Lots 12-13 and part of 5, Section XVII, T2S-R30W.

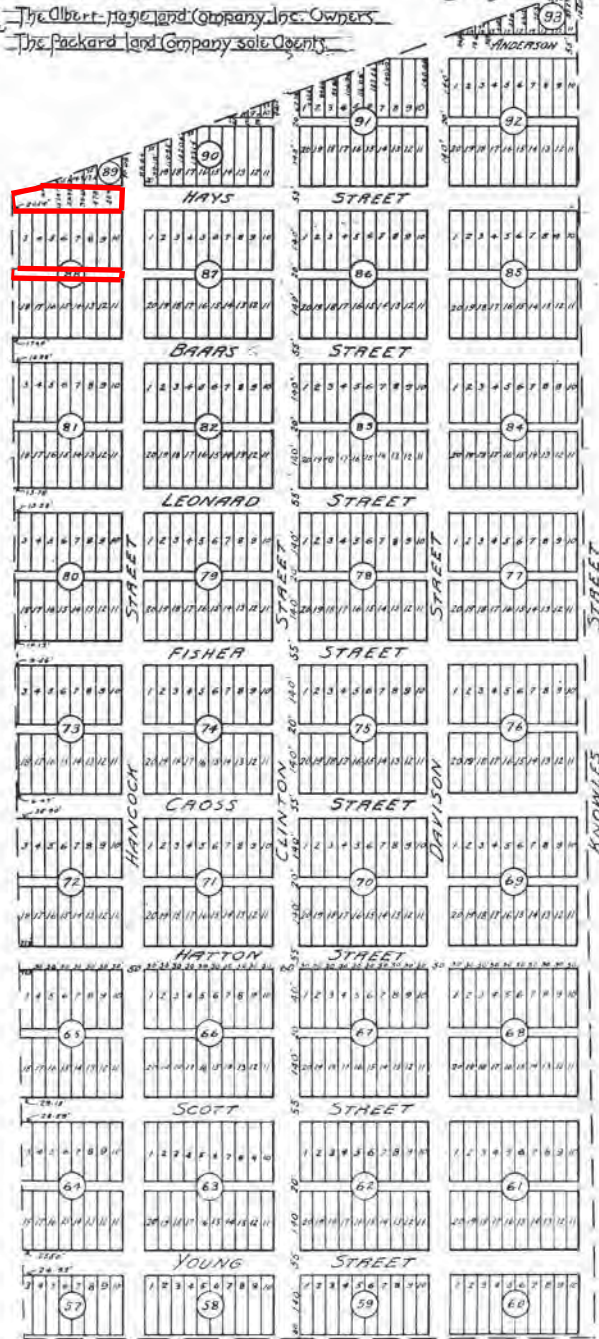
Scale: 1 inch = 150 feet

Pensacola Fla
Nov 7 1908

L. E. Ferguson
Civil Engineer

Note: The Albert Hoyle and Company, Inc. Owners
The Packard Land Company sole Agents

PORTION OF HAYES STREET & ALLEYWAY TO BE VACATED



Reproduction of the record in
 DEED BOOK 55 AT PAGE 28
 Date March 15, 1968
 Scale:

PORTION OF HAYES STREET AND 20 FOOT WIDE ALLEYWAY, BLOCK 88, PINECREST SUBDIVISION

Petitioner: RaceTrac Petroleum, Inc..



VICINITY MAP



ESCAMBIA COUNTY
 PUBLIC WORKS DEPARTMENT
 JCC 09/13/2012 DISTRICT 3

- Portion of 20' wide Alleyway, Block 88, Pinecrest Subdivision and Portion of Hayes Street
- RaceTrac Petroleum, Inc. Acquisition



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3557

Public Hearings 14.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: 5:33 p.m. Public Hearing - Vacate All Road Rights-of-Way in Mariner Village Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of the Petition to Vacate all road rights-of-way in Mariner Village Subdivision, as petitioned by U.S. National Housing Limited Partnership.

Recommendation: That the Board take the following action concerning the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership:

A. Approve the Petition to Vacate all road rights-of-way in Mariner Village Subdivision (approximately 11.5 acres), as petitioned by U.S. National Housing Limited Partnership;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

Mariner Village Subdivision is a platted, 300-lot subdivision located west of the intersection of Dog Track Road and South Blue Angel Parkway. U.S. National Housing Limited Partnership, which has an agreement with the U.S. military to provide housing for military and government families, owns all of the lots and common areas within the boundaries of Mariner Village Subdivision. The Final Plat of Mariner Village Subdivision, which included accepting the roads for County maintenance, was accepted by the Board on September 22, 1992. The stormwater drainage system remained privately held. At this time, U.S. National Housing Limited Partnership is requesting that the Board vacate any interest the County has in the road rights-of-way as shown on the plat of said Mariner Village, as recorded in Plat Book 14, at Page 93, of the Public Records of Escambia County, Florida, less and except that portion of Carrier Drive located north of Block 19 and Block 20 of said subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

The boundaries of Mariner Village do not abut the right-of-way of Dog Track Road or Blue Angel

Parkway; Mariner Village is accessed by the County-maintained portions of Triad Boulevard, which extends off Blue Angel Parkway, and Carrier Drive, which extends off Dog Track Road.

The portion of Carrier Drive which extends off Dog Track Road is also the access for the Lake Cook Estates Subdivision (approximately 100 lots); the Lake Cook Estates Subdivision residents also use the Carrier Drive/Triad Boulevard route to access Blue Angel Parkway. Staff would not support vacating the portion of Carrier Drive between the northeast boundary line of Mariner Village and Dog Track Road.

The petitioners have installed electronic gates at the entrances to Mariner Village at Carrier Drive and Triad Boulevard, but at this time the gates have not been activated.

Staff has significant concerns regarding this vacation, including the possibility that vacating these rights-of-way would deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency vehicles, all of whom currently have unlimited access. Staff communicated these concerns to U.S. National Housing Limited Partnership, and as a result they provided a letter in which they agreed to provide accessibility to the residents of Lake Cook Estates Subdivision, Emergency Management, and School Board personnel by means of gate codes, transponders, passes, and any other modifications and/or changes to the access system deemed necessary. U.S. National Housing Limited Partnership has also agreed to install a turnaround area on Triad Boulevard leading to the gate entrance, and to notify all the Lake Cook Estates Subdivision residents of the requested vacation by mail. Staff is asking that Board approval of this request be contingent upon the petitioner completing all the requirements, in a manner acceptable to Staff, prior to final approval.

BACKGROUND:

Mariner Village Subdivision is a platted, 300-lot subdivision located west of the intersection of Dog Track Road and South Blue Angel Parkway. U.S. National Housing Limited Partnership, which has an agreement with the U.S. military to provide housing for military and government families, owns all of the lots and common areas within the boundaries of Mariner Village Subdivision. The Final Plat of Mariner Village Subdivision, which included accepting the roads for County maintenance, was accepted by the Board on September 22, 1992. The stormwater drainage system remained privately held. At this time, U.S. National Housing Limited Partnership is requesting that the Board vacate any interest the County has in the road rights-of-way as shown on the plat of said Mariner Village, as recorded in Plat Book 14, at Page 93, of the public records of Escambia County, Florida, less and except that portion of Carrier Drive located north of Block 19 and Block 20 of said subdivision. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

The boundaries of Mariner Village do not abut the right-of-way of Dog Track Road or Blue Angel Parkway; Mariner Village is accessed by the County-maintained portions of Triad Boulevard, which extends off Blue Angel Parkway, and Carrier Drive, which extends off Dog Track Road. The portion of Carrier Drive which extends off Dog Track Road is also the access for the Lake Cook Estates Subdivision (approximately 100 lots); the Lake Cook Estates Subdivision residents also use the Carrier Drive / Triad Boulevard route to access Blue Angel Parkway. Staff would not support vacating the portion of Carrier Drive between the northeast boundary line of Mariner Village and Dog Track Road.

The petitioners have installed electronic gates at the entrances to Mariner Village at Carrier Drive and Triad Boulevard, but at this time the gates have not been activated.

Staff has significant concerns regarding this vacation, including the possibility that vacating these rights-of-way would deny or limit access through Carrier Drive and Triad Boulevard for the residents and emergency vehicles, all of whom currently have unlimited access. Staff communicated these concerns to U. S. National Housing Limited Partnership, and as a result they provided a letter in which they agreed to provide accessibility to the residents of Lake Cook Estates Subdivision, Emergency Management and School Board personnel by means of gate codes, transponders, passes and any other modifications and/or changes to the access system deemed necessary. U. S. National Housing Limited Partnership has also agreed to install a turnaround area on Triad Boulevard leading to the gate entrance, and to notify all the Lake Cook Estates Subdivision residents of the requested vacation by mail. Staff is asking that Board approval of this request be contingent upon the petitioner completing all the requirements, in a manner acceptable to Staff, prior to final approval.

There are no encroachment issues involved with this vacation request. All utility companies concerned have been contacted and have requested that utility easements be reserved over the area being vacated, with the understanding that the County will not be responsible for the maintenance of the easements. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the vacation, the necessary documents will be signed and delivered to the Petitioner or Petitioner's agent, who will have them recorded in the public records and will have notices published.

Staff has been in contact with Steve Geci, Geci & Associates Engineers, Inc., as agent for the Petitioner.

Attachments

Petition

Hold Harmless Agreement

Resolution

Adoption

Plat Book 14 Page 93

Access Letter

Aerial Map

**PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,
TO RENOUNCE AND DISCLAIM ANY RIGHT
OF THE COUNTY AND THE PUBLIC
IN AND TO SAID LANDS.**

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as the roads named Carrier Drive, Triad Boulevard, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, and Hornet Court in Escambia County, Florida, a copy of the map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, U.S. National Housing Limited Partnership, presently owns an interest in all of the real property which adjoins said public road rights-of-way. Said public road rights-of-way being more particularly described as follows: the roads named Carrier Drive, Triad Boulevard, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court, and all other public road rights-of-way, if any, lying within the area described by the property legal description contained in Exhibit B.
2. That the Petitioner, U.S. National Housing Limited Partnership, desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 29 Township 2 South Range 31 West and recorded in the public records of Escambia County, Florida.
3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner requests that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

U.S. National Housing Limited Partnership

By: U.S National Management Corp., General Partner



Richard W. Fischer, President

531 Carrier Drive
Pensacola, Florida 32506
850-457-0186

Steve Geci, Geci & Associates Engineers, Inc.
Agent's Name

850-432-2929
Agent's Phone Number

November 9, 2010
Date

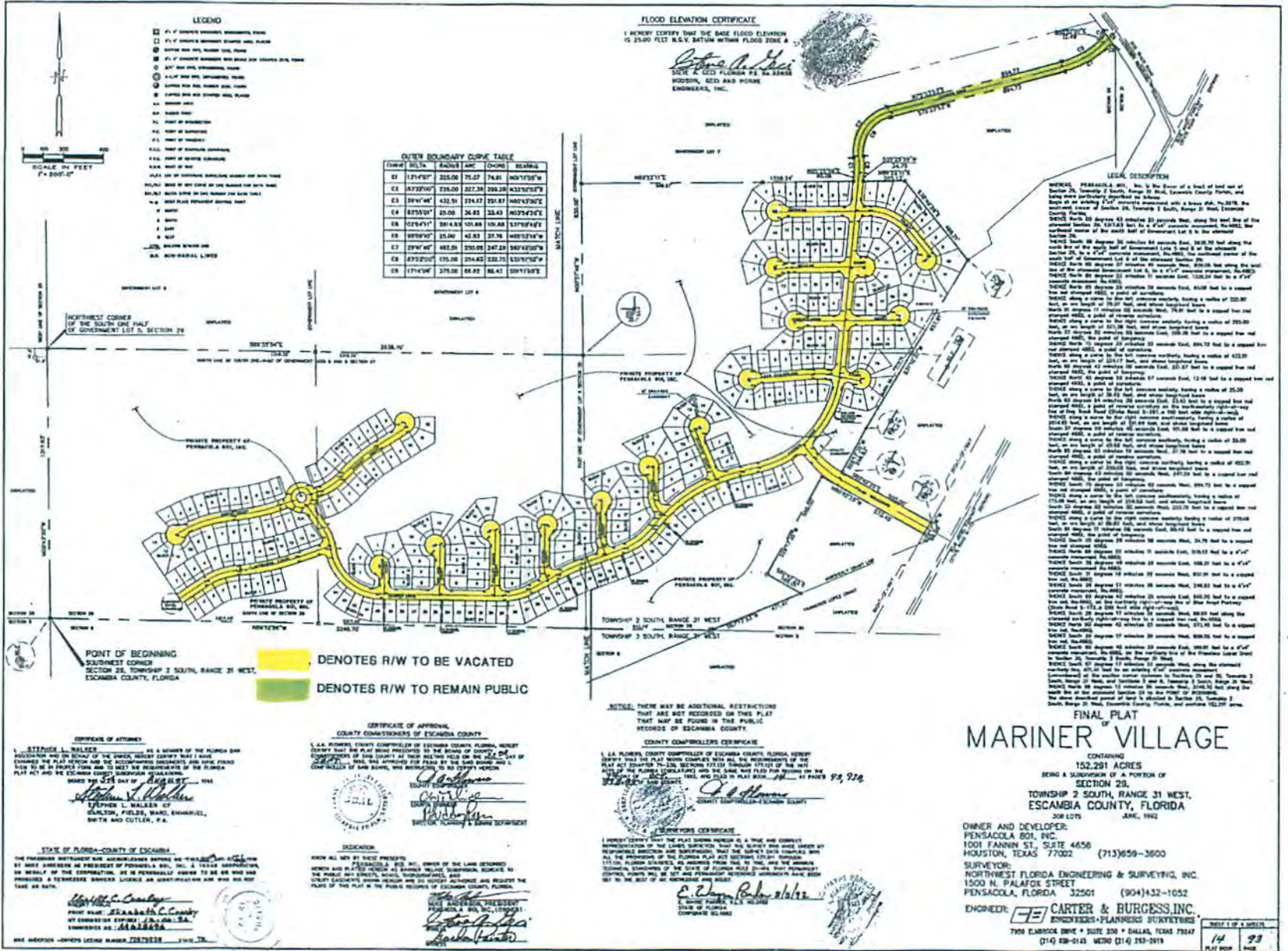


EXHIBIT A

Exhibit "B"
Legal Description

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

HOLD/HARMLESS AGREEMENT

WHEREAS, U. S. National Housing Limited Partnership hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

2. Petitioner(s), hereby covenant(s) and agree(s) that U. S. National Housing Limited Partnership has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be completely denied ingress/egress or access to their property by the vacation of

the public rights-of-way which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Kelly Webb
Witness
Kelly Webb
Print or type name
Anthony Scichilone
Witness
Anthony Scichilone
Print or type name

U. S. National Housing Limited Partnership

Corporation or Company Name

[Signature]
Petitioner(s)
Richard W. Fischer
Print or type name(s)
Title: President
Date: October 30, 2012

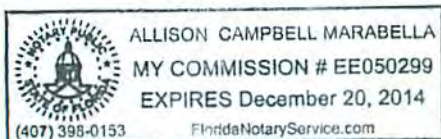
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of October, 2012, by Richard W Fischer as President of U.S. National Housing Limited Partnership. He/She is () personally known to me, () produced current Florida/Other _____ driver's license as identification, and/or () produced current _____ as identification.

Allison Campbell Marabella
Notary Public

Allison Campbell Marabella
(Notary Seal must be affixed) Print or type name

Commission Expires: EE050299
Commission Number: 12-20-2014



RESOLUTION NUMBER R _____ - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, U. S. National Housing Limited Partnership has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), U. S. National Housing Limited Partnership, has caused to be published on _____, A.D., 2012, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held on November 15, 2012 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.
2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed. Provided, however, that the adoption and approval of this resolution by the Board of county Commissioners is conditioned on the vacated area remaining subject to a utility easement, with the understanding that the County will not be responsible for the maintenance of the easement.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Gene M. Valention, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

NOTICE IS HEREBY GIVEN that on November 15, 2012, A.D., 2012, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

All road rights-of-way shown on the Final Plat of Mariner Village Subdivision as recorded in Plat Book 14, at page 93 in Escambia County, Florida consisting of; Triad Boulevard, Carrier Drive, American Court, Belleau Wood Court, Constellation Court, Lake Champlain Court, Intrepid Court, Boxer Court, Guadal Canal Court, Inchon Court, Valley Forge Court, Iwo Jima Court, Oriskany Court, Kersarge Drive, Saipan Court, Hornet Court. Less and except that portion of Carrier Drive located north of Block 19 and 20 serving Lake Cook Subdivision.

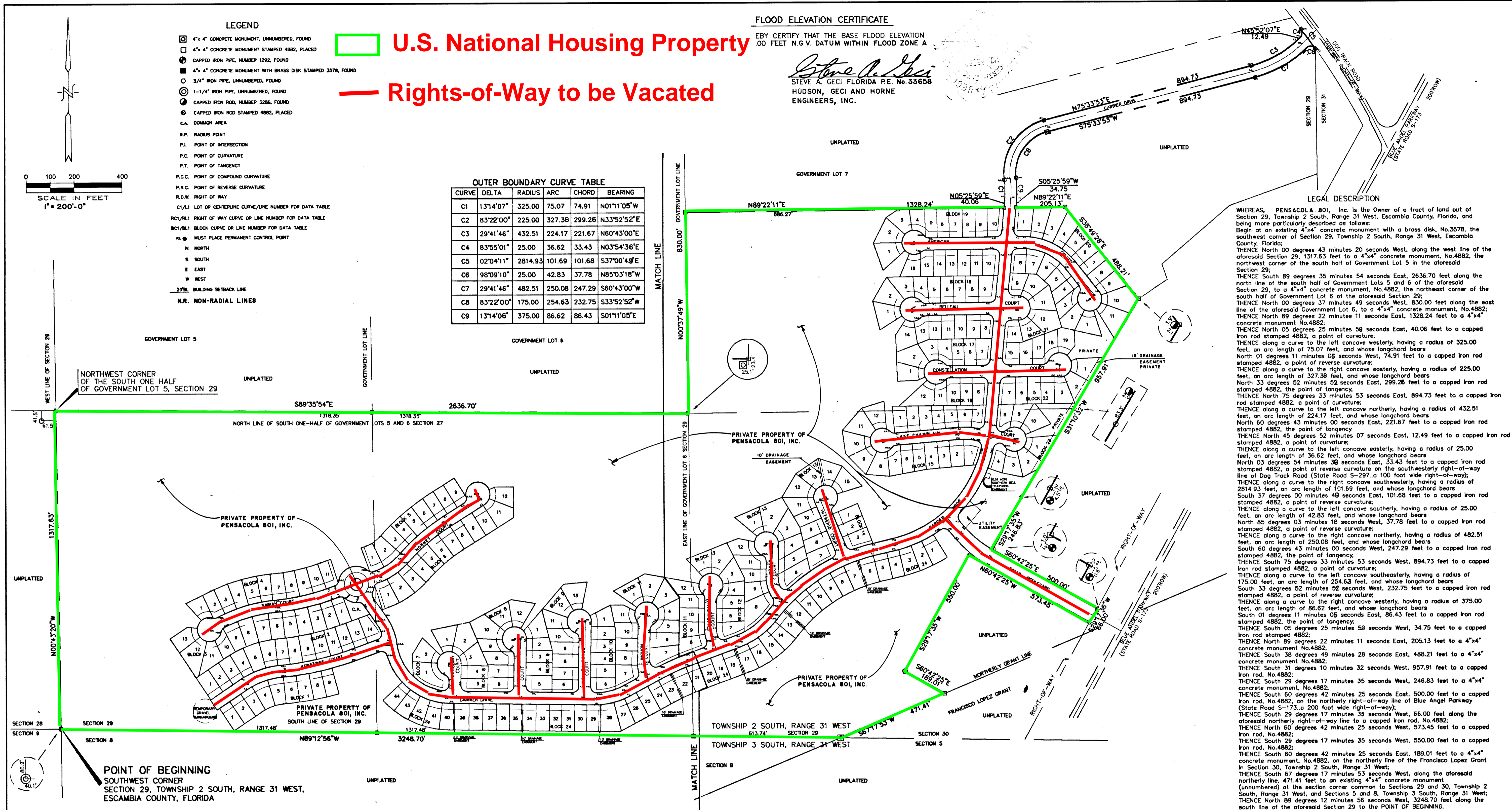
and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____ day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

FINAL PLAT MARINER VILLAGE SUBDIVISION / PLAT BOOK 14 PAGE 93

PB 14 PG 93



CERTIFICATE OF ATTORNEY

I, STEPHEN L. WALKER, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY SUBDIVISION REGULATIONS.

SIGNED THIS 5th DAY OF August, 1992.

Stephen L. Walker
STEPHEN L. WALKER OF
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH AND CUTLER, P.A.

STATE OF FLORIDA—COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF July, 1992 BY MIKE ANDERSON AS PRESIDENT OF PENSACOLA 801, INC. A TEXAS CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED A TENNESSEE DRIVERS LICENSE AS IDENTIFICATION AND WHO DID NOT TAKE AN OATH.

Elizabeth C. Cranley
PRINT NAME: Elizabeth C. Cranley
MY COMMISSION EXPIRES: 12-06-92
COMMISSION NO.: AA628696

MIKE ANDERSON—DRIVERS LICENSE NUMBER 72879228 STATE, TN.

CERTIFICATE OF APPROVAL
COUNTY COMMISSIONERS OF ESCAMBIA COUNTY

I, J.A. FLOWERS, COUNTY COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 22nd DAY OF SEPT, 1992, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, COMPTROLLER OF SAID BOARD, WAS INSTRUCTED TO SO CERTIFY HEREOF.

J.A. Flowers
COUNTY COMPTROLLER

Charles
COUNTY ENGINEER

Director, Planning & Zoning Department
DIRECTOR, PLANNING & ZONING DEPARTMENT

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: PENSACOLA 801, INC., OWNER OF THE LAND DESCRIBED HEREIN AND PLATTED HEREON AS MARINER VILLAGE SUBDIVISION, DEDICATE TO THE PUBLIC ANY STREETS, ROADS, THOROUGHFARES, AND UTILITY EASEMENTS SHOWN HEREON AND DO HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Mike Anderson
MIKE ANDERSON, PRESIDENT
PENSACOLA 801, INC. (OWNER)

Steve A. Geci
STEVE A. GECI, FLORIDA P.E. NO. 33658
HUDSON, GECI AND HORNE
ENGINEERS, INC.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

COUNTY COMPTROLLERS CERTIFICATE

I, J.A. FLOWERS, COUNTY COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT WITHIN COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 71-330, SECTIONS 177.151 THROUGH 177.121 OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE 14th DAY OF Oct, 1992, AND FILED IN PLAT BOOK 14 AT PAGES 93, 93A, 93B-93C OF SAID COUNTY.

J.A. Flowers
COUNTY COMPTROLLER—ESCAMBIA COUNTY

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT SECTIONS 177.011 THROUGH 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, AND THE MINIMUM TECHNICAL STANDARDS OF THE STATE OF FLORIDA RULE 21-116; THAT PERMANENT CONTROL POINTS WILL BE SET AND PERMANENT REFERENCE MONUMENTS HAVE BEEN SET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

E. Wayne Parmer 8/5/92
E. WAYNE PARMER, R.L.S. NO. 3683
STATE OF FLORIDA
CORPORATE NO. 4882

FINAL PLAT OF MARINER VILLAGE

CONTAINING 152.291 ACRES
BEING A SUBDIVISION OF A PORTION OF SECTION 29,
TOWNSHIP 2 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
300 LOTS JUNE, 1992

OWNER AND DEVELOPER:
PENSACOLA 801, INC.
1001 FANNIN ST., SUITE 4656
HOUSTON, TEXAS 77002 (713)659-3600

SURVEYOR:
NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.
1500 N. PALAFOX STREET
PENSACOLA, FLORIDA 32501 (904)432-1052

ENGINEER: **CARTER & BURGESS, INC.**
ENGINEERS-PLANNERS SURVEYORS
7950 ELMBROOK DRIVE • SUITE 250 • DALLAS, TEXAS 75247
(214) 638-0145 METRO (214) 263-2019

SHEET 1 OF 4 SHEETS
14 93
PLAT BOOK PAGE
JOB NO. 913070010
FILE NO. 01-


MARINER VILLAGE
H O M E S C O R P O R A T I O N

May 29th, 2012

Ms. Joy Blackmon, PE
Escambia County Engineer
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32501

RE: Mariner Village Subdivision
Proposed Right-of-Way Vacation

Dear Ms Blackmon:

This is to provide the requested assurance that all Emergency Management Services (police, ambulance, fire, etc), utility providers, and School Board Transportation will receive gate codes/transponders/passes and any subsequent modifications/changes to the access system, if a locking mechanism is installed on the roadway access gates at Mariner Village Subdivision.

Please let our representative Steve Geci knowl if you need any additional information and we will be happy to comply. Thank you for assisting in our request to vacate the Right-of-Ways at Mariner Village.

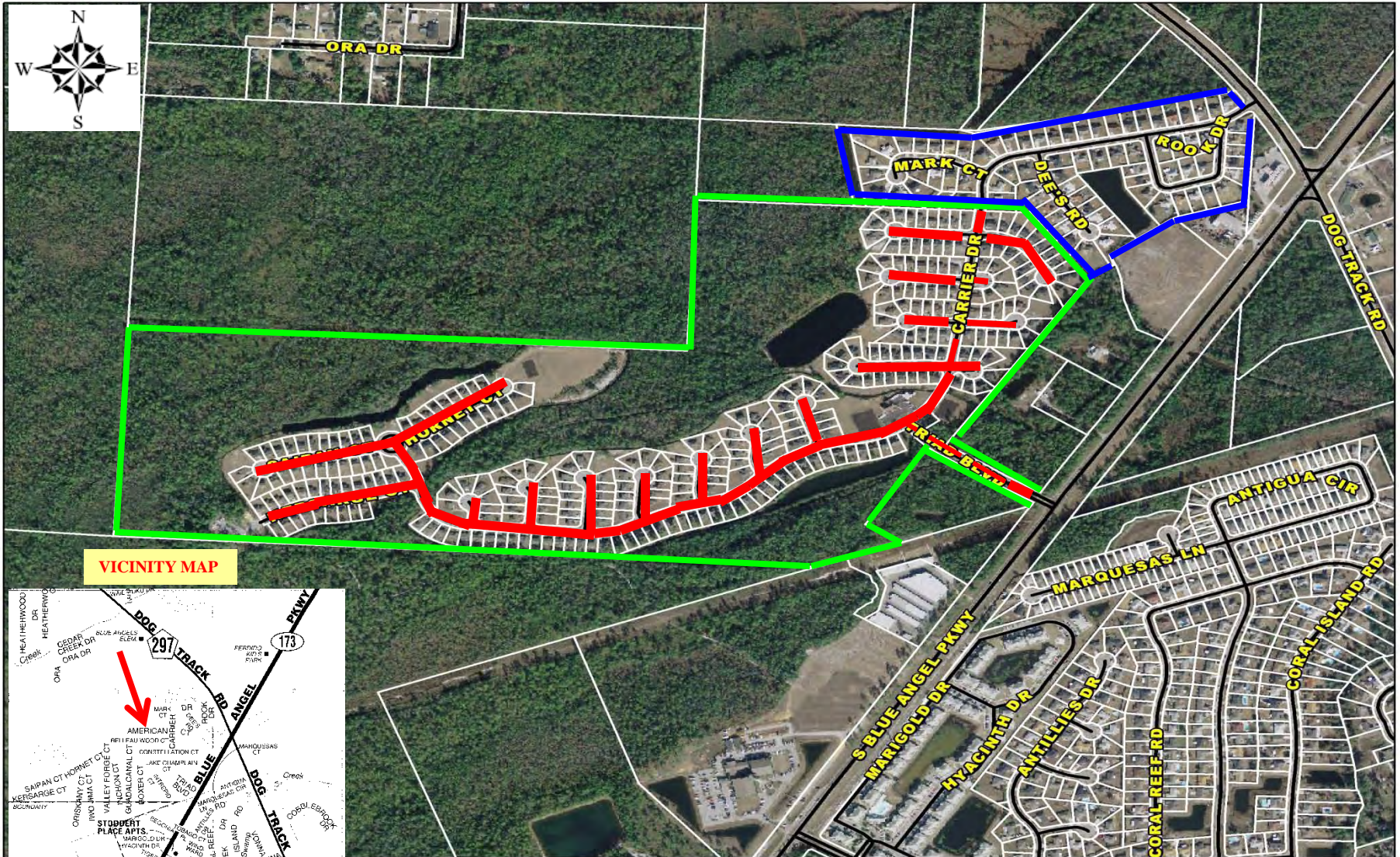
Sincerely,






Gregg D. Renkes
Secretary/General Counsel
U.S. National Housing L.P. / Mariner Village Homes Corporation

PROPOSED VACATION OF ROADS IN MARINER VILLAGE SUBDIVISION

Petitioner: U.S. National Housing Limited Partnership



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 9/25/12 DISTRICT 1

-  Proposed Vacation of Roads in Mariner Village Subdivision
-  U.S. National Housing Limited Partnership Property
-  Lake Cook Estates S/D's / Approximately 100 Lots



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3576

Public Hearings 15.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: 5:34 p.m. Public Hearing - Adoption of a Resolution Concerning Library MSTU

From: Ryan E. Ross, Esq.

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting a Resolution amending the Library MSTU geographical area.

Recommendation: That the Board adopt a Resolution amending the geographical area of the Library Municipal Services Taxing Unit (MSTU) to allow inclusion of municipalities.

BACKGROUND:

During its November 8th and November 15th Board of County Commissioners meetings, the Board indicated an interest in including the City of Pensacola and the Town of Century within the Library MSTU. The assesment associated with the MSTU would be assessed during the 2013/2014 budget process.

BUDGETARY IMPACT:

Unknown until the 2013/2014 budget process has taken place.

LEGAL CONSIDERATIONS/SIGN-OFF:

The resolution was prepared by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution with Exhibits

RESOLUTION R2012 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO PRIOR RESOLUTIONS ESTABLISHING A MUNICIPAL SERVICES TAXING UNIT FOR LIBRARY SERVICES; EXPANDING THE GEOGRAPHICAL SCOPE OF THE MUNICIPAL SERVICES TAXING UNIT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 22, 1994, the Escambia County Board of County Commissioners adopted a resolution that created the Municipal Services Taxing Unit for Library Services ("Library Services MSTU") (attached as Exhibit "A"); and

WHEREAS, on July 28, 1994, the Board of County Commissioners amended the March 22, 1994 Resolution by defining the geographical scope of the Library Services MSTU as being coterminous with all of the unincorporated areas of Escambia County (attached as Exhibit "B"); and

WHEREAS, the Board of County Commissioners finds that it is necessary to utilize the established Library Services MSTU as a dedicated funding source for library services in both the unincorporated and incorporated areas of Escambia County; and

WHEREAS, the Board of County Commissioners accordingly seeks to amend the March 22, 1994 Resolution, as amended by the July 28, 1994 Resolution, by expanding the geographical scope of the Library Services MSTU to include any incorporated municipalities located within Escambia County that elect to join the Library Services MSTU by ordinance.

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

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this Resolution.

SECTION 2. **EXPANSION OF GEOGRAPHICAL SCOPE.**

Section 2 of the July 28, 1994 Resolution is hereby amended to read as follows:

“Section 2. The boundaries of the Municipal Service Taxing Unit for Library Services shall be coterminous with all of the unincorporated areas of Escambia County, Florida and with all incorporated municipalities located within Escambia County that elect to join the Library Services MSTU by ordinance.”

SECTION 3. **EFFECTIVE DATE.**

This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: _____

Title: ASST. COUNTY ATTORNEY

Date: Nov. 20, 2012

COMMITMENT TO INFORM THE PUBLIC OF THE REVENUE AND THE METHOD TO DETERMINE THE AMOUNT OF FUNDS FOR THE SERVICE.

P. 28

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[Document #: 1994000592 Book/Page: 0164/0032]

THE BOARD ADOPTED A RESOLUTION ESTABLISHING A MUNICIPAL SERVICES TAXING UNIT (MSTU) FOR THE PURPOSE OF FUNDING COMMUNITY SERVICES DELIVERED WITHIN THE UNINCORPORATED AREA OF THE COUNTY, AS FOLLOWS:

- A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE BUDGET FOR THE MUNICIPAL SERVICES TAXING UNIT FOR THE FISCAL YEAR 1994-1995; ESTABLISHING THE PURPOSE AND PROVIDING FOR AN EFFECTIVE DATE. SEE AMENDING RESOLUTION ON FOR INFORMATION: THE BOARD: 7/28/94, PAGE 6 OF RESUME
- A. HEARD THE REQUEST OF COMMISSIONER LEE THAT HE BE PROVIDED WITH A LIST OF ALL COMMUNITY SERVICE ORGANIZATIONS TO BE FUNDED BY THE MSTU;
- B. HEARD THE REQUEST OF COMMISSIONER LEE THAT HE BE PROVIDED WITH AN ESTIMATE OF THE APPROX. YEARLY COST TO HOMEOWNERS FOR THE MSTU; AND
- C. HEARD THE SUGGESTION OF COMMISSIONER LEE THAT THE BOARD MAKE THE COMMITMENT TO INFORM THE PUBLIC OF THE REVENUE AND THE METHOD TO DETERMINE THE AMOUNT OF FUNDS FOR EACH SERVICE. P. 27

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[Document #: 1994000593 Book/Page: 0164/0032]

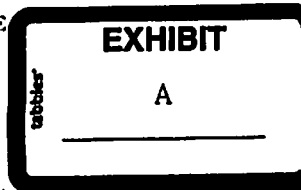
THE BOARD ADOPTED A RESOLUTION ESTABLISHING A MUNICIPAL SERVICES TAXING UNIT (MSTU) FOR THE PURPOSE OF SUPPORTING LIBRARY SERVICES WITHIN THE UNINCORPORATED AREA OF THE COUNTY, AS FOLLOWS:

- A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE BUDGET FOR THE MUNICIPAL SERVICES TAXING UNIT FOR THE FISCAL YEAR 1994-1995; ESTABLISHING THE PURPOSE AND PROVIDING FOR AN EFFECTIVE DATE. SEE AMENDING RESOLUTION ON 7/28/94, PAGE 6 OF RESUME
 - FOR INFORMATION: THE BOARD:
 - A. HEARD THE REQUEST OF COMMISSIONER LEE THAT HE BE PROVIDED WITH AN ESTIMATE OF THE APPROXIMATE YEARLY COST TO HOMEOWNERS FOR THE MSTU TO FUND LIBRARY SERVICES; AND
 - B. HEARD THE SUGGESTION OF COMMISSIONER LEE THAT THE BOARD MAKE THE COMMITMENT TO INFORM THE PUBLIC OF THE REVENUE AND THE METHOD TO DETERMINE THE AMOUNT OF FUNDS FOR THE SERVICE.
- P. 28

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[Document #: 1994000594 Book/Page: 0164/0032]

THE BOARD ADOPTED A RESOLUTION ESTABLISHING A MUNICIPAL SERVICES TAXING UNIT (MSTU) FOR THE PURPOSE OF FUNDING COMMUNITY SERVICES DELIVERED WITHIN THE UNINCORPORATED AREA OF THE COUNTY, AS FOLLOWS:

- A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE BUDGET FOR THE MUNICIPAL SERVICES TAXING UNIT FOR THE FISCAL YEAR 1994-1995; ESTABLISHING THE PURPOSE AND PROVIDING FOR AN EFFECTIVE DATE. SEE AMENDING RESOLUTION ON FOR INFORMATION: THE BOARD: 7/28/94, PAGE 6 OF RESUME
- A. HEARD THE REQUEST OF COMMISSIONER LEE THAT HE BE PROVIDED WITH A LIST OF ALL COMMUNITY SERVICE ORGANIZATIONS TO BE FUNDED BY THE MSTU;
- B. HEARD THE REQUEST OF COMMISSIONER LEE THAT HE BE PROVIDED WITH AN ESTIMATE OF THE APPROX. YEARLY COST TO HOMEOWNERS FOR THE MSTU; AND



RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE BUDGET FOR THE MUNICIPAL SERVICES TAXING UNIT FOR THE FISCAL YEAR 1994-1995; ESTABLISHING THE PURPOSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Board of County Commissioners of Escambia County, Florida, wishes to establish and fix a budget for library services in the unincorporated portion of the county, and,

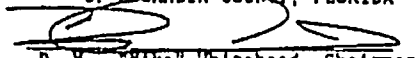
WHEREAS, the funds to be received under the provisions of this Municipal Services Taxing Unit will only be used for the purpose of providing library services,

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

1. There is created a Municipal Services Taxing Unit for Library Services.
2. This Resolution shall take effect immediately upon its adoption.

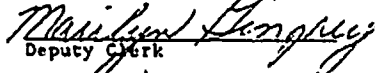
DULY ADOPTED in regular session this 22nd day of March, 1994.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA


D. H. "Mike" Whitehead, Chairman

ATTEST:

JOE A. FLOWERS, COMPTROLLER


Deputy Clerk

ADOPTED: 3/22/94

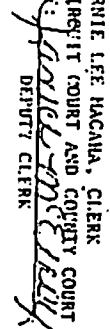
SBHSTU394.1

16

WITNESSE MY HAND AND OFFICIAL SEAL:
DATE: 3/22/1994

CLERK OF CIRCUIT COURT - ESCAMBIA COUNTY - PENSACOLA, FLORIDA
CERTIFICATE OF AUTHENTICITY

THIS IS TO CERTIFY THAT THE MICROFILMOGRAPHS APPEARING ON THIS FILM ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES REPRESENT THE REGULAR COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

ERNIE LEE HACHINA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: 
DEPUTY CLERK

RESOLUTION

A RESOLUTION AMENDING FOR CLARIFICATION A CERTAIN RESOLUTION RELATING TO THE BUDGET FOR THE MUNICIPAL SERVICE TAXING UNIT FOR THE LIBRARY SERVICES FOR THE FISCAL YEAR 1994-1995.

WHEREAS, On September 25, 1979, the Board of County Commissioners of Escambia County adopted a resolution creating the Escambia County General Municipal Service Taxing Unit under the authority of Section 125.01, Florida Statutes (attached as Exhibit "A"); and

WHEREAS, Section 1 thereof, established the boundaries of the Escambia County General Service Taxing Unit to be coterminous with all the unincorporated areas of Escambia County; and

WHEREAS, Section 2 thereof provides that each year the Board of County Commissioners shall determine which, if any, services as set forth therein, it will provide with the funds derived from the tax authorized in that Resolution; and

WHEREAS, On March 22, 1994, the Board of County Commissioners adopted a Resolution creating a Municipal Service Taxing Unit for Library Services (attached as Exhibit "B"); and

WHEREAS, the Board of County Commissioners wishes to clarify the fact that the Library Services is to include all unincorporated areas of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA;

Section 1. All of the above cited "whereas" clauses are hereby incorporated as if fully set forth in the body of this Resolution.

Section 2. The boundaries of the Municipal Service Taxing Unit for Library Services shall be coterminous with all of the unincorporated areas of Escambia County, Florida existing on

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

WITNESS MY HAND AND OFFICIAL SEAL:
DATE: *7/28/94*

ERNIE LEE MACARA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: *Ernie Lee Macara*
DEPUTY CLERK



October 1, 1994.

Section J. This Resolution shall take effect immediately upon its adoption.

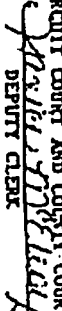
ADOPTED THIS 28TH DAY OF JULY, 1994.

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST: JOE A. FLOWERS,
COMPTROLLER


D. M. "Mike" Whitehead, Chairman

BY: 
Deputy Clerk

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY • PENSACOLA, FLORIDA
CERTIFICATE OF AUTHENTICITY
THIS IS TO CERTIFY THAT THE MICROBOTOGRAPHS APPEARING ON THIS FILE ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.
WITNESS MY HAND AND OFFICIAL SEAL:
DATE: 10/1/94
ERIN LEE MACARA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: 
DEPUTY CLERK

SERVICE TAXING UNIT

BCC MINUTES - PK 166 PG 1635
7/28/94 EX "B-1" PG 3 OF 7

WHEREAS, Article VII, Section 1(h) of the Florida Constitution prohibits the taxation of property situated within municipalities for services which such municipal property receives no real and substantial benefit; and

69 PAGE 421

WHEREAS, the Board of County Commissioners of Escambia County desires to reserve the legislative home rule flexibility to equalize the tax burden between municipal and unincorporated areas for services provided regardless of the provisions of said Article VII, Section 1(h); and

WHEREAS, Chapter 75-63, Laws of Florida, 1975, clarifies the power of a non-charter county to levy ad valorem taxes within the constitutional limits fixed for municipal purposes within a municipal service taxing unit created under Section 125.01 (1) (q), Florida Statutes;

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. General Municipal Service Taxing Units: There is hereby created the Escambia County General Municipal Service Taxing Unit under the authority of Section 125.01, Florida Statutes. The boundaries of said municipal service taxing unit shall be coterminous with all the unincorporated areas of Escambia County existing on October 1, 1979, and on the 1st day of October of each year thereafter.

Section 2. Determination of Cost of Service: Said municipal service taxing unit is created for the purpose of providing fire protection, law enforcement, beach erosion control, recreation service and facilities, water, streets, sidewalks, street lighting, garbage and trash collection and disposal, drainage, transportation, and other essential facilities and municipal services. The Board of County Commissioners of Escambia County, within its legislative discretion, shall determine each year which, if any, of such essential facilities and municipal services it will provide with the funds derived from the tax authorized in this resolution. The determination to provide a number of such essential facilities and municipal services with the funds derived from the tax authorized in this resolution shall include an estimation of the cost of providing such essential facilities and

EXHIBIT

IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

WITNESS MY HAND AND OFFICIAL SEAL:
DATE: *December 11, 1994*
ERNIE LEE HAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: *Patricia M. Kelly*
DEPUTY CLERK

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILE ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

WITNESS MY HAND AND OFFICIAL SEAL:
DATE: September 21, 1979

ERNIE LEE MACANA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: Frank McCreary
DEPUTY CLERK

BCC MINUTES - BK 166
7/28/94 EX -B-1" PG 4 OF 7
PG 1636

municipal services so determined including capital and equipment improvements, rentals and acquisitions and operating and maintenance costs and expenses, for the ensuing County fiscal year within the boundaries of said taxing unit. 1304 69 page 42
b:1

Section 3. Levy of Taxes; Adoption of Budget: The Board of County Commissioners of Escambia County, Florida, hereby authorizes the levy of a tax not to exceed the millage authorized by law on all the taxable real and tangible personal property within said Escambia County General Municipal Service Taxing Unit created under the provisions of this Resolution for the purpose of providing such essential facilities and municipal services. Said tax shall be levied and a budget prepared and adopted by said Board at the same time and in the same manner as said Board prepares and adopts its county annual budget and levies taxes as provided by law. Said taxes shall be assessed, levied, collected, remitted to and accounted for at the time and in the manner as the assessment, levy, collection, remittance and accountability of taxes by said Board as provided by law. Said budget shall contain all or such portion of the estimated cost of providing such essential facilities and municipal services within the boundaries of said taxing unit as said Board shall determine to be necessary and appropriate to provide, with the funds derived from the tax authorized in this Resolution.

Section 4. Disposition of Proceeds from Levy of Taxes: Those funds obtained from the levy of a tax on all the taxable real and tangible personal property within the boundaries of said taxing unit shall be maintained in a separate account and used solely for the purpose of providing such essential facilities and municipal services as determined to be appropriate by the Board of County Commissioners of Escambia County within the boundaries of said taxing unit.

DONE AND ENTERED this the 25th day of September, 1979.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BCC MINUTES - BK 166 PG 1637
7/28/94 EX "B-1" PG 5 OF 7

69 SEP 22

I, Joe A. Flowers, Comptroller and ex-officio Clerk to the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of a resolution as the same was duly adopted and passed at a special meeting of the Board of the 25th day of September, 1979, and as the same appears on record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of September, 1979.

Joe A. Flowers
JOE A. FLOWERS, COUNTY COMPTROLLER
AND EX-OFFICIO CLERK TO THE BOARD
OF COUNTY COMMISSIONERS



THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILM ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

ERIN LEE MACARA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY *Erin Lee Macara*
DEPUTY CLERK

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE BUDGET FOR THE MUNICIPAL SERVICES TAXING UNIT FOR THE FISCAL YEAR 1994-1995; ESTABLISHING THE PURPOSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Board of County Commissioners of Escambia County, Florida, wishes to establish and fix a budget for allocation of funds to Community Service Organizations for services delivered in the unincorporated area of the county, and,

WHEREAS, the funds to be received under the provisions of this Municipal Service Taxing Unit will only be used for the purpose of providing social services.

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

1. There be created a Municipal Services Taxing Unit for Community Service Organizations.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 22nd day of March, 1994.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA


D. H. "Mike" Whitehead, Chairman

ATTEST:

JOE A. FLOWERS, COMPTROLLER


Deputy Clerk

ADOPTED: 3/22/94

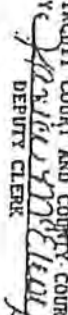
SBHSTU394-2



15

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILE ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

WITNESS MY HAND AND OFFICIAL SEAL:
DATE: *March 22, 1994*

ERNIE LEE HARRIS, CLERK
CIRCUIT COURT AND COUNTY COURT
BY 
DEPUTY CLERK

3

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, JOE A. FLOWERS, COMPTROLLER, and ex-officio Clerk to the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of a Resolution as the same was duly adopted and passed at a Regular Meeting of the Board held on the 22nd day of March, 1994, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 28th day of July, 1994.

JOE A. FLOWERS, COMPTROLLER
AND EX-OFFICIO CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: *Mildred Hargreaves*
Deputy Clerk

(S E A L)

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILM ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

WITNESS MY HAND AND OFFICIAL SEAL:
DATE: *December 11, 1994*

EMILIE LEE NAGARA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: *Emilie Lee Nagara*
DEPUTY CLERK



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-3577

16. 1.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Acceptance of Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Payroll Expenditures for Pay Date November 21, 2012, in the amount of \$2,283,259.03; and

B. The following three Disbursement of Funds:

(1) November 8, 2012, to November 14, 2012, in the amount of \$ 545,625.76;

(2) November 15, 2012, to November 21, 2012, in the amount of \$12,552,172.49; and

(3) November 22, 2012, to November 28, 2012, in the amount of \$1,526,967.44.

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
 Disbursement of Funds From:

11/08/12 to 11/14/12

DISBURSEMENTS

Computer check run of:

<hr/>		\$ <u>0.00</u>
L-Vendor		\$ <u>477,883.29</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims		\$ <u>58,804.64</u>
Credit Card Purchases		\$ <u>8,937.83</u>

Total Disbursement by Wire

\$ 67,742.47

TOTAL DISBURSEMENTS

\$ 545,625.76

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

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

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2012 NOV 16 A 8:49
 THE BOARD OF
 COUNTY COMMISSIONERS



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

11/15/12 to 11/21/12

DISBURSEMENTS

Computer check run of:

<u>11/15/12 & 11/21/12</u>	\$ <u>6,403,491.78</u>
<u>L-Vendor</u>	\$ <u>526,815.53</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>119,127.08</u>
Preferred Governmental Claims	\$ <u>474,448.50</u>
Credit Card Purchases	\$ <u>28,289.60</u>
Investments	\$ <u>5,000,000.00</u>

Total Disbursement by Wire

\$ 5,621,865.18

TOTAL DISBURSEMENTS

\$ 12,552,172.49

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 NOV 27 A 8:16
 CLERK OF THE BOARD OF
 ESCAMBIA COUNTY, FL
 ERNIE LEE MAGAHA



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:

11/22/12 to 11/28/12

DISBURSEMENTS

Computer check run of:	<u>11/28/12</u>	\$ <u>1,526,967.44</u>
	<u>L-Vendor</u>	\$ <u>0.00</u>
Hand-Typed Checks/ACH Checks:		\$ <u>0.00</u>
Disbursement By Wire:		\$ <u>0.00</u>
Total Disbursement by Wire		\$ <u>0.00</u>
TOTAL DISBURSEMENTS		\$ <u><u>1,526,967.44</u></u>

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 NOV 29 A 8:37
 CLERK'S 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
 Payroll Expenditures of the
 Board of County Commissioners

Pay Date: November 21, 2012

Check No:	\$0.00
Direct Deposits:	\$1,209,018.21
Total Deductions and Matching Costs:	\$1,074,240.82
Total Expenditures:	\$2,283,259.03

2012 NOV 20 A 9:04
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL



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-3598

Clerk & Comptroller's Report 16. 2.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Disposition of Records

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Disposition of Records

That the Board take the following action concerning disposition of records:

A. Approve Records Disposition Document No. 507, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 482 through 484), for the period January 5, 2012, through April 17, 2012, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed; and

B. Approve Records Disposition Document No. 508, for disposition of Board of County Commissioners' records, Item 4a, Minutes: Official Meetings (Audio/Visual Recording), for the period August 3, 1988, through September 7, 2006, in accordance with State Retention Schedule GS1.

Attachments

Disposition Doc No. 507

Disposition Doc No. 508

RECORDS DISPOSITION DOCUMENT

NO. 507

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT AND COMPTROLLER
 190 GOVERNMENTAL CENTER
 PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

JANICE MCELROY
 ARCHIVES AND RECORDS DIVISION
 (CLERK TO THE BOARD)
 (850) 595 - 4149 Ext.

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

- a. Destruction b. Microfilming and Destruction c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

ERNIE LEE MAGAHA

Escambia County Florida Clerk of the Circuit Court & Comptroller

Signature

Name and Title

Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition <u>Action and</u> <u>Date</u> Completed After Authorization
GS1	32a	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 482 through 484)		1/5/2012 - 4/17/2012	3.0	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer

Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature

Date

Name and Title

Witness

RECORDS DISPOSITION DOCUMENT

NO. 508

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
190 GOVERNMENTAL CENTER
PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

JANICE MCELROY
ARCHIVES AND RECORDS DIVISION
(CLERK TO THE BOARD)
(850) 595 - 4149 Ext.

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

a. Destruction b. Microfilming and Destruction c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

ERNIE LEE MAGAHA

Escambia County Florida Clerk of the Circuit Court & Comptroller

Signature

Name and Title

Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	4a	MINUTES: OFFICIAL MEETINGS (AUDIO/VISUAL RECORDING)		8/3/1988 - 9/7/2006	19.5	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer

Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature

Date

Name and Title

Witness



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-3578

16. 3.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Acceptance of Documents

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. A certified copy of the *Interlocal Agreement Relating to Establishment of the Gulf Consortium*, as executed by Bay, Charlotte, Citrus, Dixie, Escambia, Gulf, Hernando, Hillsborough, Jefferson, Lee, Levy, Manatee, Monroe, Okaloosa, Pasco, Pinellas, Santa Rosa, Sarasota, Taylor, Wakulla, and Walton Counties, recorded in the Official Records of Leon County, Florida, at Book 4432, Pages 105 through 146, on October 19, 2012, provided to the County Attorney's Office by Mark T. Mustian and Sarah M. Bleakley, Nabors Giblin & Nickerson, P.A., Attorneys at Law, and received in the Clerk to the Board's Office on November 1, 2012; and

B. The original *Modification to Subgrant Agreement Between the Division of Emergency Management and Escambia County Board of County Commissioners*, Modification Number Three to Agreement Number: 10HM-28-01-27-01-001, as executed by the Chairman on October 3, 2012, based on the Board's action of July 9, 2009, approving the Federally Funded Subgrant Agreement for the Maplewoods Drainage Project, and received in the Clerk to the Board's Office on October 31, 2012.

Background:

Concerning Item A: On October 18, 2012, the Board ratified the *Interlocal Agreement Relating to Establishment of the Gulf Consortium*. The *Interlocal Agreement*, which included the signature pages for all parties to the Agreement, was recorded in the Public Records of Leon County on October 19, 2012.

Attachments

CR I-3

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

7. Taking the following action regarding the *Memorandum of Understanding between Escambia County and Hillcrest Baptist Church to Provide Emergency Volunteer Reception Center Operational Services*:

- A. Approving the Memorandum of Understanding (MOU), which establishes a relationship between the two parties, defines the professional conduct, and financial and operational responsibilities with respect to the operations of a Volunteer Reception Center that may be mobilized during times of disaster to coordinate volunteers seeking to assist the citizens of Escambia County in recovery efforts post-disaster impact; and
- B. Authorizing the Chairman or Vice Chairman to execute the MOU and all related documents as required to implement the MOU.

8. Taking the following action concerning the Gulf Consortium Formation:

- A. Ratifying the Interlocal Agreement relating to the establishment of the Gulf Consortium;
- B. Approving the appointment of Commissioner Grover C. Robinson IV as Escambia County's Representative and Commissioner Gene M. Valentino as the Alternate Representative to the Gulf Consortium; and
- C. Ratifying the Chairman's signature (*on*) and adopting the Resolution (*R2012-144*) authorizing the Gulf Consortium to act on behalf of Escambia County in implementing the RESTORE Act (Resources and Ecosystems Sustainability, Tourism, Opportunities, and Revived Economy of the Gulf Coast Act of 2011), in accordance with the Interlocal Agreement.



TALLAHASSEE

Suite 200
1500 Mahan Drive
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

FORT LAUDERDALE

208 S.E. Sixth Street
Fort Lauderdale, Florida 33301
(954) 525-8000 Tel
(954) 525-8331 Fax

Nabors
Giblin &
Nickerson P.A.
ATTORNEYS AT LAW

FORT MYERS

Building 83, Suite 2
12731 World Plaza Lane
Fort Myers, Florida 33907
(239) 288-4027 Tel
(239) 288-4057 Fax

TAMPA

Suite 1060
2502 Rocky Point Drive
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

October 26, 2012

Alison P. Rogers
Escambia County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Re: Gulf Consortium

Dear Ms. ^{Alison}Rogers:

Enclosed for the County's records, please find a certified copy of the Interlocal Agreement Relating to Establishment of the Gulf Consortium as recorded in the Public Records of Leon County on October 19, 2012.

We look forward to working with you as the Gulf Consortium begins its work.

Sincerely yours,



Mark T. Mustian
Sarah M. Bleakley

:sb

Enclosure

2012 NOV - 1 P 1:55
SUBMITTED TO THE BOARD OF
COUNTY COMMISSIONERS
JULIA S. GIBLIN, COUNTY
CLERK ESCAMBIA COUNTY, FL

COUNTY ATTORNEYS OFFICE

31 OCT 2012

PM03:12

EXECUTION COPY

**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM**

Dated as of September 19, 2012

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**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
GULF CONSORTIUM**

THIS INTERLOCAL AGREEMENT, dated as of September 19, 2012 (the "Interlocal Agreement"), is jointly entered into by the counties which are signatory hereto (collectively, the "Consortium Members"), each of which are political subdivisions or other government agencies of the State of Florida and constitute a "public agency" as that term is defined by Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), and such other public agencies as are added as additional Consortium Members as provided in Section 3.01 hereof.

WITNESSETH:

WHEREAS, each of the initial Consortium Members are political subdivisions of the State of Florida and have all powers of self-government pursuant to their home rule powers and express grants of authority provided by general law, including, but not limited to, those powers granted under Chapter 125, Florida Statutes; and

WHEREAS, all Consortium Members are public agencies of the State of Florida, within the meaning of Part I of Chapter 163, Florida Statutes (the "Interlocal Act"); and

WHEREAS, the Consortium Members, as public agencies under the Interlocal Act, may enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Consortium Members share in common and which each might exercise separately. The joint exercise of this authority permits the Consortium Members to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual benefit and, pursuant to this authority, to form a governmental entity that will best serve the needs of such Consortium Members and their citizens; and

WHEREAS, the Interlocal Act authorizes the Consortium Members to enter into an interlocal agreement for the purposes of creating a separate legal entity for the purpose of the joint exercise of the common powers of the Consortium Members; and

WHEREAS, the United States Congress approved, and the President signed into law, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "RESTORE Act"), which established potential funding sources for various purposes which will enhance and benefit the Gulf Coast area. Such funding sources are to be derived from administrative and civil penalties from responsible parties in connection with the explosion on and sinking of the mobile offshore drilling unit Deepwater Horizon; and

WHEREAS, the initial Consortium Members are counties which were impacted by the Deepwater Horizon event and the provisions of the RESTORE Act are applicable to it; and

WHEREAS, under the provisions of the RESTORE Act, a Trust Fund (the "Trust Fund") is established through which funding is available for various projects, improvements, development and environmental mitigation within the Gulf Coast regions; and

WHEREAS, the Consortium Members have determined that it is in their best interests to create a legal entity to join together for the purposes of implementing the consortia of local political subdivisions contemplated by the RESTORE Act, for the purposes of the development of the plan for the expenditure of the oil spill restoration impact allocation and to jointly serve the interests of the Consortium Members; and

WHEREAS, the Consortium Members seek to jointly exercise their power to consider and promote proposals to be funded through the Trust Fund and to seek on behalf of the Consortium and its members the funding of eligible projects within their respective areas; and

WHEREAS, the Consortium Members seek to join together to arrive at mutually beneficial projects, programs and improvements which will enhance the ecosystems and economy of the Consortium Members and to collectively fulfill their responsibilities under the RESTORE Act to develop a plan for expenditure of certain funds within the Trust Fund.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and among the Consortium Members that now or may hereafter execute this Interlocal Agreement, that the "Gulf Consortium," is a legal entity, public body and a unit of local government with all of the privileges, benefits, powers and

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"Act" shall mean, with respect to Consortium Members that are Affected Counties, the "Home Rule" powers and all provisions of general law granting powers and authority to each such Consortium Member, including, but not limited to, Chapter 125, Florida Statutes, the Interlocal Act, and other applicable provisions of law, and to other Consortium Members, all provisions of general law granting powers and authority to such Consortium Member, including the Interlocal Act.

"Affected County" shall mean any of the 23 Florida counties with frontage on the Gulf of Mexico.

"Consortium Members" shall mean the member or members of the Consortium, from time to time, as shall be provided for by this Interlocal Agreement.

"Board" shall mean the governing board of the Consortium, consisting of the Directors appointed hereunder.

"Consortium" shall mean the Gulf Consortium, a legal entity and public body, created pursuant to the provisions of the Interlocal Act and by this Interlocal Agreement.

"Director" shall mean that individual appointed by each Consortium Member in accordance with the provisions hereof to serve as part of the Board.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

"Manager" shall mean the individual or entity selected and engaged by the Board to provide administrative functions of the Consortium.

"Interlocal Act" shall mean Part I of Chapter 163, Florida Statutes.

"Interlocal Agreement" shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Public Agencies" shall mean any "public agency", as that term is defined by the Interlocal Act.

"RESTORE Act" shall have the meaning set forth in the preambles hereof.

"State" shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

ARTICLE II

THE CONSORTIUM

SECTION 2.01. CREATION. The Consortium Members hereby jointly create and establish the "Gulf Consortium", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

SECTION 2.02. PURPOSES.

(A) The purpose of this Interlocal Agreement is for the establishment of the Consortium, which will serve as the consortia or establish the consortia of local political subdivisions as contemplated by the RESTORE Act for those counties which are members of the Consortium. The Consortium is intended to assist in or be responsible for, as determined by the Board:

(1) the development of the plan for the expenditure of the Oil Spill Restoration Impact Allocation required by the RESTORE Act;

(2) the preparation and processing of applications or proposals for funding under the competitive program to be processed and administered by the Gulf Coast Ecosystem Restoration Council;

(3) acting as a resource for Consortium Members, to the extent requested by that Member, in the planning, administration and expenditure of that Member's share or portion thereof provided directly to the disproportionately and nondisproportionately impacted counties pursuant to the RESTORE Act upon such terms and conditions agreed to by that Consortium Member and at the sole expense of that Consortium Member; provided, that nothing contained herein is intended to impact the amount or timing of any such distribution provided directly to the disproportionately and nondisproportionately impacted counties;

(4) acting as a resource in the obtaining of additional funding for programs through other available revenue sources, including, but not limited to, those available for the Natural Resource Damage Assessment (NRDA);

(5) acting as an advocate and representing the Consortium Members in the development of federal rules relating to the implementation of the RESTORE Act; and

(6) acting as an advocate for the Consortium Members with executive agencies, the Florida Legislature and the United States government.

(B) It is determined that the creation and organization of the Consortium and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of the State, Consortium Members, affected Public Agencies and their citizens.

(C) It is determined that the Consortium is performing an essential governmental function. All property of the Consortium is and shall in all respects be considered to be public property, and the title to such property, to the extent required, shall be held by the Consortium for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Consortium may deem appropriate.

SECTION 2.03. CONSORTIUM MEMBERS. The Consortium Members shall consist of those Public Agencies set forth below or joined as provided in Article III.

SECTION 2.04. DURATION OF CONSORTIUM. The Consortium shall be in perpetual existence until the earlier of the following occurs:

(A) all revenue within the Trust Fund created pursuant to the RESTORE Act is expended and the program established by the RESTORE Act is dissolved; or

(B) the Consortium is dissolved by the majority vote of its Board.

ARTICLE III

MEMBERSHIP AND REPRESENTATION

SECTION 3.01. MEMBERSHIP.

(A) Membership in the Consortium shall consist of Public Agencies that approve this Interlocal Agreement pursuant to Article III.

(B) The initial Consortium Members shall on the date hereof consist of those counties approving this Interlocal Agreement prior to October 19, 2012.

(C) To the extent permitted by the Interlocal Act and the RESTORE Act, the Consortium may admit any additional Public Agency to membership upon application of such Public Agency, the approval of this Interlocal Agreement by that Public Agency, and the affirmative vote of the majority of all Directors at a duly called meeting of the Board of the Consortium; provided, that any Affected County shall automatically be admitted to membership upon application thereof. This Interlocal Agreement need not be amended in order to admit any Public Agency as a Member of the Consortium; however, any new Consortium Member which is not an Affected County shall be required to evidence its approval of any conditions imposed on its membership by the existing Directors of the Consortium. Approval of the governing bodies of each existing Consortium Member shall not be required for the purpose of admitting a new Consortium Member.

(D) As a precondition to membership in the Consortium, each Consortium Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Consortium. Such new Consortium Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement, as it exists at the time of its approval.

SECTION 3.02. REPRESENTATION.

(A) Each Consortium Member shall appoint one Director to act as its representative on the Board. Each Director shall be an individual who shall be appointed specifically by name or by position. The Consortium Member shall notify the Manager and the Chairman in writing as to the individual designated as their Director.

(B) Directors may be an elected official, appointed official, employee or other designee of a Consortium Member.

SECTION 3.03. ACTION.

(A) The affairs, actions and duties of the Consortium shall be undertaken at a duly called meeting pursuant to Section 3.07 hereof.

(B) At any meeting of the Consortium at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Consortium, except as otherwise provided herein. Except as may be established by the Board with respect to any new Consortium Member which is not an Affected County, each Director is entitled to cast one vote.

(C) A certificate, resolution or instrument authorized by the Board and signed by the Chairman, Vice-Chairman or such other person of the Consortium as may hereafter be designated and authorized by the Board, shall be evidence of the action of the Consortium and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

SECTION 3.04. ELECTION OF OFFICERS. Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Consortium through its Directors shall elect a Chairman, a Vice-Chairman and a Secretary-Treasurer to conduct the meetings of the Board and to perform such other functions as herein provided. Said Chairman, Vice-Chairman and Secretary-Treasurer shall each serve one (1) year terms unless they resign from the Consortium, are removed by the Member they represent, or such officer is otherwise replaced as a Director of the Board. Officers may, if elected by the Directors, serve longer than a one (1) year term.

SECTION 3.05. AUTHORITY OF OFFICERS.

(A) The Chairman and the Vice-Chairman shall take such actions and have such powers as provided by the Board. The Chairman shall sign all documents on behalf of the Consortium and take such action as may be in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution or action of the Board adopted at a duly called meeting. The Vice-Chairman shall act in the absence or otherwise inability of the Chairman to act.

(B) The Secretary-Treasurer, or his designee, shall keep and maintain all minutes of all meetings of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Board shall be sent by the Secretary-Treasurer or his designee to all Directors of the Consortium. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution or other action of the Board adopted at a duly called meeting.

SECTION 3.06. RESIGNATION OR REMOVAL OF DIRECTOR.

(A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) days prior written notice to the Manager and Chairman. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Each Consortium Member, in its sole discretion, may remove its designated Director at any time and may appoint a new Director to serve on the Board upon written notice being given to the Manager and Chairman. Each Consortium Member may also designate an alternate or designee to serve in a Director's place in the event the Director is unavailable.

(C) In the event the Director of a Consortium Member shall resign or be removed, such Consortium Member shall appoint a new Director within thirty (30) days.

(D) Any Director who resigns or is removed and who is an officer of the Consortium shall immediately turn over and deliver to the Manager any and all records, books, documents or other property in his possession or under his control which belong to the Authority.

SECTION 3.07. MEETINGS.

(A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the Manager not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer

determines an emergency exists. All meetings shall be noticed in accordance with Florida law.

(B) Within thirty (30) calendar days of the creation of the Consortium, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

(C) To the extent allowed, meetings may be held by means of media technology in conformity with the Interlocal Act.

SECTION 3.08. WITHDRAWAL OR DISMISSAL OF CONSORTIUM MEMBERS. Any Consortium Member may withdraw from the Consortium at any time, if the following conditions are satisfied:

(A) there shall be at least two (2) Consortium Members remaining in the Consortium subsequent to withdrawal; and

(B) a certified resolution from the Consortium Member's governing body setting forth its intent to withdraw is presented to the Consortium. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

SECTION 3.09. EXPENSES. The Consortium may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Directors and employees of the Consortium. The Consortium shall also establish a mechanism for assessing or apportioning Consortium expenses to the Consortium Members. The expenditure of all expenses and approval of travel shall be in conformity with the provisions of Florida law governing travel and reimbursement of expenses for public officials.

SECTION 3.10. LIABILITY. No Director, agent, officer, official or employee of the Consortium shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the Consortium.

SECTION 3.11 EXECUTIVE COMMITTEE. An Executive Committee of the Board shall be established that shall consist of the Chairman, the Vice-Chairman, the Secretary-Treasurer and two other Directors designated by the foregoing three officers. The Executive Committee shall have the power to act on behalf of the Board in items of the activities set forth in Section 4.01(A)(2), (3),

(4), (6), (7), (11), (13), (15), (16), (17), (23) and (24) hercof, and such other powers as may be designated by the Board.

SECTION 3.12 PRINCIPAL PLACE OF BUSINESS. The Consortium's principal place of business, within the meaning of Section 163.01 (11), Florida Statutes, shall initially be Leon County, Florida, subject to modification by action of the Board.

ARTICLE IV

POWERS AND DUTIES

SECTION 4.01. POWERS.

(A) The Consortium shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act, or otherwise by the Interlocal Agreement:

(1) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities or create a separate entity as permitted by the Act in the exercise of common powers or to assist the Consortium in fulfilling its purpose under this Interlocal Agreement.

(2) To sue and be sued in the name of the Consortium.

(3) To adopt and use a seal and authorize the use of a facsimile thereof.

(4) To contract with any public or private entity or person upon such terms as the Board deems appropriate.

(5) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, including the power to determine how property will be disposed of upon the dissolution of the Consortium.

(6) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(7) To maintain an office or offices at such place or places as the Board may designate from time to time, and to establish a custodian for the records of the Consortium.

(8) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.

(9) To apply for and accept grants, loans and subsidies from any governmental entity for the funding of projects, improvements or mitigation, and to comply with all requirements and conditions imposed in connection therewith.

(10) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(11) To invest its moneys in such investments as directed by the Board in accordance with State law.

(12) To provide for the establishment of advisory committees or councils to the Board or other interlocal entities under the auspices of the Board.

(13) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(14) To make and adopt rules and procedures, resolutions and take such other actions as are not inconsistent with the Constitution and laws of the State of Florida, the provisions of the Interlocal Act or this Interlocal Agreement that are necessary for the governance and management of the affairs of the Consortium, and further, the powers, obligations and responsibilities vested in the Consortium by this Interlocal Agreement.

(15) To select and engage a Manager, who shall administer the operations of the Consortium, manage the staff of the Consortium, as authorized by the Board, and perform all other administrative duties as directed by the Board.

(16) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Consortium.

(17) To employ or hire engineers, consultants or other specialized professionals as it deems appropriate to further the purposes of the Consortium.

(18) To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish other committees; to establish the powers, duties and compensation of all employees; and to require and fix the

amount of all official bonds necessary for the protection of the funds and property of the Consortium.

(19) To take such action and employ such persons or entities as are necessary to prepare, develop and submit to the Gulf Coast Ecosystem Restoration Council the plan for the Oil Spill Restoration Impact Allocation contemplated by the RESTORE Act setting forth those projects, programs and activities that will improve the ecosystems or economy of the State of Florida.

(20) To prepare, develop and submit applications for funding from the Trust Fund under the competitive program administered by the Gulf Coast Ecosystem Restoration Council on behalf of the Consortium or a Member.

(21) To advise, assist and aid Consortium Members, upon their request, in the planning, administration and expenditure of that Member's share or portion thereof of amounts provided directly to the disproportionately and nondisproportionately impacted Counties pursuant to the RESTORE Act, upon such terms and conditions agreed to by that Member and at the sole expense of that Consortium Member.

(22) To advise, assist and aid the Consortium in obtaining additional funding from other programs for projects, programs or mitigation on behalf of the Consortium or its Members.

(23) To hire or engage staff, attorneys and professionals to act as an advocate and represent the interests of Consortium Members in the Federal rulemaking process.

(24) To hire or engage staff, attorneys and professionals as an advocate and to represent the interests of the Consortium and its Members before Federal and State agencies and the Legislature.

(25) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement, the Board shall act by resolution or other action approved at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Consortium.

(D) The Consortium shall be subject to the provisions of the Florida Sunshine Law under Chapter 286, Florida Statutes. All records of the Consortium shall be subject to the Public Records Law.

SECTION 4.02. ANNUAL BUDGET.

(A) Following the creation of the Consortium, the Board shall approve a budget which shall provide for revenues and expenditures during the remainder of the fiscal year in which it was formed. Such interim budget procedures shall be utilized solely for the initial year of creation of the Consortium, after which the budget shall be created pursuant to the remaining provisions of this section.

(B) Prior to October 1 of each year the Board will adopt an annual budget for the Consortium. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Consortium. The Manager shall prepare the annual budget.

(C) The adopted budget shall be the operating and fiscal guide for the Consortium for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Consortium shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED.

The Consortium shall not have the power to levy and assess an ad valorem tax on any property for any reason.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Consortium Members or any officers thereof.

SECTION 5.02. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court of Leon County, Florida, and with the Clerk of the Circuit Court of any other County subsequently determined to be the Consortium's principal place of business.

SECTION 5.03. IMMUNITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Consortium Members shall apply to the officials, officers, agents or employees of the Consortium when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Consortium and each Consortium Member shall be entitled to all protections granted to them under Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, Consortium Members may not be held jointly liable for the torts of the officers or employees of the Consortium, or any other tort attributable to the Consortium, and that the Consortium alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. Nothing in this Interlocal Agreement shall be deemed to constitute a waiver of sovereign immunity.

(C) The Consortium Members intend that the Consortium shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 5.04. LIMITED LIABILITY. No Consortium Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium, except to the extent otherwise mutually agreed upon by that Member, and neither the Consortium, the Directors or any other agents, employees, officers or officials of the Consortium have any authority or power to otherwise obligate any individual Consortium Member in any manner.

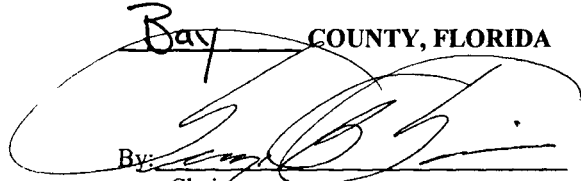
SECTION 5.05. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Consortium and subsequent ratification by the governing body of each Consortium Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Consortium to inure to the benefit of any private person, or (B) permit the diversion or application of any of the moneys or other assets of the Consortium for any purposes other than those specified herein.

SECTION 5.06. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 5.07. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

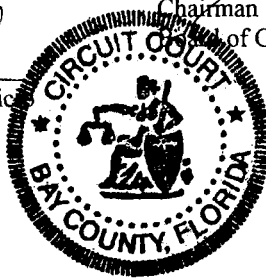
SECTION 5.08. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof, or (B) the date the last initial Consortium Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

Bay COUNTY, FLORIDA
By: 

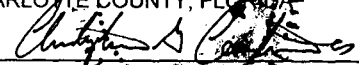
ATTEST:

Bill
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

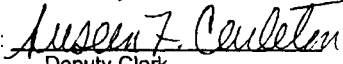


**SIGNATURE PAGE
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA


By: 
Christopher G. Constance, Chairman

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk of the
Board of County Commissioners

By: 
Deputy Clerk

AGR 2012-051
9-25-12


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

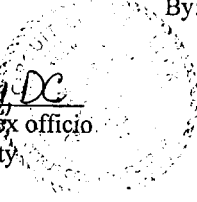
By: 
Janette S. Knowlton, County Attorney
LR 2012-2086

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

CITRUS COUNTY, FLORIDA

ATTEST:

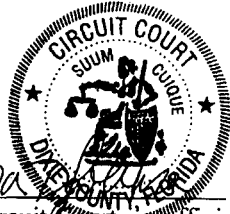
By: 
Chairman
Board of County Commissioners


for Tjani L. White, DC
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

DIXIE COUNTY, FLORIDA

ATTEST:



Mena [Signature]
Clerk of Circuit Court in Office
Clerk of Board of County
Commissioners

By: [Signature: Ronnie Edmonds]
Ronnie Edmonds, Chairman
Board of County Commissioners

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

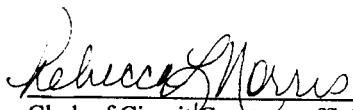


This document approved as to form
and legal sufficiency
By [Signature]
Title County Attorney
Date 10-10-12

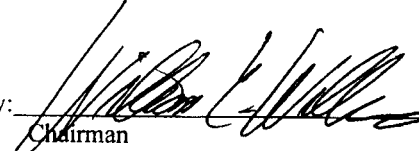
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INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

GULF COUNTY, FLORIDA


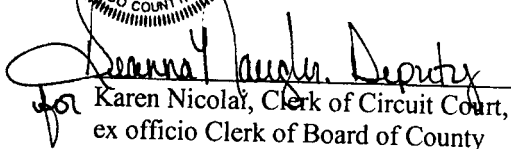
ATTEST:


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners


By:


Chairman
Board of County Commissioners

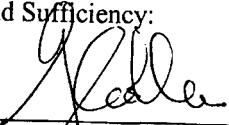
**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**



for Karen Nicolay, Clerk of Circuit Court,
ex officio Clerk of Board of County
Commissioners

HERNANDO COUNTY, FLORIDA

By: 
Wayne Dukes, Chairman
Board of County Commissioners

Reviewed for Legal Form
and Sufficiency:



Garth C. Collier
County Attorney

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM



HILLSBOROUGH COUNTY, FLORIDA

ATTEST:

By: Ken Hagan
Chairman, ~~Ken~~ Hagan
Board of County Commissioners

Mildred K. Dixon
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners - Mildred K. Dixon, Deputy Clerk

Approval Date: October 3, 2012

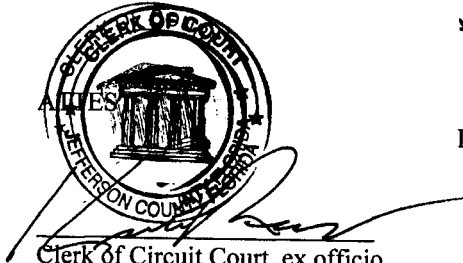
APPROVED BY COUNTY ATTORNEY
As To Form And Legal Sufficiency

BY: [Signature]
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 12-1025

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

Jefferson COUNTY, FLORIDA



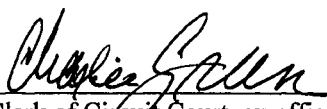
By: Walter Boyd
Chairman
Board of County Commissioners

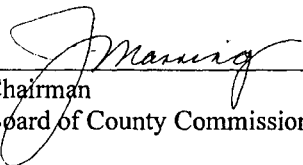
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

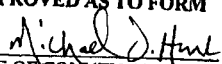
**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
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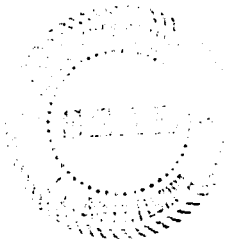
LEE COUNTY, FLORIDA

ATTEST:


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

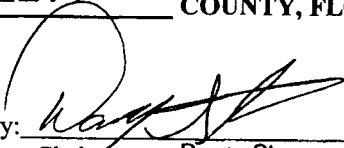
By: 
Chairman
Board of County Commissioners

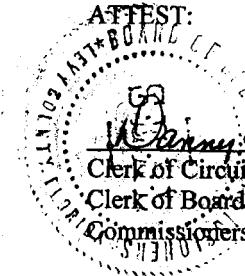
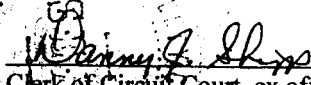
APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY



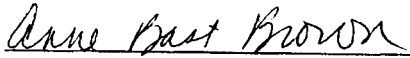
**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

LEVY COUNTY, FLORIDA

By: 
Chairman Danny Stevens
Board of County Commissioners

ATTEST:


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

Approved as to form and
legal sufficiency:


Anne Bast Brown, County Attorney

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM



MANATEE COUNTY, FLORIDA

BY: *John Chapp*
Chairman (executed 10/4/12)

ATTEST: R. B. Shore
Clerk of the Circuit Court and Comptroller

By: *Debra Jessner*
Deputy Clerk

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

MONROE COUNTY, FLORIDA

(SEAL)

ATTEST: Danny L. Kolhage, CLERK

BY: *Danny L. Kolhage*
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: *[Signature]*
Mayor

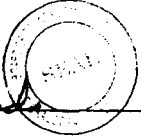
**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:**

[Signature]
**ROBERT B. SHILLINGER, JR.
CHIEF ASSISTANT COUNTY ATTORNEY**
Date: 7-20-12

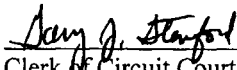
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

OKALOOSA COUNTY, FLORIDA

ATTEST:

By: 

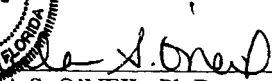
Chairman
Board of County Commissioners
Approved on October 2, 2012


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners



SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM





PAULA S. O'NEIL, Ph.D.
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA



ANN HILDEBRAND, CHAIRMAN

APPROVED
IN SESSION
SEP 25 2012
PASCO COUNTY
BCC

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

PINELLAS COUNTY, FLORIDA

ATTEST:

Ken Burke,
by: *Nancy D. Jones* Deputy Clerk
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners



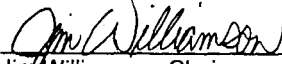
By: *John Mousmi*
Chairman
Board of County Commissioners

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*
Attorney

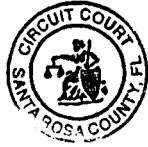
**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

SANTA ROSA COUNTY, FLORIDA



Jim Williamson, Chairman
Board of County Commissioners

ATTEST:

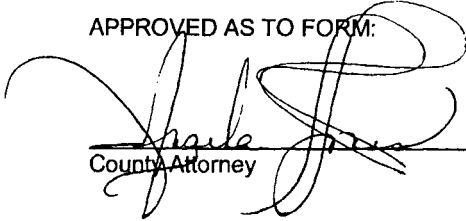




Clerk of the Circuit Court, ex officio Clerk
To the Board of County Commissioners

BCC Approved 10-11-12

APPROVED AS TO FORM:

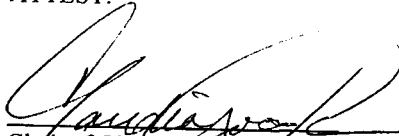



County Attorney

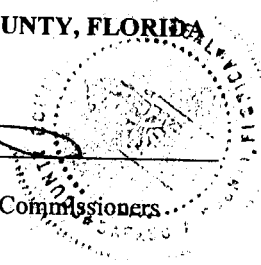
SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

SARASOTA COUNTY, FLORIDA

ATTEST:


Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners, Deputy Clerk

By: 
Chairman
Board of County Commissioners



 APPROVED AS TO FORM AND CORRECTNESS

COUNTY ATTORNEY

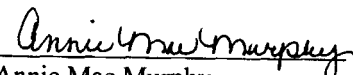
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INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

TAYLOR COUNTY, FLORIDA

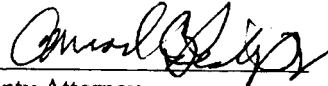
ATTEST:

By 

Patricia Patterson
Chairman
Board of County Commissioners


Annie Mae Murphy
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

Approved as to Form

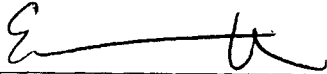

County Attorney

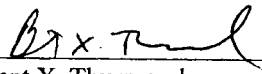
**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM**

Wakulla COUNTY, FLORIDA

ATTEST:



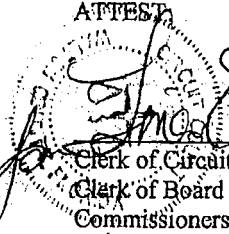
By: 
E. Alan Brock, Chairman
Board of County Commissioners


Brent X. Thurmond
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners

SIGNATURE PAGE TO
INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE GULF CONSORTIUM

Waltm COUNTY, FLORIDA

By: Scott A. Brown
Chairman
Board of County Commissioners

ATTEST

Martha Ingle
Clerk of Circuit Court, ex officio
Clerk of Board of County
Commissioners
Martha Ingle,
Clerk of Court

STATE OF FLORIDA, COUNTY OF LEON

I HEREBY CERTIFY that the above and foregoing
is a true and correct copy of an instrument recorded
in the official records of Leon County, Florida
WITNESS my hand and seal of office this 19th day
of OCTOBER, 2012



BOB INZER
Clerk of County Court

By: A. Coleman

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

31. Taking the following action concerning a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT), for funding (not to exceed \$858,684), for a resurfacing project on CR 95A, from East Roberts Road to Nine Mile Road:

- A. Approving the LAP Agreement between the FDOT and Escambia County, for a resurfacing project on CR 95A, from East Roberts Road to Nine Mile Road;
- B. Adopting a Resolution (*R2009-142*) authorizing the execution of the LAP Agreement; and
- C. Authorizing the Chairman to sign the LAP Agreement and Resolution for this project.



32. Taking the following action concerning a Federally Funded Subgrant Agreement, Contract Number: 10HM-28-01-27-01-001, CFDA Number: 97.039, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Maplewoods Drainage Project (Funding Source: Escambia County's 25% construction cost match is available in Fund 352, "[*Local Option Sales Tax*] LOST III," Account 210107/56301, Project #09EN0093; this Hazard Mitigation Grant Program provides a reimbursement total of \$1,909,226, equivalent to 75% of the estimated construction cost and an additional administrative allowance):

- A. Approving the Federally Funded Subgrant Agreement, Contract Number: 10HM-28-01-27-01-001, CFDA Number: 97.039, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners; and
- B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents.



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 10-31-2012

TO: Doris Harris, Deputy Clerk

BCC: 07-09-2009

CAR II-32 Modification to Subgrant Agreement between the Division of
Emergency Management and Escambia County Board of
County Commissioners, Agreement Number: 10HM-28-01-
27-01-001, Project Number: 1595-27-R

Please Initial and Date
Below on Line Provided

ju 10-31-2012

Judy Witterstaeter, Program Coordinator, County
Administration

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

Thank you.

Doris Harris, Deputy Clerk

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



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-3579

16. 4.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Approve the Minutes of the Special Installation Meeting of the Board of County Commissioners held November 20, 2012;
- B. Approve the Minutes of the Special Board Meeting held November 19, 2012;
- C. Approve the Minutes of the Regular Board Meeting held November 15, 2012;
- D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 15, 2012; and
- E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held November 8, 2012.

Attachments

CR I-4

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD NOVEMBER 15, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 9:58 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
Larry M. Newsom, Acting County Administrator
Alison Rogers, County Attorney
Lorraine Hudson, Clerk's Accounting Supervisor
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., November 15, 2012, Regular Board Meeting was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Sandra F. "Sam" Slay, Code Enforcement Division Manager, Corrections Department, reviewed the agenda cover sheet;
 - B. Lorraine Hudson, Clerk's Accounting Supervisor, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, Wesley J. "Wes" Moreno, Director, Infrastructure Branch, Public Works Department, and Amy Lovoy, Director, Management and Budget Department, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner White and Amy Lovoy, Director, Management and Budget Services Department, reviewed Commissioner White's add-on item.

AGENDA WORK SESSION: November 15, 2012

NAME

DEPARTMENT/AGENCY

1	Lorraine Hudson	Finance -
2	Doris Harris	Clerks to the Board
3	Larry Newsome	Admin
4	Judy Witherstater	CAD
5	Wilson Robertson	BCC
6	Ken McVale	BCC
7	Marie Young	BCC
8	Don C. [unclear]	BCC
9	KEVIN W WHITE	BCC
10	[Signature]	City Atty,
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AGENDA WORK SESSION: November 15, 2012

NAME

DEPARTMENT/AGENCY

1	Becky Azeller	
2	Dean Kain	BCC - 2
3	Felicia Knight Marlow	CED - Extension
4	LARRY GOODWIN	P/W
5	Wes Moreno	P/W
6	David Wheeler	FACILITIES MGT
7	Dawn Jacobs	JCC Dist's
8	Joy Blache	Public Works!
9	Amy Lovay	MBS
10	DAVID MUSELWHITE	I.T.
11	Tom Turner	HR
12	Mike Weaver	PS
13	Claudia Symons	Purch
14	Grain Taylor	MOB
15	Steve Jai	BCC
16	Angie	Health Services
17	Marilyn Wesley	DCA
18	Suzanne Slag	E-Inf.
19		S&PE
20	Don & Lis Barber	
21	Pat Johnson	DSW
22	Patricia	Cont Services
23	Arny Williams	NEFD
24	Keith Wilkins	C+E
25	LLOYD KEPE	DSD
26	J. Brannell	BCC 01
27	N. Monroe	PNJ
28	David Morje	ECSD
29	Hemriquee Ocas	ECSD
30	Cam Johnson	PIO

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Kathleen Castro	P10
2	Raymond & Pina	www
3	Michael Reader	Backer/Bea
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD NOVEMBER 8, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:03 a.m. – 11:19 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 Marie K. Young, District 3
Larry M. Newsom, Acting County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Kevin W. White, District 5

AGENDA NUMBER

1. Call to Order

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

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on November 3, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule November 5-November 9, 2012, Legal No. 1581336*.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Work Order Request for Excellent Service (“THE WORXS”)

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *The WORXS, Work Order Requests for Excellent Service, Escambia County’s New On Line/GIS Work Order System Designed by Lucity*, presented by Wesley J. “Wes” Moreno, Director, Infrastructure Branch, and Joy D. Blackmon, P.E., Director, Public Works Department, and the C/W:

(1) Was advised by Mr. Moreno that:

- (a) Several County Departments, including the Road Department, Engineering, and Facilities Management, will utilize the new system, which will be linked to GovQA and accessible through the Citizen Support Center on the County's website, www.myescambia.com;
- (b) Road Department supervisors' vehicles are now equipped with the system, which allows the supervisors to receive requests in the field, and any work requests that are entered will appear in their "windshields" and allow them to assess and even address complaints with citizens while in the field, or prepare and assign work orders to crews;
- (c) The system will allow the work load to be mapped, and each location and the type of work order will be identified, which will result in improved efficiency and strictly electronic reporting; and
- (d) The system will enable staff to schedule sidewalk beautification, street sweeping, right-of-way mowing, holding pond cutting, and other, more routine assignments, and pull the information from the work order database to create a view that can be added to the website so that anyone can view the status of specific projects; and

(2) Heard the request from Commissioner Robinson that the Commissioners' Aides have access to this software; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Update Noise Ordinance

A. Board Discussion – The C/W discussed Update Noise Ordinance, and the C/W:

- (1) Was advised by County Attorney Rogers that:
 - (a) Approximately three months ago (*at the August 23, 2012, Regular Board Meeting*), the Board withdrew an appeal of a County Court Order finding part of the Noise Ordinance unconstitutional (*regarding State of Florida vs. Kyle Aron Skipper*), and indicated its wish to pursue a new Ordinance that would be uniform throughout the County, including the barrier islands, based on a decibel system with specific, numerical, published guidelines;
 - (b) Ordinance Version "A" is based on Volusia County's Ordinance, which is a decibel-based system, and requires defining the receiving party to which the decibel limit applies, which is defined by the receiving land use; i.e., not the zoning or future land use, but what the deputy actually sees and how the land is used, to apply the decibel limits, which is probably more manageable because responding deputies can determine with common sense the receiving land use or occupancy, in terms of whether it is residential, commercial, industrial, or agricultural;
 - (c) Ordinance Version "B" is based on Bay County's Ordinance, which is also decibel based, but works more with the zoning and certain hours when decibels are limited, at varying levels, depending on the zoning; and
 - (d) Ordinance Version "C" is based on Marion County's Ordinance, which is a complicated Ordinance, but has standards for maximum allowable ground vibration displacement, which means that Marion County actually attempts to enforce maximum vibrations in addition to decibel limits; and
- (2) Heard the suggestion from Commissioner Robertson that a group of experts be assembled to provide a recommended Ordinance for the Board's consideration; and

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

- B. Board Direction – The C/W recommends that the Board direct staff to create, through the County Administrator and the County Attorney, for their recommendation for a subsequent vote, an Advisory Committee to bring forward to the Board, at a future date, a firm proposal on which recommendation to proceed with and a measuring strategy for the County to enforce.

Recommended 3-0, with Commissioner Young temporarily out of Board Chambers and Commissioner White absent

Speaker(s):

Ray Ascherfeld

5. LDC Revision – Vested Rights Determinations by Planning Board

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Vested Rights Determination*, presented by Horace Jones, Division Manager, and Andrew Holmer, Senior Urban Planner, Development Services Department, and the C/W:

(1) Was advised by Mr. Jones that:

- (a) The existing process is that the applicant submits an application to staff, who then submits the application to the Planning Director to ensure that it qualifies for the vested rights process, and once that determination has been made, the applicant pays the fees and the issue is referred to the Vested Rights Committee;
- (b) The Vested Rights Committee conducts a Public Hearing and provides its recommendation to the Board of County Commissioners for a final determination on the vested rights; and
- (c) Staff proposes eliminating the Vested Rights Committee and allowing the Planning Board to make vested rights determinations, and, further, staff proposes waiving the fees, on a case-by-case basis, for documented staff errors; and

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(2) Was advised by Mr. Holmer that allowing the Planning Board to consider vested rights cases can actually accelerate the process, since the Planning Board already meets on a monthly basis; and

B. Board Direction – The C/W recommends that the Board approve moving forward to the full Board, for approval (*the recommendation outlined in the PowerPoint Presentation entitled "Vested Rights Determination" for a proposed Ordinance to eliminate the Vested Rights Committee; add language to allow the Planning Board to hear vested rights determinations and make the recommendations to the Board of County Commissioners; and waive fees, for documented staff errors, on a case-by-case basis*).

Recommended 4-0, with Commissioner White absent

6. Eight-County RESTORE Act Formula

A. Board Discussion – The C/W discussed Eight-County RESTORE Act Formula, and was advised by Commissioner Robinson that the second page of the backup is the allocation formula agreed to by the eight counties and is comprised of essentially five items, four of which equal ninety percent weight and one equal to ten percent; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Library Operations

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *West Florida Public Library System*, presented by Marilyn Wesley, Director, Community Affairs Department, and Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

- (1) Was advised by Acting County Administrator Newsom that staff met with the Mayor and the City Manager to discuss the MSTU (*Municipal Services Taxing Unit*) process;
- (2) Was advised by Ms. Wesley that:
 - (a) A meeting was held on Monday (*November 5, 2012*) with County and City staff, yesterday (*November 7, 2012*), at 9:00 a.m., the City of Pensacola held a Special Committee of the Whole Workshop to discuss libraries, and yesterday afternoon (*November 7, 2012*) the Library Board met regarding the Library;
 - (b) The City has a \$355,000 balance in its Library Fund and has offered to use these funds to stabilize the operating hours of the Library System at 87% across the board;
 - (c) Establishing a Countywide MSTU for Library Services is critical, but the City of Pensacola will have to authorize the imposition of the MSTU in the City in order for the MSTU to be implemented, and Bill Reynolds, the City Manager, has indicated that this item will be placed on the agenda for further discussion at the City's Committee of the Whole Workshop on November 13, 2012, and, hopefully, will proceed to the Pensacola City Council for approval;
 - (d) The existing Interlocal Agreement (*approved by the Board on June 21, 2001, and recorded in Official Records Book 4765, Page 1124, on September 5, 2001*) will be terminated and a Countywide MSTU for Library Services will be established to fund the entire Library System and eliminate the need for a funding formula;

(Continued on Page 7)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

(2) Continued...

(e) Since the County currently funds 72% of the net operating budget and will be the taxing authority, the Library System will transition to the County on October 1, 2013, the Board of County Commissioners will then establish a five-person "Board of Governance" to manage the Library System, consisting of three appointees from the County and two from the City, and any recommendations from the Governance Board will be presented to the Board of Commissioners for final approval; and

(f) City buildings will remain under the City's ownership, with provisions for their use, City employees in the Library System will transition to County employees, and the City and County will each retain Local Option Sales Tax proceeds currently allocated for libraries; and

(3) Was advised by Ms. Lovoy that:

(a) In order for the MSTU to be imposed in 2013, it must be in place by December 31, 2012; therefore, from the County's perspective, Resolutions or Ordinances will need to be adopted at the first meeting in December;

(b) The (*Library*) employees will transition from the (*City's*) Pension System to the FRS (*Florida Retirement System*), with the exception of the contract employees; and

(c) The City must, by Ordinance, allow the County to impose the MSTU in the City limits and the MSTU millage rate established by the County will also apply to the City; and

(Continued on Page 8)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

- B. Board Direction – The C/W recommends that the Board direct County staff, if and when the Pensacola City Council approves the inclusion of the City of Pensacola into the County Municipal Services Taxing Unit (MSTU) for Library Services, to move appropriately and immediately for all other actionable items, for consideration at the December 6, 2012, Regular Board Meeting.

Recommended 4-0, with Commissioner White absent

ITEMS ADDED TO THE AGENDA IN THE MEETING

1. County Lobbyist

- A. Board Discussion – The C/W was advised by Acting County Administrator Newsom that Marion Turner, Escambia County's Federal Lobbyist, is transferring from the MWW Group, Inc., to Alcalde & Faye, and heard his request that the Board either approve retaining MWW or transfer the contract from MWW to Alcalde & Faye; and
- B. Board Direction – The C/W recommends that the Board approve transferring the *Agreement for Lobbyist Services* from the MWW Group, Inc., to the Alcalde & Faye lobbyist firm, in order to retain Marion Turner as the County's Lobbyist, since Mr. Turner has transferred from MWW to Alcalde & Faye.

Recommended 3-1, with Commissioner Young voting "no" and Commissioner White absent

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA IN THE MEETING – Continued

2. Local Option Gas Tax

- A. Board Discussion – The C/W discussed Commissioner Robertson's suggestion that an additional Local Option Gas Tax be considered as a dedicated funding source for Countywide mass transit, and was advised by Amy Lovoy, Director, Management and Budget Services Department, that if the Board wishes to offset the entire General Fund subsidy for ECAT, then the increase should be three to four cents per gallon, and the Board will need to adopt, by a 4/5 vote, an Ordinance to officially increase the tax; and
- B. Board Direction – The C/W recommends that the Board approve a four-cent increase in the Local Option Gas Tax as a dedicated funding source for Escambia County Area Transit (ECAT).

Recommended 4-0, with Commissioner White absent

ANNOUNCEMENTS

- 1. FOR INFORMATION: The Board was advised by Acting County Administrator Newsom that T. Lloyd Kerr, Director, Development Services Department, has requested additional time to work with the County Attorney's Office concerning building permits; therefore, that issue will not be discussed today.
- 2. FOR INFORMATION: The Board was advised by Acting County Administrator Newsom that the FAC (*Florida Association of Counties*) Conference is scheduled at the end of November and, if the Board so desires, the incoming Interim County Administrator, George Touart, could begin his employment on November 16, 2012, instead of December 1, 2012, so he can attend, and heard the suggestion from Commissioner Robinson, with a consensus, to place this issue on the agenda for discussion at the November 20, 2012, Special Board Meeting.

AGENDA NUMBER – Continued

8. Adjourn

Chairman Robertson declared the C/W Workshop adjourned at 11:19 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3551

Growth Management Report 16. 1.

BCC Regular Meeting

Meeting Date: 12/06/2012

Issue: Review of Rezoning Case Heard by the Planning Board on November 5, 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 November 5, 2012

That the Board take the following action concerning the Rezoning Case heard by the Planning Board on November 5, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012-27 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed.

Case No.: **Z-2012-27**
Address: 124 Massachusetts Ave.
Property Reference No.: 46-1S-30-2001-007-011
Property Size: .68 (+/-) acres
From: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3
Requested by: Lawrence Richardson, Agent for John W. Hawkins, Jr.
Planning Board Recommendation: Approval
Speakers: Lawrence Richardson, Nancy Licciardo

BACKGROUND:

The above case was owner initiated and heard at the November 5, 2012, Planning Board Meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2012-27

Z-2012-27

PLANNING BOARD REZONING HEARINGS - NOVEMBER 5, 2012

IN AND FOR ESCAMBIA COUNTY, FLORIDA
 ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the Escambia County Planning Board, on Monday, November 5, 2012, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, Pensacola, Florida, commencing at 8:30 a.m.

APPEARANCES

PLANNING BOARD:

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

DEVELOPMENT SERVICES BUREAU:

T. LLOYD KERR, AICP, DEPARTMENT HEAD
 HORACE JONES, DIVISION MANAGER
 ALLYSON CAIN, URBAN PLANNER
 JOHN FISHER, URBAN PLANNER
 KAYLA R. MEADOR, CLERK TO BOARD
 GENERAL PUBLIC

PROCEEDINGS

1
 2 MR. BRISKE: I would like to call to order the
 3 Planning Board and quasi-judicial hearing for
 4 November 5, 2012. We do have four Board members out
 5 of seven so that does consist of a quorum today.
 6 Before we get started I would ask that you turn off
 7 your cell phones or other noise makers so that it
 8 doesn't interrupt the meeting. You will owe the
 9 Board a box of doughnuts if you interrupt the
 09:32 10 meeting, so you don't want to do that.
 11 Before we get started I'll have Mr. Wingate
 12 please lead us in the Invocation and the Pledge,
 13 please. Please stand.
 14 (Invocation and Pledge of Allegiance.)
 15 MR. BRISKE: Thank you, Mr. Wingate. Yes, we
 16 do want to keep in our thoughts and prayers all the
 17 victims up north from Sandy. It's been a pretty
 18 tough strategy for them. Please consider donating
 19 to the Red Cross or another agency if you can maybe
 09:34 20 to help those folks up there.
 21 Staff members, at this time I would like to
 22 find out if we have proof of publication.
 23 MS. MEADOR: Yes, we do.
 24 MR. BRISKE: Does that publication meet all of
 25 the legal requirements?

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1 MS. MEADOR: Yes, sir.
 2 MR. BRISKE: The Chair will entertain a motion
 3 to waive the reading of the legal.
 4 MS. DAVIS: So moved.
 5 MR. WINGATE: Second.
 6 MR. BRISKE: All those in favor, say aye.
 7 (Board members vote.)
 8 MR. BRISKE: Opposed?
 9 (None.)
 09:34 10 MR. BRISKE: It passes unanimously.
 11 (Motion passed unanimously.)
 12 MR. BRISKE: At this time I'd like for the
 13 staff members that will be testifying today to
 14 please be sworn in. Please raise your right hand
 15 and be sworn in.
 16 (County staff sworn.)
 17 MR. BRISKE: I think we have on file everyone's
 18 qualifications except for our new clerk. Board
 19 members, do you have any questions -- or maybe we
 09:35 20 should just have you -- Horace, do you want to
 21 introduce our new employee and tell her
 22 qualifications, please?
 23 MR. JONES: This is Ms. Kayla. We have Kayla
 24 Kallie and Kendra, so I'm trying to keep all those
 25 straight. We have Kayla. She is our new Planning
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PLANNING BOARD REZONING HEARINGS - NOVEMBER 5, 2012

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1 Board Clerk. She's a recent college graduate. She
 2 recently got married -- so did I, by the way -- so
 3 we're glad to have her and we know she's going to
 4 stay here longer than two days.
 5 MR. BRISKE: Welcome, Kayla. Thank you.
 6 Board members any questions about Kayla's
 7 qualifications? You've been previously provided
 8 resumés of the other staff members. Any questions
 9 or comments? Hearing none, we'll move on.
 09:36 10 At this hearing the Planning Board is acting
 11 under our authority to hear and make recommendations
 12 to the Board of County Commissioners on rezoning
 13 applications. These hearings are quasi-judicial in
 14 nature. Quasi-judicial hearings are like
 15 evidentiary hearings in a court of law, however,
 16 they are less formal.
 17 All testimony will be given under oath and
 18 anyone testifying before the Planning Board may be
 19 subject to cross-examination.
 09:36 20 All documents and exhibits that the Planning
 21 Board considers will be entered into evidence and
 22 made part of the record.
 23 Opinion testimony will be limited to experts
 24 and closing arguments will be limited to the
 25 evidence in the record.
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1 Before making a decision, the Planning Board
 2 will consider the relevant testimony, the exhibits
 3 entered into evidence and the applicable law.
 4 Each individual who wishes to address the
 5 Planning Board must complete a speaker request form
 6 and submit it to the clerk here at the front. The
 7 forms are located on the back table.
 8 You will not be allowed to speak unless we have
 9 received a completed form. Please note that only
 09:37 10 those individuals who are present today and give
 11 testimony on the record at this hearing before the
 12 Planning Board will be allowed to speak at the
 13 subsequent hearing before the Board of County
 14 Commissioners. No new evidence can be presented to
 15 the BCC, therefore, all testimony and evidence must
 16 be presented today.
 17 The Planning Board will provide a
 18 recommendation for each rezoning request to the
 19 Board of County Commissioners. They will review the
 09:37 20 testimony, documents and exhibits, consider the
 21 closing arguments and make a final decision. All
 22 decisions by the BCC are final. Anyone who wishes
 23 to seek judiciary review of the decision of the
 24 Board of County Commissioners must do so in a court
 25 of competent jurisdiction within 30 days of the date
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1 that the Board of County Commissioners either
 2 approves or rejects the recommended order of the
 3 Planning Board.
 4 All written or oral communications outside of
 5 this hearing with members of the Planning Board
 6 regarding any matters under consideration today are
 7 considered ex parte communication.
 8 (Cell phone ringing.)
 9 MR. BRISKE: Horace, that is twice. Horace now
 09:38 10 owes two dozen donuts to the Board.
 11 Ex parte communications are presumed
 12 prejudicial under Florida law and must be disclosed
 13 as provided in Board of County Commissioners
 14 Resolution 96-13.
 15 As each case is heard, the Chair will ask that
 16 any Board members who have been involved in any
 17 ex parte communication please identify themselves
 18 and describe the communication.
 19 As required by Section 2.08.02.D of the
 09:39 20 Escambia County Land Development Code, the Planning
 21 Board's recommendation to the Board of County
 22 Commissioners shall include consideration of the
 23 following six criterion:
 24 A, consistency with the Comprehensive Plan.
 25 Whether the proposed amendment is consistent with
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1 the Comprehensive Plan.
 2 B, consistency with the code. Whether the
 3 proposed amendment is in conflict with any portion
 4 of the Land Development Code and is consistent with
 5 the stated purpose and intent of the Land
 6 Development Code.
 7 C, compatibility with surrounding uses.
 8 Whether and the extent to which the proposed
 9 amendment is compatible with existing and proposed
 09:39 10 uses in the area of the subject property.
 11 D, changed condition. Whether and the extent
 12 to which there are changed conditions that impact
 13 the amendment or the properties.
 14 E, effect on the natural environment. Whether
 15 and the extent to which the proposed amendment would
 16 result in logical, significant adverse impacts on
 17 the natural environment.
 18 F, development patterns. Whether and the
 19 extent to which the proposed amendment would result
 09:40 20 in a logical and orderly development pattern.
 21 At the beginning of each case as long as there
 22 are no objections from the Applicant, we will allow
 23 staff to briefly present the location and zoning
 24 maps and photography for the property.
 25 Next we will hear from the Applicant and any
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PLANNING BOARD REZONING HEARINGS - NOVEMBER 5, 2012

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1 witnesses they may wish to call. Then we will hear
 2 from the staff and any witnesses that they wish to
 3 call. Finally, we will hear from member of the
 4 public who have filed a speaker request form.
 5 We've already sworn in our staff members. Our
 6 first case today is Case Z-2012-26. The Applicant
 7 is Mr. Buddy Page, agent for Michael O'Neill.
 8 MS. CAIN: We need to probably postpone this
 9 one because Mr. Page just called. He was in an
 09:41 10 automobile accident and he's still over in Pace, so
 11 if we could wait and do him last, if he shows up.
 12 MR. BRISKE: Okay. Board members, any
 13 objection to moving Mr. Page's case to the end?
 14 Hearing none, then we'll move on to our next case,
 15 which is case Z-2012-27.
 16 (Transcript continues on Page 10.)
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1 * * *
 2 CASE NO: Z-2012-27
 Location: 124 Massachusetts Avenue
 3 From: R-6, Neighborhood Commercial and
 Residential District, (cumulative)
 4 High Density (20 du/acre)
 To: C-2, General Commercial and Light
 5 Manufacturing District, (cumulative)
 (25 du/acre)
 6 FLU Category: MU-U
 Requested by: Lawrence Richardson, Agent for John W.
 7 Hawkins, Jr.
 8 MR. BRISKE: The Applicant is Lawrence
 9 Richardson, Agent for John Hawkins, Jr., 124
 09:41 10 Massachusetts Avenue, requesting from R-6,
 11 Neighborhood Commercial and Residential District, to
 12 C-2, General Commercial and Light Manufacturing
 13 District.
 14 Good morning, sir.
 15 MR. RICHARDSON: Good morning.
 16 MR. BRISKE: If you will, please be sworn in
 17 with our reporter.
 18 (Lawrence Richardson sworn.)
 19 MR. BRISKE: If you will, please state your
 09:42 20 name and address for the record.
 21 MR. RICHARDSON: My name is Lawrence
 22 Richardson, 2299 Scenic Highway, Pensacola.
 23 MR. BRISKE: I do have one more housekeeping
 24 item here that I neglected. The rezoning hearing
 25 package for November 5th, 2012, with the staff's
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1 Findings-of-Facts has previously been provided to
 2 the Board members. The Chair will entertain a
 3 motion to accept the rezoning hearing package with
 4 staff's Findings-of-Facts and the legal
 5 advertisement into evidence.
 6 MR. TATE: So moved.
 7 MR. BRISKE: I have a motion. Do I have a
 8 second?
 9 MS. DAVIS: Second.
 09:42 10 MR. BRISKE: All those in favor, say aye.
 11 (Board members vote.)
 12 MR. BRISKE: Opposed?
 13 (None.)
 14 MR. BRISKE: The motion carries.
 15 (Motion passed unanimously.)
 16 MR. BRISKE: Rezoning hearing package with the
 17 staff's Findings-of-Facts and the legal
 18 advertisement will be marked and included in the
 19 record as Composite Exhibit A for all of today's
 09:43 20 cases.
 21 (Composite Exhibit A was identified and
 22 admitted.)
 23 MR. BRISKE: Members of the Board, has there
 24 been any ex parte communication between you, the
 25 Applicant, the applicant's agents, attorneys,
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1 witnesses, with fellow Planning Board members or
 2 anyone from the general public prior to this
 3 hearing? I'll also ask if you have visited the
 4 subject property. And also disclose if you are a
 5 relative or business associate of Applicant or the
 6 applicant's agent.
 7 We'll start down here with our Navy
 8 representative.
 9 MS. ORAM: Good morning. No to all.
 09:43 10 MR. BRISKE: Ms. Hightower.
 11 MS. HIGHTOWER: No to all.
 12 MR. BRISKE: The Chairman, no to all.
 13 MR. TATE: No to all.
 14 MS. DAVIS: No to all.
 15 MR. WINGATE: No to all. I did go by the site
 16 and visited it personally.
 17 MR. BRISKE: Mr. Wingate, I'll remind you to
 18 please put your microphone on and bend a little
 19 closer as we're recording today's activities.
 09:44 20 MR. WINGATE: Mr. Chairman, no to all except I
 21 did go by and visit the site and observed it
 22 personally.
 23 MR. BRISKE: Thank you, sir.
 24 Staff, was notice of the hearing sent to all
 25 interested parties?
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1 MS. MEADOR: Yes.

2 MR. BRISKE: Was that notice of the hearing

3 also posted on the subject property?

4 MS. MEADOR: Yes.

5 MR. BRISKE: All right. At this time we'll ask

6 you to present the maps and photography if there are

7 no objections.

8 MR. RICHARDSON: No objection.

9 MR. BRISKE: Thank you.

09:44 10 (Presentation of Maps and Photographs.)

11 MR. FISHER: John Fisher, Urban Planner. This

12 is Case Z-2012-27. This is our locational and

13 wetlands map. This is our aerial map. This is the

14 Future Land Use with a future land use of MU-U,

15 Mixed Use Urban. This is the existing land use map.

16 This is the 500-foot zoning map. You can see it's

17 zoned R-6.

18 This is our public hearing sign. This is

19 looking west along Massachusetts. This is looking

09:45 20 northeast at the subject property. Looking north.

21 Looking northwest at the subject property. Looking

22 north at the subject property. Looking east along

23 Massachusetts Avenue. Looking south from the

24 subject property. This is looking southwest from

25 the subject property. This is our 500-foot mailing

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1 list. These are all the mailing lists. That

2 concludes staff's...

3 MR. BRISKE: Board members, any question of the

4 maps or photographs? All right.

5 (Presentation by Mr. Richardson, previously

6 sworn.)

7 MR. BRISKE: Mr. Richardson, have you received

8 a copy of the rezoning hearing package with the

9 staff's Findings-of-Facts?

09:46 10 MR. RICHARDSON: Yes, sir, I have.

11 MR. BRISKE: Do you understand that you have

12 the burden of providing substantial, competent

13 evidence that the proposed rezoning is consistent

14 with the Comprehensive Plan, furthers the goals,

15 objectives and policies of that plan and is not in

16 conflict with any portion of the County's Land

17 Development Code?

18 MR. RICHARDSON: Yes.

19 MR. BRISKE: Thank you, sir. Please proceed.

09:46 20 MR. RICHARDSON: I didn't receive the actual

21 recommendation from the staff. I received the

22 findings and they were consistent with the criteria

23 that we had to initiate when we started it. But I'm

24 not sure -- I feel like since they're all in line

25 and in conjunction with the criteria that it's an

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1 affirmative case.

2 MR. BRISKE: We do have a mechanism in place if

3 you're in agreement with the staff's findings to

4 accept that.

5 MS. DAVIS: Mr. Chair, are there any speakers?

6 MR. BRISKE: We do have speakers on this and we

7 will get to those in a second. Thank you.

8 Did you have anything that you wanted to add on

9 to each of the six criteria for the record?

09:47 10 MR. RICHARDSON: No, sir, not at this time.

11 MR. BRISKE: Do you have any witnesses to call?

12 MR. RICHARDSON: No, sir.

13 MR. BRISKE: All right. If you will just have

14 a seat in the front row there, we'll have the staff

15 do a presentation very brief. It looks like we're

16 in agreement.

17 (Presentation by John Fisher, previously

18 sworn.)

19 MR. FISHER: Again, John Fisher, Urban Planner.

09:47 20 This is rezoning case ZZ-2012-27, from R-6,

21 Neighborhood Commercial and Residential District, to

22 C-2, General Commercial and Light Manufacturing

23 District.

24 Staff would like to make one little note on

25 Criterion (1) underneath findings to the proposed

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1 amendment to C-1 is consistent. That should say the

2 proposed amendment to C-2 is consistent. That's a

3 typographical error. It should be C-2.

4 For staff recommendations or staff findings:

5 Consider approval of the R-6 to C-2. It met all six

6 criterion.

7 MR. BRISKE: Board members, any questions of

8 the staff on the criteria?

9 Mr. Richardson, did you have any questions for

09:48 10 staff members before we move on to the public

11 comment?

12 MR. RICHARDSON: No, sir.

13 MR. BRISKE: For those members of the public

14 who wish to speak on this matter, please note that

15 the Planning Board bases its decision on the

16 criteria and exceptions described in 2.08.02.D of

17 the Escambia County Land Development Code. During

18 our deliberations the Planning Board will not

19 consider general statements of support or

09:49 20 opposition. Accordingly, please limit your

21 testimony to the criteria and exceptions described

22 in 2.08.02.D. Please also note that only those

23 individuals who are present and give testimony on

24 the record at this hearing before the Planning Board

25 will be allowed to speak at the subsequent hearing

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1 before the Board of County Commissioners.
 2 We do have two individuals it looks like.
 3 Sorry, just one signed up to speak. Nancy
 4 Licciardo; is that correct? Please come forward.
 5 Good morning. If you will, please be sworn in.
 6 (Nancy Licciardo, sworn.)
 7 MS. LICCIARDO: Good morning. We had a problem
 8 hearing back there in the back, so I didn't know if
 9 you could hear me. My name is Nancy Licciardo. I
 10 live at 112 Bayliss Court, two houses down from the
 11 back entrance to this business that's in question.
 12 I would like to address this concerning what
 13 type of business will be going into this building,
 14 if it's possible for you to let me know. I'm
 15 speaking on behalf of the two blocks around my
 16 neighborhood, around my address itself at 112
 17 Bayliss Court.
 18 There was a business there prior to this. It
 19 was a construction company and they started very
 20 early. If I'm not mistaken they tore down old
 21 houses for the County. They had a contract through
 22 the County. And I'm not trying to be ugly or
 23 anything, they would dump the old materials and
 24 stuff on that big concrete, the whole side of the
 25 building and they would go through it, I guess, and
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1 they would have a big bucket truck and at 6:00 in
 2 the morning they're scraping that big bucket truck
 3 across that concrete, which is just like scraping
 4 your fingernails on a chalkboard. It was terrible.
 5 It was open late at night and they had burn
 6 barrels out there and they would burn the materials
 7 that they brought from these old houses there. And
 8 the neighbors was very concerned because we did not
 9 know what was in the materials. We inhaled the
 10 smoke. It was dangerous as far as fire. And we
 11 have an elderly couple that owns the home next to
 12 this business, there's maybe ten feet in between,
 13 and the older gentleman is 91 years old. The
 14 elderly lady is in her eighties. This whole block
 15 is senior citizens.
 16 I'm not saying that that's the type of business
 17 that will be brought into the neighborhood, but I've
 18 been there 40-plus years and I've seen our
 19 neighborhood deteriorate by house trailers being
 20 brought in. There's no limit on that, no rules or
 21 anything. It's just been old dilapidated stuff
 22 pulled in. It's brought our value of our property
 23 down so low to I can't even sell my home now. So
 24 not only we're concerned about noise, the pollution
 25 of what type of business will be there, but also for
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1 the nerves and the welfare of the neighbors in that
 2 area.
 3 I understand that Massachusetts is a
 4 commercial, you know, big businesses. I know right
 5 across the street we do have -- it was a
 6 construction site, but they have that up for sell
 7 and they are moving their stuff, all their equipment
 8 and stuff, as far as I know. Now it could have
 9 changed, but they was moving out of the
 10 neighborhood. We do have smaller businesses around.
 11 They're very quiet. But I just wanted to know
 12 basically what type of business was going in because
 13 once it's in and the zoning is changed, there's
 14 nothing we can do about it.
 15 MR. BRISKE: Let me address your first question
 16 and then we'll maybe ask Mr. Horace Jones to discuss
 17 some of the criteria for businesses coming in. If
 18 the Planning Board recommends a change to the
 19 zoning, then any business that is permitted or
 20 permitted with a conditional use can go into that
 21 area.
 22 Allyson, can you please bring up the C-22
 23 zoning categories so we can show what the permitted
 24 uses would be there?
 25 MS. CAIN: (Complies.)
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1 MR. BRISKE: While they're looking that up, I
 2 will say this. There's been much discussion in
 3 front of this Board about whether or not we should
 4 know what the use of the property is when we're
 5 making our consideration and like I said, there's
 6 been much discussion about it. One of the, I guess,
 7 concerns that the Board has is that when we make a
 8 decision to recommend a zoning change, we're not
 9 making it based on the business that the Applicant
 10 necessarily wants to bring there. We're making it
 11 on the six criterion that are in the Land
 12 Development Code. Of course, if we make a
 13 recommendation and the BCC confirms that, anything
 14 that can go into that zoning district is permitted.
 15 So when we make a recommendation, we're not limiting
 16 it to a certain type of business that this gentleman
 17 may be looking to do. It will be permitted to do
 18 any of them and we're going to bring them up on the
 19 screen here in just a second so that you can see.
 20 Horace, while we're pulling that up, can you
 21 maybe address some of the criteria when a business
 22 comes in. State your name please, Horace.
 23 MR. JONES: Horace Jones, Division Manager. As
 24 Mr. Briske stated, C-2, it is very, very general
 25 commercial and there's a lot of uses that are
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1 allowed in a C-2 zoning. When we get the list you
 2 can see those. This is a very very unique case in
 3 the sense there is already an existing business
 4 there and existing building. And Mr. Lawrence
 5 Richardson, if he wants to get up and state the use
 6 of the building, I believe he can.
 7 But I'm not certain of what was there prior to
 8 that, but if they do decide to go with the existing,
 9 what was the previous use of that building, they
 09:57 10 can. If they decide to -- after the zoning change,
 11 if they decide to go with one of those zonings that
 12 goes with one of those uses that was not in there
 13 previously, there will be another process that they
 14 will have to go through.
 15 The development review process will look at the
 16 lighting, will look at all of those things to make
 17 sure that it doesn't cause such an adverse impact on
 18 the neighborhood and it conforms with all of the
 19 performance standards for that use that they want to
 09:57 20 go.
 21 Again, I believe it was told to us that they
 22 only want to basically go back with the same type of
 23 similar use because of that existing building that's
 24 on the land.
 25 MS. LICCIARDO: Okay. The reason I was asking
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1 and brought up the previous business is because the
 2 buffering, I don't know if there is a type of
 3 buffering that can buffer that type of noise from
 4 construction.
 5 MR. BRISKE: Horace, if you would maybe address
 6 some of the buffering criteria for C-2, and then,
 7 also, what potential remedies as far as code
 8 enforcement and things like that.
 9 MR. TATE: Can I say something? I live in a
 09:58 10 similar situation. There's really not buffering,
 11 but there are -- can you address the timing issues
 12 of outdoor operation, construction and that type of
 13 thing? Isn't that in the code, as well?
 14 MR. JONES: It is in the code, but that
 15 particular zoning district does not address the
 16 noise or the other use of operations for that. In
 17 ID-1 it would, but not in C-2.
 18 Now, if there's a noise issue, Code Enforcement
 19 will be involved. You can contact Code Enforcement.
 09:59 20 The Land Development Code does require buffering for
 21 C-2 because it is surrounded by residential uses.
 22 And they're substantial: Fencing, hedges, trees,
 23 deep landscaping, because we cannot allow that type
 24 of use to impact, but as far as the noise, that will
 25 be something that will have to be regulated through
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1 Code Enforcement and all those nuisances that's
 2 regulated through Code Enforcement.
 3 If the Planning Board -- if the BCC does
 4 recommend approval, you just have to be watchful of
 5 that and contact Code Enforcement if you think it's
 6 violating any of the noise ordinances or nuisance
 7 ordinances, and even if the building is not suitable
 8 and needs to be cleaned up, all of those things can
 9 be addressed and Code Enforcement will get involved,
 09:59 10 definitely.
 11 MS. LICCIARDO: Code Enforcement was called on
 12 this particular business and I'm not sure, but I
 13 believe that's the reason that it was closed down
 14 because the noise ordinance was not allowed.
 15 The thing about it is, the back of this
 16 business butts right up to Bayliss Court and Carey
 17 Memorial, which is all residential. The business is
 18 right here. There's a house right here with the
 19 elderly people in it. Across the street from the
 10:00 20 back of the property, it's not the front of the
 21 property, it's the back of the property that's
 22 giving the problems to the elderly people. I'm just
 23 speaking for them as well as myself. They call us
 24 because my husband is president of the neighborhood
 25 watch, which he could not be here because he has a
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1 doctor's appointment at the VA. But the point is
 2 I'm standing in for him and for all these elderly
 3 people that do live to the back of this building.
 4 You just don't know what it's like to hear steel
 5 scraping on concrete early in the morning. It
 6 actually rattled the windows in our homes across the
 7 street from this building.
 8 We're not knocking any business other than this
 9 real loud business. That's the only thing that we
 10:01 10 was concerned for. The elderly couple next to it
 11 they was just, you know, 90-something years old.
 12 You don't want to hear that noise all the time. So
 13 that's all I'm saying. I'm just asking what type of
 14 business will be put in that building?
 15 MR. BRISKE: Up on the screen now we have a
 16 list of the types of businesses that would be
 17 permitted. Zoning is cumulative in Escambia County,
 18 so that means any of the things that are in the C-1
 19 district would also be allowed in this district, as
 10:01 20 well. But this is the type of business that could
 21 be set up in there.
 22 Like I said, the Planning Board does not
 23 necessarily look at an individual business and make
 24 a determination. We look at those six criterion and
 25 see if it meets those six criterion. In this
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1 particular case it does meet the six criterion, so
 2 we have to consider those.
 3 Now it sounds like many of your concerns have
 4 to do with what we would deem more of a code
 5 enforcement issue or enforcement of the operation
 6 hours of the business. Like I said, I would
 7 recommend that you get with the County staff more
 8 and they can explain more of the things there if you
 9 do see problems with the property. We'll give
 10:02 10 Mr. Richardson an opportunity, if he would like to,
 11 to address this or ask questions.
 12 MS. LICCIARDO: Also, I don't want to take up
 13 anymore of your time but maybe one minute. Putting
 14 up a privacy fence, making it look nice on the back
 15 side. As it sits now, it would look better to have
 16 something in there and then take the time to make it
 17 look nice.
 18 MR. JONES: If they do proceed with this and
 19 the Board of County Commissioners approves this
 10:03 20 rezoning, when they come through the DRC process,
 21 development review process, we will, it's mandatory,
 22 there will some severe buffering, landscaping,
 23 fencing requirements. That has to be done.
 24 MS. LICCIARDO: I appreciate that because after
 25 it's over with, it's over with, and then we've got
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1 to go through the process of fighting the code and
 2 everyone, whereas if we would address the situation
 3 before it ever gets started it would be a lot
 4 easier. Thank you for your time.
 5 MR. BRISKE: Thank you, ma'am.
 6 Mr. Richardson, it's your option. Obviously
 7 your presentation has met the criteria, but as being
 8 a good neighbor if you want to address these issues,
 9 please.
 10:03 10 MR. RICHARDSON: Well, I certainly appreciate
 11 Ms. Licciardo's concerns. We don't want to, you
 12 know, destroy a neighborhood at all. The case she's
 13 talking about with the tractors was a short-term
 14 lease. We didn't know the man had heavy equipment.
 15 He was doing some work for Habitat for Humanity and
 16 needed a place. We didn't know he would bring the
 17 equipment there. We thought his equipment would
 18 stay on the site. But he brought it. And also Code
 19 Enforcement came by and issued a notice and he had
 10:04 20 to vacate the property. So she probably heard some
 21 noises for a while but then it went away, so you
 22 can't use it for that. We don't intend to do it
 23 that way or have that.
 24 The intention here is to have a building you
 25 can use in C-2. When you've got an R-6 building and
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1 you've got 13,000 square feet, it's hard to find a
 2 business that will match the zoning that you can use
 3 it for. So just to affirm what Horace said, it has
 4 to go through the DRC process, which is they cover
 5 everything, every aspect of the property and the
 6 building and it will be buffered and cleaned up and
 7 fixed up. That's one thing we want to get done. We
 8 would like to improve it and clean it up and make it
 9 nicer, but you've got to have some business.
 10:05 10 I wish I knew exactly who would buy it. I'll
 11 be glad to tell you, but I don't know. But I do
 12 know it has to meet all the aspects of what we're
 13 asking for and then go through the DRC process. And
 14 I'm sorry that happened with the noise level there.
 15 In addition, there's a lot -- there's C-2
 16 zoning right behind this property on Bayliss Court
 17 and across the street from it, as well. We intend
 18 to keep it up and make it nice, so I hope that helps
 19 you some. We would like to be good neighbors for
 10:05 20 the whole neighborhood. That's all I have to say.
 21 MR. BRISKE: Thank you, sir. Is there anyone
 22 else from the public that wishes to speak on this
 23 matter? Hearing none, I will now close the public
 24 comment portion of the hearing.
 25 Board members, do you have any additional
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1 questions for the staff or for the Applicant?
 2 MR. TATE: I have no questions. If we're
 3 ready, I'm ready to make a motion.
 4 MR. BRISKE: Yes, sir.
 5 (Motion by Mr. Tate.)
 6 MR. TATE: I move that this Board recommend
 7 approval of this rezoning case Z-2012-27, from R-6
 8 to C-2 and forward this to the Board of County
 9 Commissioners.
 10:06 10 MS. DAVIS: Second.
 11 MR. WINGATE: Second.
 12 MR. BRISKE: We have a motion and two seconds.
 13 Any further discussion? All those in favor, say
 14 aye.
 15 (Board members vote.)
 16 MR. BRISKE: Opposed?
 17 (None.)
 18 MR. BRISKE: The motion carries unanimously.
 19 (The motion passed unanimously.)
 10:06 20 MR. BRISKE: Thank you, Mr. Richardson.
 21 (Case Z-2012-27 concluded.)
 22 MR. BRISKE: We're going to now move on to our
 23 next case, which is Case Z-2012-09, is being
 24 remanded from the Board of County Commissioners.
 25 That one is Mr. Page, as well, isn't it? All right.
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1 MR. TATE: Mr. Chair, can I move that we hold
2 this meeting and move to our regular meeting and
3 conduct as much business as possible until Mr. Page
4 comes?
5 MR. BRISKE: I think that would be appropriate
6 at this time. We're going to temporarily pause the
7 quasi-meeting hearing and come back to it since
8 Mr. Page's delay was not of his own fault it
9 appears. I hope he's okay.
10:07 10 MR. JONES: He is.
11 MR. BRISKE: He's in front of this Board quite
12 a bit, so we've all gotten to know him. So we'll
13 put the quasi-judicial hearing on hold right now and
14 we will now open the Escambia County Planning Board
15 meeting for November 5th, 2012.
16 (Quasi-judicial hearings recessed, after which
17 the proceedings continued.)
18 MR. BRISKE: I call back into order the
19 quasi-judicial hearing for November 5th. We have --
11:41 20 Mr. Buddy Page cannot make it. He was involved in
21 an accident and we would like to address items
22 Z-2012-26 and the remanded case Z-2012-09. The
23 Chair will entertain a motion for extension to next
24 month on those items.
25 MR. TATE: Move to move those to the
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1 December 10th meeting.
2 MR. BRISKE: Any other discussion on that? Do
3 we have a second?
4 MS. DAVIS: Second.
5 MR. BRISKE: We have a motion and a second.
6 All those in favor, say aye.
7 (Board members vote.)
8 MR. BRISKE: And no one is opposed. Thank you,
9 Linda.
11:42 10 We're going to adjourn quasi-judicial hearing
11 for today. Thank you.
12 (The quasi-judicial hearings concluded at 11:41
13 a.m.)
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TAYLOR REPORTING SERVICES, INCORPORATED

1 CERTIFICATE OF REPORTER
2
3 STATE OF FLORIDA
4 COUNTY OF ESCAMBIA
5
6 I, LINDA V. CROWE, Court Reporter and Notary
7 Public at Large in and for the State of Florida, hereby
8 certify that the foregoing Pages 2 through 30 both
9 inclusive, comprise a full, true, and correct transcript of
10 the proceeding; that said proceeding was taken by me
11 stenographically, and transcribed by me as it now appears;
12 that I am not a relative or employee or attorney or counsel
13 of the parties, or relative or employee of such attorney or
14 counsel, nor am I interested in this proceeding or its
15 outcome.
16 IN WITNESS WHEREOF, I have hereunto set my hand
17 and affixed my official seal on 14th day of November 2012.
18
19
20 LINDA V. CROWE, COURT REPORTER
21 Notary Public - State of Florida
22 My Commission No.: DD 848081
23 My Commission Expires: 02-05-2013
24
25
TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. B.

Meeting Date: 11/05/2012

CASE : Z-2012-27

APPLICANT: Lawrence Richardson, Agent
for John W. Hawkins, Jr.

ADDRESS: 124 Massachusetts Ave

PROPERTY REF. NO.: 46-1S-30-2001-007-011

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

DISTRICT: 3

OVERLAY DISTRICT: Palafox Overlay District

BCC MEETING DATE: 12/06/2012

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (20 du/acre).

TO: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre).

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

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

CPP FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of

adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal activities.

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

FINDINGS

The proposed amendment to ~~C-4~~ **C-2** is **consistent** with the intent and purpose of Future Land Use category MU-U, Mixed-Use Urban as stated in CPP FLU 1.3.1. This FLU category allows for a mix of residential and non-residential uses such as retail, professional office and light industrial while promoting infill development. The proposed amendment will utilize the existing roads and infrastructure as stated in CPP FLU 1.5.3.

CRITERION (2)

Consistent with The Land Development Code.

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

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

B. Permitted uses.

1. Any use permitted in the R-5 district.
2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
 - a. Food and drugstore, including convenience stores without gasoline sales.
 - b. Personal service shop.
 - c. Clothing and dry goods store.
 - d. Hardware, home furnishings and appliances.
 - e. Specialty shops.
 - f. Banks and financial institutions.
 - g. Bakeries, whose products are made and sold at retail on the premises.

- h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
- i. Health clubs, spa and exercise centers.
- j. Studio for the arts.
- k. Martial arts studios.
- l. Bicycle sales and mechanical services. m. Other retail/service uses of similar type and character of those listed herein above.
- 3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
- 4. Restaurants.
- 5. Automobile service stations (no outside storage, minor repair only).
- 6. Appliance repair shops (no outside storage or work permitted).
- 7. Places of worship and educational facilities/institutions.
- 8. Fortune tellers, palm readers, psychics, etc.
- 9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
- 10. Mobile home subdivision or park.
- C. Conditional uses.
 - 1. Any conditional use allowed in the R-5 district.
 - 2. Drive-through restaurants (fast food or drive-in, by whatever name known).
 - 3. Any building exceeding 120 feet height.
 - 4. Neighborhood commercial uses that do not exceed 35,000 square feet of floor area.
 - 5. Automobile service operations, including indoor repair and restoration (not including painting), and sale of gasoline (and related service station products), gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.
 - 6. Mini-warehouses meeting the following standards:
 - a. One acre or less in size (building and accessory paved area);
 - b. Three-foot hedge along any right-of-way line;
 - c. Dead storage use only (outside storage of operable vehicles including cars, light trucks, RVs, boats, and similar items).
 - d. No truck, utility trailer, and RV rental service or facility allowed, see C-2.
 - 7. Radio broadcasting and telecasting stations, studios, and offices with satellite dishes and antennas. On-site towers are prohibited. (See section 6.08.02.L.)
 - 8. Temporary structures. (See section 6.04.16)
 - 9. Arcade amusement centers and bingo facilities.
- D. Off-street parking regulations. See section 7.02.00.
- E. Site and building requirements. Lot coverage, lot width, yard requirements and building height limitations (unless modified pursuant to subpart C above) are the same as the R-5 district.
- F. Landscaping. See section 7.01.00.
- G. Signs. See article 8.
- H. Locational criteria. See article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.

LDC 6.05.16. C-2 General commercial and light manufacturing district (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial district, is intended to serve a

considerably greater population, and offers a wider range of services. The maximum density for residential uses is 25 dwelling units per acre.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in Article 7.

B. Permitted uses.

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailerred boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
 - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
 - (1) One thousand feet from a preexisting adult entertainment establishment;
 - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
 - (3) One thousand feet from a preexisting place of worship;
 - (4) One thousand feet from a preexisting educational institution;
 - (5) One thousand feet from parks and/or playgrounds;
 - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. Borrow pits and reclamation activities thereof (subject to local permit and development

review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

22. Temporary structures. (See section 6.04.16)

23. Arcade amusement centers and bingo facilities.

24. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

6.07.05. Palafox Overlay District

A. Intent and purpose of district. The Palafox Overlay District is intended to provide an enhanced level of protection to the mixed use character of the Palafox Community Redevelopment District thereby furthering the objectives of the Palafox Community Redevelopment Plan. The Palafox Overlay District is rather diverse with the amount of commercially and industrially zoned properties blended with isolated neighborhood-type residentially zoned properties. This is a zoning overlay and the regulations herein expand upon the existing zoning district regulations otherwise imposed on individual parcels within the district.

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

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

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

E. Prohibited uses.

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

2. Mobile home/manufactured home parks.

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

1. Retail sale of alcohol for off-premises consumption.

2. Bars and nightclubs.

3. Pawn shops and check cashing services.

4. Commercial amusement arcades, including billiard parlors and game machine arcades.

5. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).

6. Truck, utility trailer, and RV rental service or facility.

7. Portable food vendors.

8. Welding shops located in C-1 zoning districts.

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

1. Proposed hours of operations.

2. Other similar properties managed by the applicant, if applicable.

3. Explanation of any franchise agreement.

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

LDC 7.01.06. Buffering between zoning districts and uses. Spatial relationships between C-2 zoning districts where they are adjacent to multiple-family and office districts (R-3PK, R-4, R-5, R-6, V-4, VM-1, VM-2, PUD), require a buffer and that commercial land uses, where they are adjacent to residential uses require a buffer.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is within the Palafox Overlay District. Compliance with the Palafox Overlay District Plan will be addressed by CRA staff.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

Within the 500' radius impact area, staff observed properties with zoning districts C-1, R-6 and C-2.

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

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

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

CRITERION (6)

Development patterns.

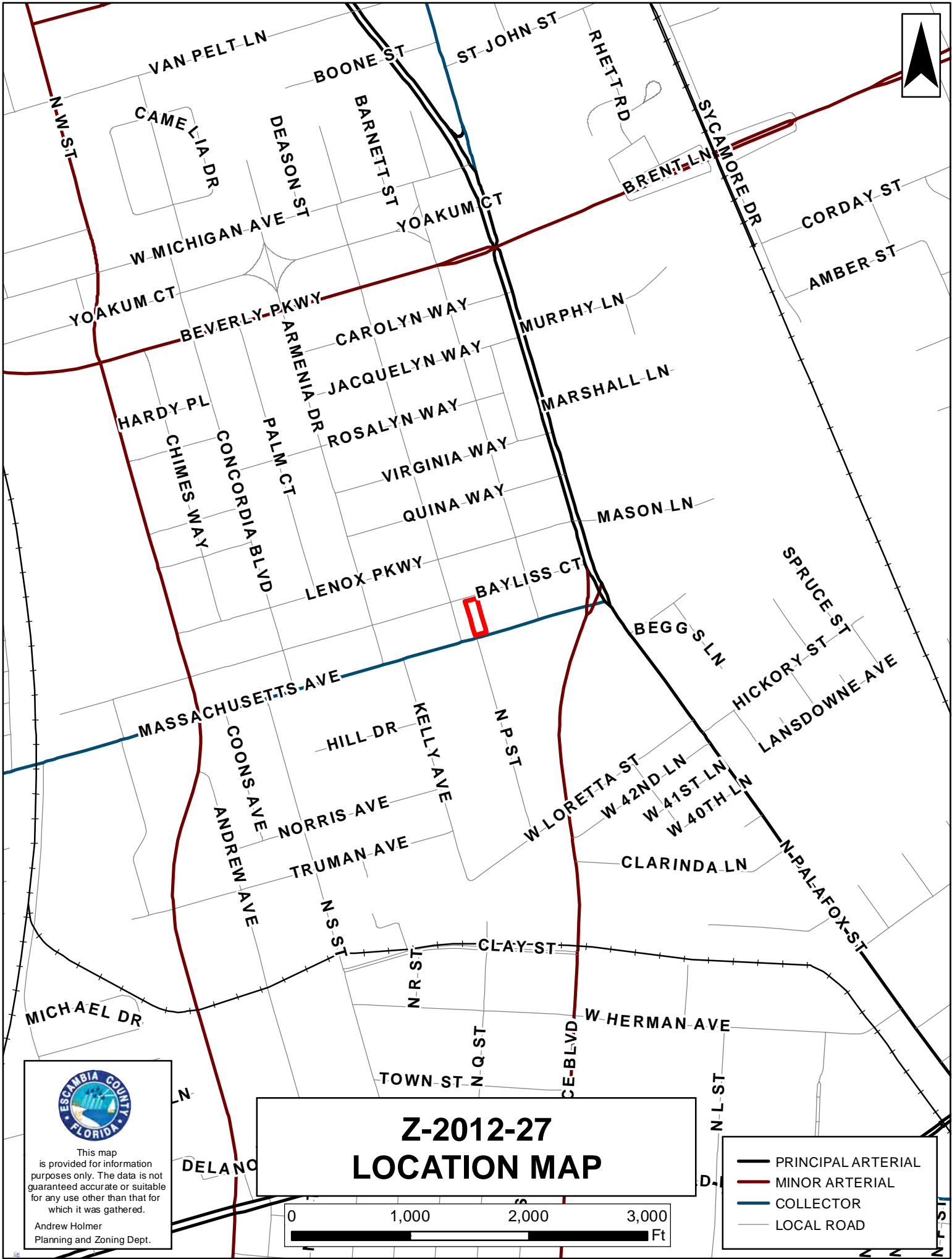
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern due to the existing linear commercial development which is a characteristic of this particular roadway classification.

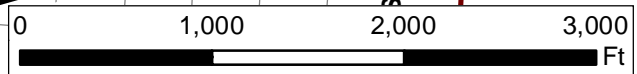

Attachments

Z-2012-27



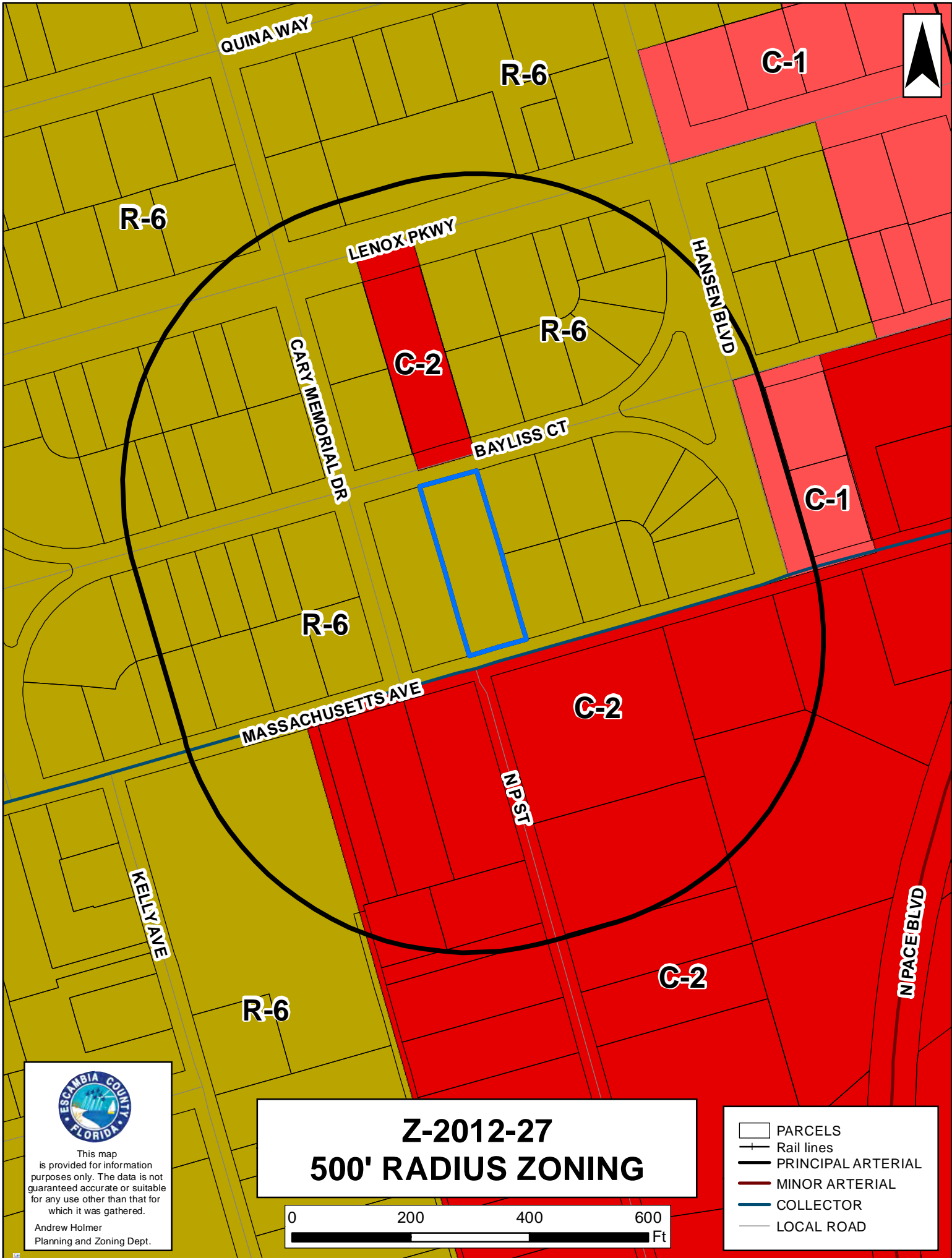
Z-2012-27 LOCATION MAP

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

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

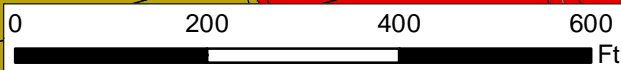
Andrew Holmer
Planning and Zoning Dept.



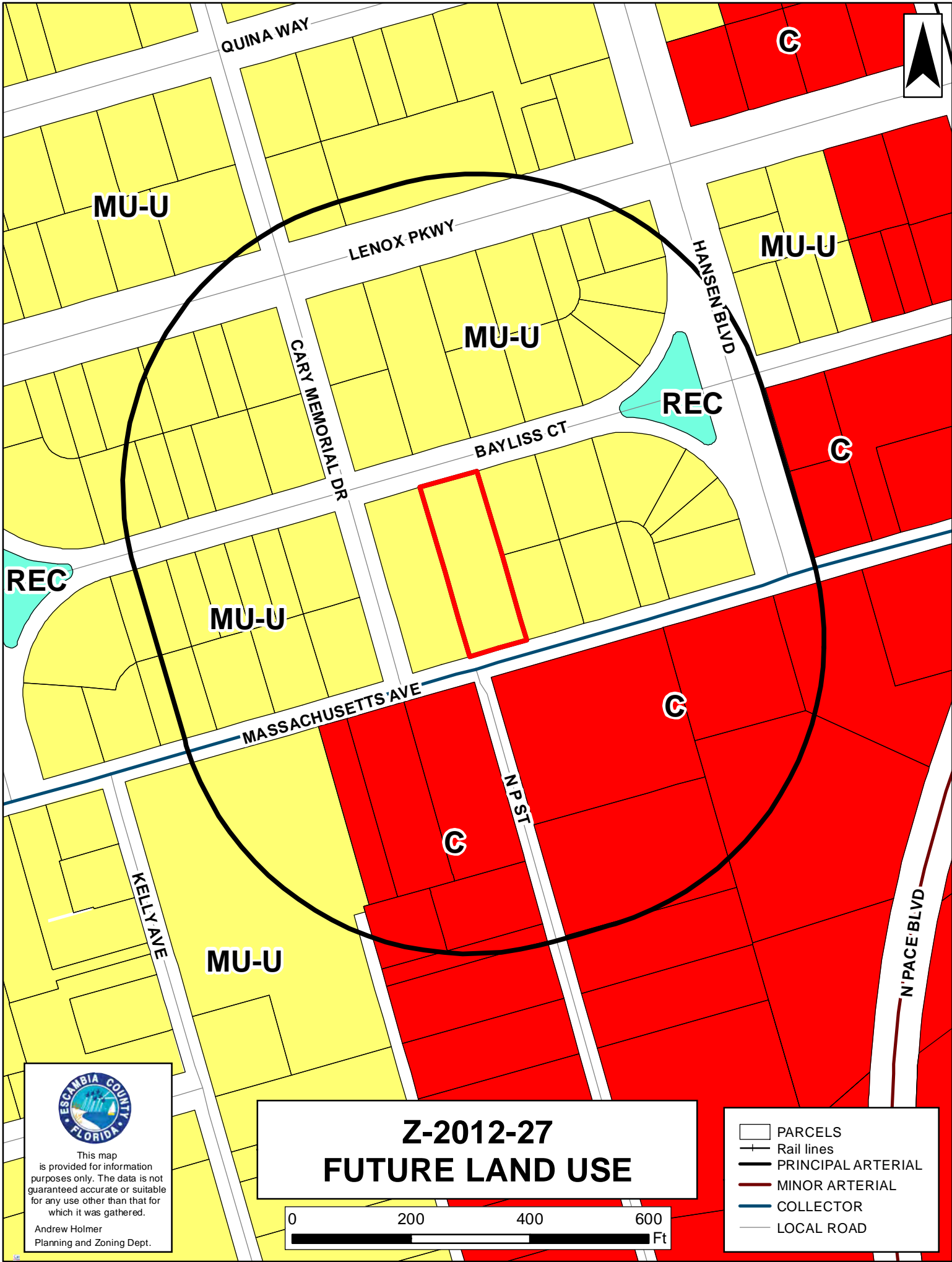
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-27 500' RADIUS ZONING



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



MU-U

G

LENOX PKWY

MU-U

MU-U

HANSENS BLVD

REC

BAYLISS CT

G

REC

MU-U

MASSACHUSETTS AVE

G

N P ST

G

KELLY AVE

MU-U

N PACE BLVD



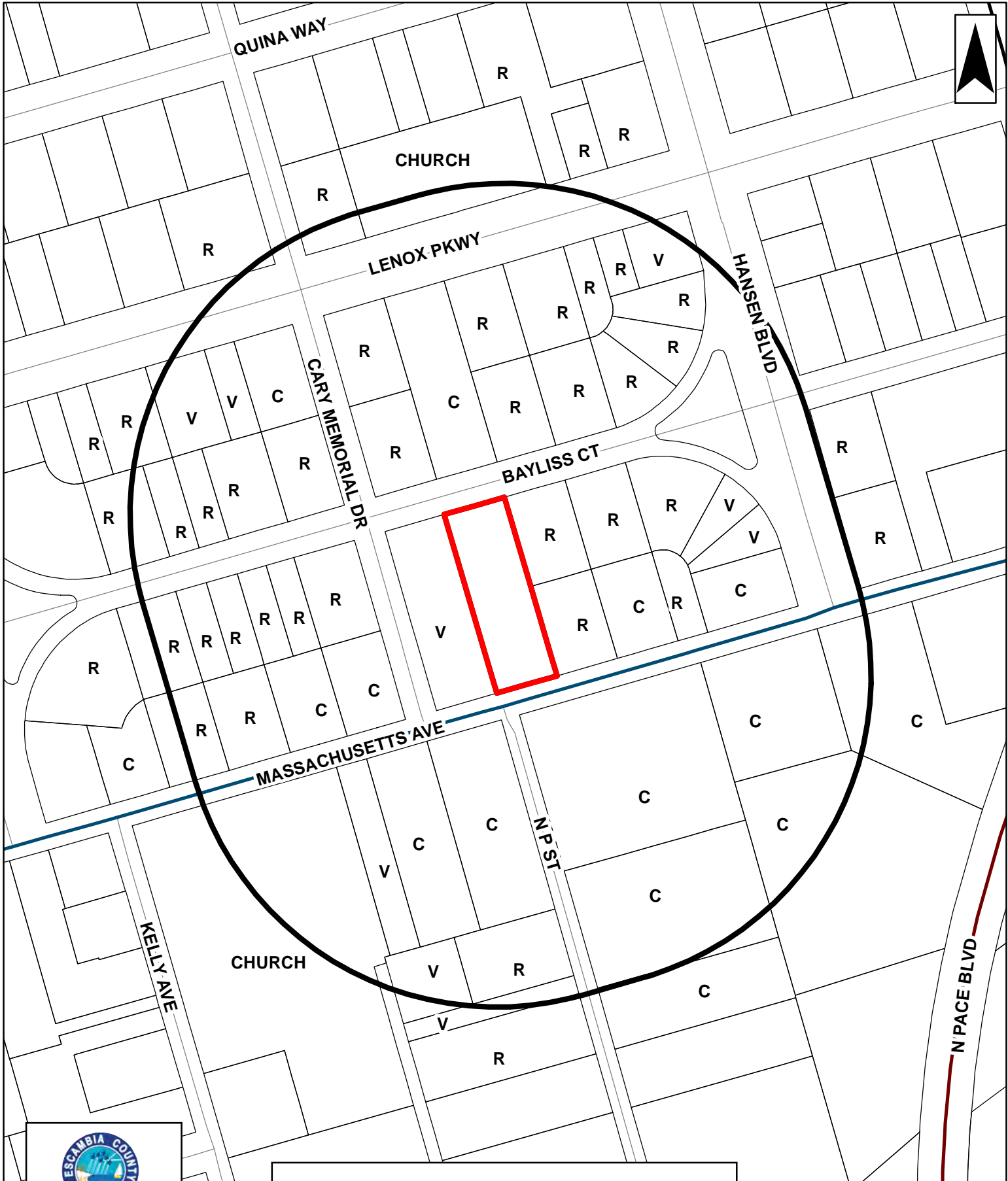
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Andrew Holmer
Planning and Zoning Dept.

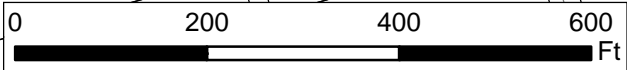
**Z-2012-27
FUTURE LAND USE**




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



**Z-2012-27
EXISTING LAND USE**



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



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Andrew Holmer
Planning and Zoning Dept.



BAYLISS CT

CARY MEMORIAL DR

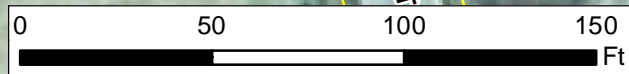
MASSACHUSETTS AVE








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Andrew Holmer
Planning and Zoning Dept.

Z-2012-27 AERIAL MAP



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





Looking West Along Massachusetts



Looking Northeast At Subject Property



Looking North



Looking Northwest At Subject Property



Looking North At Subject Property



Looking East Along Massachusetts Ave



Looking South from Subject Property



Looking Southwest From Subject Property

Z-2012-27



Development Services Department

Escambia County, Florida

APPLICATION



Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: R6 to: C2

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

Owner(s) Name: HAWKINS JOHN W. Trustee For HAWKINS JOHN W Revocable TRUST Phone: 850-503-0290

Address: 6445 SCenic Hwy Pensacola FL 32504 Email: ZRS352@yahoo.com

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

Property Address: 124 MASSACHUSETTS AVE. PENSACOLA FL 32505

Property Reference Number(s)/Legal Description: 4615302001067011; 042463000

SEE ATTACHED LEGAL DESCRIPTION

By my signature, I hereby certify that:

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

Lawrence Richardson
Signature of Owner/Agent

Lawrence Richardson
Printed Name Owner/Agent

10-2-12
Date

John W. Hawkins, Jr.
Signature of Owner

JOHN W. HAWKINS, JR
Printed Name of Owner

10-2-12
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2 day of Oct by John W. Hawkins

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

A Faye Greene
Signature of Notary
(notary seal must be affixed)

N. FAYE GREENE
Printed Name of Notary



FOR OFFICE USE ONLY CASE NUMBER: Z-2012-27

Meeting Date(s): PB Nov 5 / BCC Dec 6 Accepted/Verified by: A. Cain Date: 10/3/12

Fees Paid: \$1050 Receipt #: _____ Permit #: PRZ 12100026



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2012-27

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 4615302001007011

Property Address: 124 MASSACHUSETTS AVE PENSACOLA FL 32505

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 2nd DAY OF October, YEAR OF 2012.

[Signature]
Signature of Property Owner

JOHN W. HAWKINS, JR
Printed Name of Property Owner

10-2-12
Date

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 124 MASSACHUSETTS AVE PENSACOLA FL 32505
Florida, property reference number(s) 461530 2001 007011 ACCT 042463000

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

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

This Limited Power of Attorney is granted on this 2nd day of October the year of,
2012, and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development
Services Bureau.

Agent Name: LAWRENCE RICHARDSON Email: richlr@bellsouth.net
Address: 2299 Scenic Hwy M-4 Pensacola FL 32503 Phone: 850-499-9824

[Signature]
Signature of Property Owner

JOHN W. HAWKINS, JR
Printed Name of Property Owner

10-2-12
Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 2 day of Oct 20 12
by JOHN W. HAWKINS

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

[Signature]
Signature of Notary

N. FAYE GREENE
Printed Name of Notary



**LETTER OF REQUEST FOR REZONING OF 124
MASSACHUSETTS AVE. PENSACOLA, FL 32505**

10-03-12

THE PROPERTY I AM ASKING TO REZONE IS A LARGE BUILDING LOCATED ON A 100 X 300' LOT AT 124 MASSACHUSETTS AVE. THE PROPERTY IS CURRENTLY ZONED R6 AND NEEDS AN UPGRADE TO C2 TO BE MORE USEABLE AND MEET THE DEMANDS OF THE AREA WITH OUT BEING INCOMPATIBLE WITH ANY LAND USE CODES. THE SIZE OF THE BUILDING SEEMS TO BE OUT OF SYNC WITH THE USES THAT ARE ALLOWED IN R6. MOST USES FOR THIS SIZE BUILDING REQUIRE C2 ZONING.

THE C2 ZONING WILL STILL BE LIKE THE USES OF MANY OF THE BUSINESSES AROUND THE BUILDING AND IN THE NEIGHBORHOOD BOTH NOW AND IN FUTURE GROWTH.

I WOULD LIKE TO ASK THAT THE PLANNING BOARD AND THE BCC APPROVE THIS REQUEST TO UPGRADE THE ZONING TO C2.

REZONING CRITERIA

124 MASSACHUSETTS AVE, PENSACOLA, FL., 32505

a--- CONSISTENCY WITH THE COMPREHENSIVE PLAN:

THE SUBJECT PROPERTY IS CONSISTENT WITH THE COMPREHENSIVE PLAN. THE PROPERTY IS SURROUNDED BY MANY COMMERCIAL BUSINESSES THAT HAVE C-2 ZONING AND COMMERCIAL USES. MANY OF THE EXISTING BUILDINGS ARE LARGE IN NATURE FOR THEIR BUSINESS AS IS THE EXISTING BUILDING CONSISTING OF 13,720 SQ. FT.

b--- CONSISTENCY WITH THIS CODE:

THE PROPOSED ADMENDMENT WILL NOT BE IN CONFLICT WITH ANY PORTION OF THE LAND DEVELOPMENT CODE AND WILL BE CONSISTENT WITH STATED PURPOSE AND INTENT OF THE LAND DEVELOPMENT CODE.

c--- COMPATIBILITY WITH SURROUNDING USES:

THE PROPOSED AMENDMENT TO C2 WOULD BE COMPATIBLE TO THE EXISTING USES IN THE AREA. MANY OF THE ADJACENT BUSINESSES ARE LARGE BUILDINGS THAT REQUIRE C2 ZONING FOR THEIR BUSINESS. THERE ARE BUSINESSES IN FRONT OF AND BEHIND THE SUBJECT PROPERTY THAT ARE OPERATING UNDER C2 ZONING.

d--- CHANGED CONDITIONS: NO CHANGED CONDITIONS WOULD OCCURR IF THE ZONING IS CHANGED TO C2. THE AREA HAS ZONING THAT WILL BUFFER THE PROPOSED ZONING.

e--- EFFECT ON NATURAL ENVIROMENT: THE SUBJECT PROPERTY IS ALREADY DEVELOPED AND MEETS ALL CURRENT COUNTY CRITERIA FOR USE.

f--- DEVELOPMENT PATTERNS: THE REZONING TO C2 OF THE SUBJECT PROPERTY WILL CONTINUE IN A LOGICAL AND ORDERLY DEVELOPMENT PATTERN AND WILL PROBABLY ENHANCE THE AREA AND CREATE A BETTER BUSINESS ENVIROMENT AND USE.

Cord - 52⁵⁰
ad. tax - .70

53²⁰

This instrument prepared by:
A. Alan Manning, Esq.
Clark, Partington, Hart, Larry,
Bond, & Stackhouse
Post Office Box 13010
Pensacola, FL 32591-3010
(850) 434-9200

CPH&H File no. 94-1876

Parcel ID#s: 22-1S-30-1101-004-008
46-1S-30-2001-007-011
50-2S-30-1000-024-001
35-3S-32-1105-000-001

This Warranty Deed was prepared without a title search at the request of Grantor and Grantee, and no title insurance policy was issued in connection herewith.

WARRANTY DEED

This Indenture, made this 15th day of August, 2011, between **JOHN W. HAWKINS and HAZEL N. HAWKINS, husband and wife (collectively, "Grantor")**, whose address is 6445 Scenic Highway, Pensacola, Florida 32504, and **JOHN W. HAWKINS, OR HIS SUCCESSOR, AS TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JOHN W. HAWKINS DATED AUGUST 15th, 2011 ("Grantee")**; whose address is 6445 Scenic Highway, Pensacola, Florida 32504.

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

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

Full power and authority is hereby granted to the aforementioned Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said property or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation for indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, all such personal

liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Indenture.

In no case shall any party dealing with the Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the above-referenced trust agreement. In addition, every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the conditions and limitations contained in this Indenture and in the trust agreement or in any amendments thereof and binding upon all beneficiaries thereunder, and (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument. In addition, with respect to any deed, trust deed, mortgage, lease or other instrument executed by a successor trustee or co-successor trustees in relation to said property and under the trust agreement, if the successor trustee or co-successor trustees execute and record an affidavit certifying their capacity and authority as successor trustee or co-successor trustees under the trust agreement, such affidavit shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, deed, trust deed, lease, mortgage or other instrument that such successor trustee or co-successor trustees have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her, or their predecessor trustee(s) under the trust agreement, including Trustee.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

[signature page follows]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

John W. Hawkins
John W. Hawkins

J. Thomas Fife
J. Thomas Fife
[Type/print name of witness]

A. Faye Greene
N. Faye Greene
[Type/print name of witness]

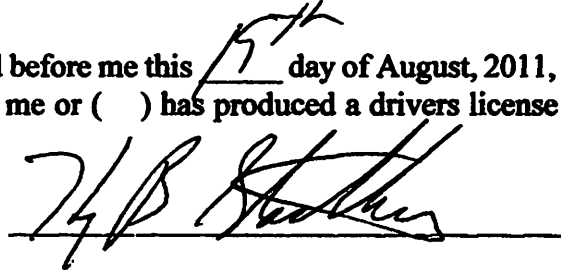
Hazel N. Hawkins
Hazel N. Hawkins

J. Thomas Fife
J. Thomas Fife
[Type/print name of witness]

A. Faye Greene
N. Faye Greene
[Type/print name of witness]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by John W. Hawkins. He () is personally known to me or () has produced a drivers license as identification.



(Print/Type Name)
NOTARY PUBLIC

Commission Number: _____
My Commission Expires: _____

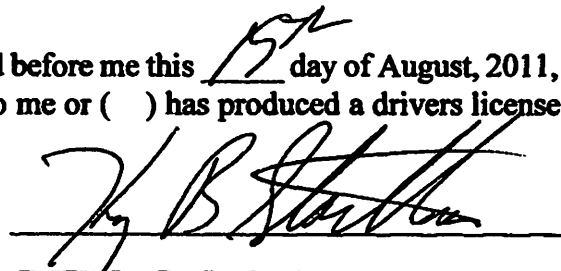
(NOTARIAL SEAL)



HARRY B. STACKHOUSE
COMMISSION # EE46840
EXPIRES: February 23, 2015

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by Hazel N. Hawkins. She () is personally known to me or () has produced a drivers license as identification.



(Print/Type Name)
NOTARY PUBLIC

Commission Number: _____
My Commission Expires: _____

(NOTARIAL SEAL)



HARRY B. STACKHOUSE
COMMISSION # EE46840
EXPIRES: February 23, 2015

RECORDED AS RECEIVED

EXHIBIT "A"

PARCEL 1:

A PORTION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF A SUBDIVISION OF LOT 1 OF SAID SECTION, ACCORDING TO PLAT FILED IN DEED BOOK 49, PAGE 241 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 87°28'22" WEST ALONG THE NORTH LINE OF SAID LOT 9 FOR A DISTANCE OF 87.78 FEET TO AN IRON NAIL ON THE WEST RIGHT OF WAY LINE OF PENSACOLA BOULEVARD (100' R/W) FOR THE POINT OF BEGINNING; THENCE SOUTHWEST 87°28'22" WEST, 220.20 FEET TO AN IRON NAIL; THENCE SOUTH 02°59'44" WEST, 138.75 FEET TO AN IRON NAIL ON THE EAST RIGHT OF WAY LINE OF ST. AUGUSTINE & SAN FRANCISCO RAILROAD (100' R/W); THENCE NORTH 15°39'10" WEST ALONG SAID EAST LINE, 242.34 FEET TO AN IRON NAIL; THENCE NORTH 64°43'42" EAST, 213.32 FEET TO A CONCRETE MONUMENT ON SAID WEST LINE; THENCE SOUTHWEST ALONG SAID WEST LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 11591.70 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 25°34'58" WEST 223.19 FEET FOR AN ARC DISTANCE OF 223.19 FEET TO THE POINT OF BEGINNING, CONTAINING 1.006 ACRES, MORE OR LESS.

PARCEL 2:



Lots 7, 8, 11, and 14, Block 11, Brentwood Park, a subdivision of Sections 46 and 47, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 1 at page 11 of the public records of Escambia County, Florida.

PARCEL 3:

A parcel of land in Section 50, T2S, R30W, Escambia County, Florida, containing 1.4081 acres, more or less, and described as follows: Commence at a permanent monument at the SE corner of Block 9 of Corry, a subdivision according to plat recorded in Plat Book 1 at page 53 of the public records of said county; thence go S 82°10'00" W along the S line of the said Block 9 a distance of 270.00 feet to the E line of Corry Drive (a county R/W, 50 feet in width); thence go N 07°50'00" W along the E line of Corry Drive a distance of 120.00 feet to the N boundary of the said Corry Subdivision; thence go S 82°10'00" W a distance of 496.00 feet to a concrete monument; thence go N 87°59'00" W a distance of 604.44 feet to the E line of Admiral Murray Boulevard (Navy Blvd., a State R/W, 200 feet in width); thence go S 02°01'00" W along the said right of way line a distance of 230.00 feet to the Point of Beginning of this description; thence continue S 02°01'00" W along the said right of way line a distance of 175.00 feet; thence go S 87°39'00" E a distance of 218.05 feet to an intersection with the North line of the said Corry Subdivision (said line being a non-tangent circular curve concave to the S, having a radius of 1442.53 feet, a central angle of 07°45'39", a chord bearing N 46°19'47" E and a chord distance of 195.23 feet); thence go Northeasterly along the said curve an arc distance of 195.39 feet; thence go N 02°01'00" E a distance of 95.30 feet; thence go N 87°59'00" W a distance of 134.44 feet; thence go S 02°01'00" W a distance of 80.00 feet; thence go N 87°59'00" W a distance of 200.00 feet to the Point of Beginning.

PARCEL 4:

Beginning at Southeast corner of Lot 98, GULF BEACH SUBDIVISION, Plat Book 4, Page 52, North 0°44'0" East, 929.30 feet for Point of Beginning, continue North 0°44'0" East, 317.52 feet to South right of way line of Sesames Street (50 feet R/W), North 89°57'50" East, 168.07 feet to Westerly right of way line of Gulf Beach Highway (S.R. 832), South 01°44'10" East along right of way 317.98 feet, South 89°57'49" West, 178.07 feet to Point of Beginning. Lying and being in Section 35, Township 3 South, Range 22 West, Escambia County, Florida

[Back](#)

Source: Escambia County Property Appraiser

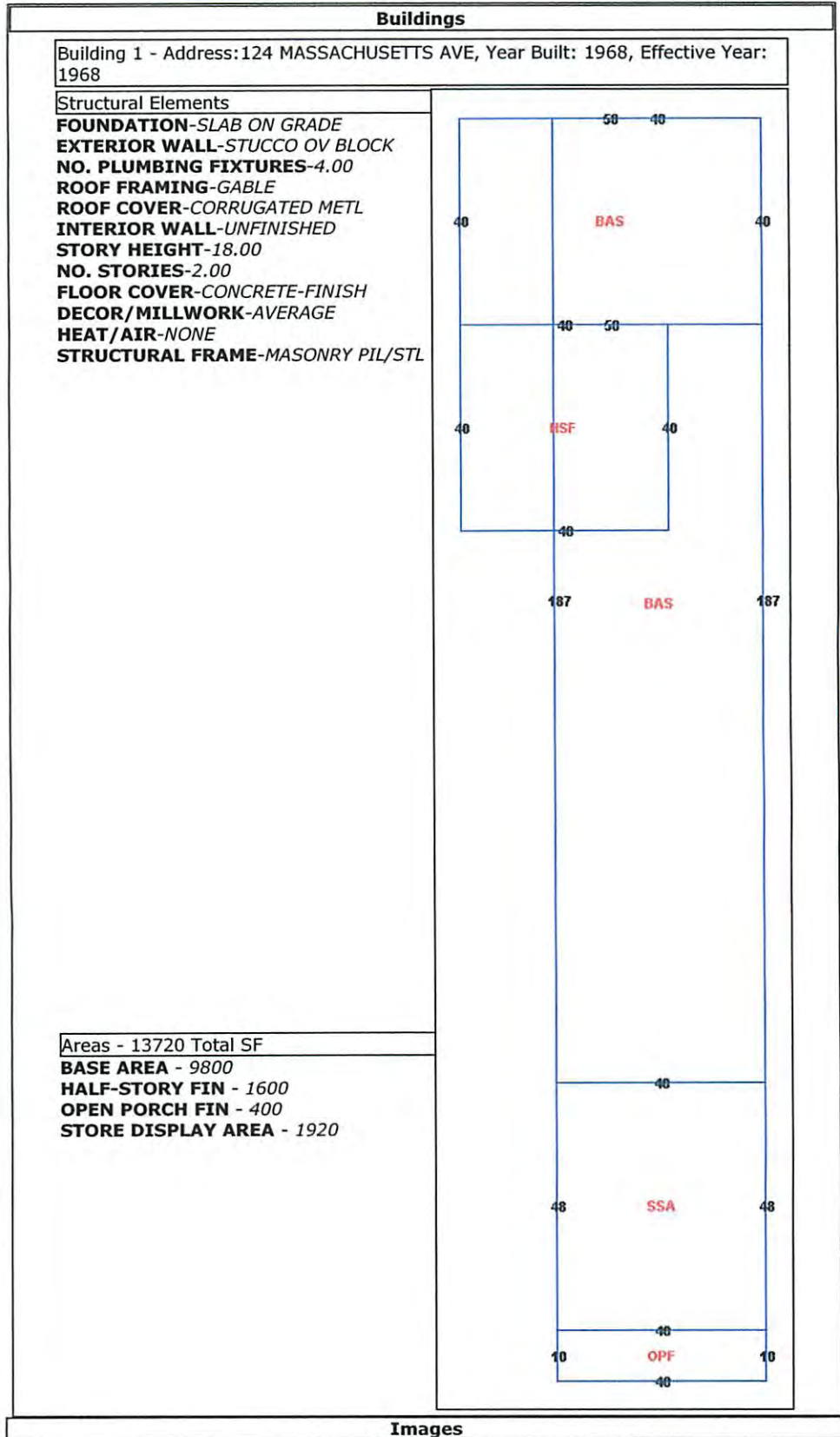
[Restore Full Page Version](#)

General Information		2012 Certified Roll Assessment	
Reference:	461S302001007011	Improvements:	\$128,742
Account:	042463000	Land:	\$39,330
Owners:	HAWKINS JOHN W TRUSTEE FOR HAWKINS JOHN W REVOCABLE TRUST	Total:	\$168,072
Mail:	6445 SCENIC HWY PENSACOLA, FL 32504	Save Our Homes:	\$0
Situs:	124 MASSACHUSETTS AVE 32505	Disclaimer	
Use Code:	WAREHOUSE, DISTRIBUT	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2012 Certified Roll Exemptions	
		None	
Sale Date	Book Page	Value	Type
			Official Records (New Window)
08/19/2011	6756 379	\$100	WD View Instr
03/2004	5372 564	\$100	WD View Instr
03/2004	5366 615	\$100	WD View Instr
06/1985	2084 874	\$109,000	WD View Instr
01/1977	1109 625	\$125,000	WD View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
Legal Description		Extra Features	
ALL LTS 7 8 & LTS 13 14 BLK 11 BRENTWOOD PARK S/D PB 1 P 11...		6' CHAINLINK FENCE ASPHALT PAVEMENT	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: 46-1S-30-1</p> <p>Approx. Acreage: 0.6800</p> <p>Zoned: R-6</p>	
---	--





7/20/11



5/19/03



7/22/05



3/15/06

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

**Escambia County Property Appraiser
461S302001007011 - Full Legal Description**

**ALL LTS 7 8 & LTS 13 14 BLK 11 BRENTWOOD PARK S/D PB 1 P 11 SEC 8/10 T 2S R 30
AND SEC 46/47 T 1S R 30 OR 2084 P 874 OR 5372 P 564 OR 6756 P 379**

PARCEL 2:
 LOTS 7, 8, 13 AND 14, BLOCK 11, BRENTWOOD PARK, A SUBDIVISION OF A PORTION OF SECTIONS 46 AND 47, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SURVEYORS NOTES:

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES OR TRANSACTIONS WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT. NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.

ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

IMPROVEMENT LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

BASIS OF BEARING: NORTH PER PLAT.

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION, COUNTY PROPERTY APPRAISER'S TAX MAP: COPY OF OR BOOK 6756, PAGE 384. COPY OF PLAT BOOK 1, PAGE 11.

SWINNEY & ASSOCIATES, INC.

3603 SUNNYSIDE ST.
 PENSACOLA, FLORIDA 32507
 (850) 453-4261 FAX: (850) 458-2630
 D.SWINNEY@ATT.NET

LICENSE BUSINESS NO. 7092

ADDRESS: 124 MASSACHUSETTS AVENUE			
REQUESTED BY: LARRY RICHARDSON			
TYPE: BOUNDARY WITH IMPROVEMENTS			
SECTION: 48	TOWNSHIP: 1 SOUTH	RANGE: 30 WEST	COUNTY: ESCAMBIA
SCALE: 1"=40'	DRAWN BY: REM	FIELD DATE: 09/23/2012	
DATE: 10/01/2012	CREW: MS/ZL	FIELD BOOK: 256	PAGE: 4
REVISION DATE:			

SURVEYORS CERTIFICATE

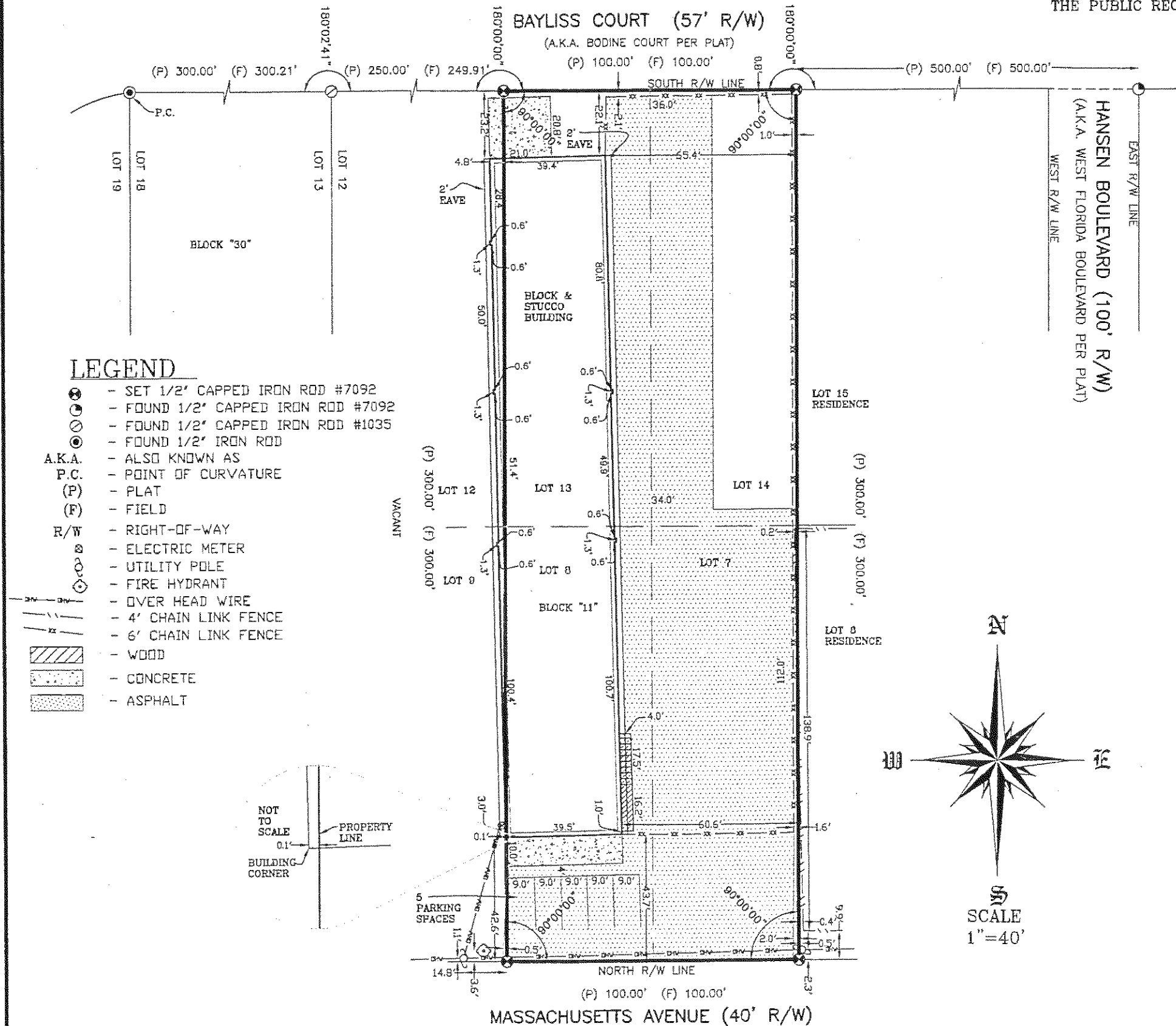
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

(Signature)
 DAVID MARK SWINNEY
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5641
 STATE OF FLORIDA

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

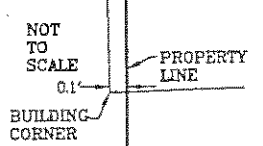
DRAWING NUMBER:

12-13462A



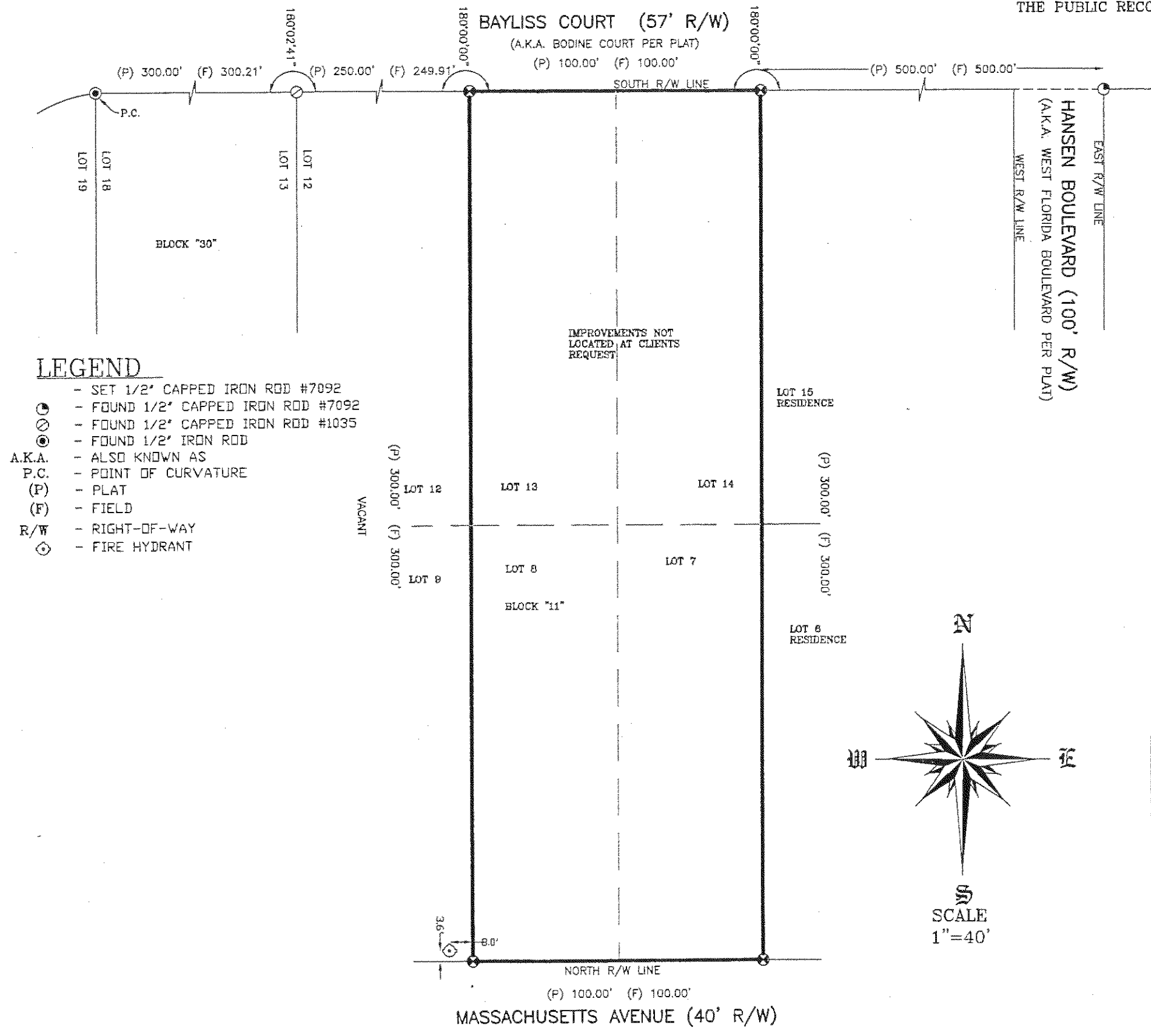
LEGEND

- ⊙ - SET 1/2" CAPPED IRON ROD #7092
- ⊙ - FOUND 1/2" CAPPED IRON ROD #7092
- ⊙ - FOUND 1/2" CAPPED IRON ROD #1035
- ⊙ - FOUND 1/2" IRON ROD
- A.K.A. - ALSO KNOWN AS
- P.C. - POINT OF CURVATURE
- (P) - PLAT
- (F) - FIELD
- R/W - RIGHT-OF-WAY
- ⊕ - ELECTRIC METER
- ⊕ - UTILITY POLE
- ⊕ - FIRE HYDRANT
- — — — — OVER HEAD WIRE
- — — — — 4' CHAIN LINK FENCE
- — — — — 6' CHAIN LINK FENCE
- ▨ - WOOD
- ▨ - CONCRETE
- ▨ - ASPHALT



DESCRIPTION: (PER OFFICIAL RECORD BOOK 6756 PAGE 384)

PARCEL 2:
 LOTS 7, 8, 13 AND 14, BLOCK 11, BRENTWOOD PARK, A SUBDIVISION OF A PORTION OF SECTIONS 46 AND 47, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.



LEGEND

- SET 1/2" CAPPED IRON ROD #7092
- ⊙ - FOUND 1/2" CAPPED IRON ROD #7092
- ⊙ - FOUND 1/2" CAPPED IRON ROD #1035
- ⊙ - FOUND 1/2" IRON ROD
- A.K.A. - ALSO KNOWN AS
- P.C. - POINT OF CURVATURE
- (P) - PLAT
- (F) - FIELD
- R/W - RIGHT-OF-WAY
- ⊙ - FIRE HYDRANT

SURVEYORS NOTES:
THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES OR TRANSACTIONS WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT. NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.

ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

IMPROVEMENT LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

BASIS OF BEARING: NORTH PER PLAT.

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION, COUNTY PROPERTY APPRAISER'S TAX MAP: COPY OF OR BOOK 6756, PAGE 384, COPY OF PLAT BOOK 1, PAGE 11.

SWINNEY & ASSOCIATES, INC.
 3603 SUNNYSIDE ST.
 PENSACOLA, FLORIDA 32507
 (850) 453-4261 FAX: (850) 458-2630
 D.SWINNEY@ATT.NET

LICENSE BUSINESS NO. 7092

ADDRESS: 124 MASSACHUSETTS AVENUE
 REQUESTED BY: LARRY RICHARDSON
 TYPE: BOUNDARY
 SECTION: 46 TOWNSHIP: 1 SOUTH RANGE: 30 WEST COUNTY: ESCAMBIA
 SCALE: 1"=40' DRAWN BY: REM FIELD DATE: 09/28/2012
 DATE: 10/01/2012 CREW: MS/ZL FIELD BOOK: 258 PAGE: 4
 REVISION DATE:

SURVEYORS CERTIFICATE
 I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DAVID MARK SWINNEY
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5641
 STATE OF FLORIDA

DRAWING NUMBER:
 12-13462B



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11-5-2012

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-27
124 mans. Ave
_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

*Name: NANCY A. LICCIARDO

*Address: 112 Bayliss Court *City, State, Zip: PENSACOLA

Email Address: ~~PN~~PNLICCIARDO@cox.net Phone: 850-434-0027

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: November 5, 2012

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-27

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor Against

*Name: LAWRENCE RICHARDSON

*Address: 2299 Scenic Hwy M-4 *City, State, Zip: Pensacola FL 32503

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

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3548

Growth Management Report 16. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 12/06/2012

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

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on November 5, 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-2012-27 was heard by the Planning Board on November 5, 2012. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2012-_____

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

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

Section 1. Purpose and Intent.

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

Case No.:	Z-2012-27
Address:	124 Massachusetts Ave.
Property Reference No.:	46-1S-30-2001-007-011
Property Size:	.68 (+/-) acres
From:	R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
To:	C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered

and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2524

Growth Management Report 16. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 12/06/2012

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

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

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

That the Board of County Commissioners (BCC) review and adopt an Ordinance approving Comprehensive Plan Small Scale Amendment SSA-2012-04; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the Future Land Use Map designation.

The Planning Board recommended approval of this Small Scale Amendment.

BACKGROUND:

Neal Bjorklund, Agent for Galen and Rosalie Schmidt, requested an amendment to change the Future Land Use category for a parcel totaling 9.69 (+/-) 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 9.69 (+/-) 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 will not exceed the maximum of 120 acres in a calendar year as stated in F.S. 163.3187(b).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Comprehensive Plan Amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan, the Future Land Use Map will be modified to reflect the amendment and a copy of the adopted Ordinance will be available to interested citizens and staff.

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

Attachments

Ordinance Draft Copy

Ordinance Clean Copy

Maps

Staff Analysis

Application Packet

Legal Sign-Off

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ORDINANCE NO. 2012-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 11, TOWNSHIP 4N, RANGE 33W, PARCEL NUMBER 4100-000-000, TOTALING 9.69 (+/-) ACRES, LOCATED ON ARTHUR BROWN ROAD, 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 2012-04."

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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 9.69 (+/-) acres, as more particularly described by E. Wayne Parker, Professional Land Surveyor, Merrill Parker Shaw, Inc., in the description dated September 19, 2012, attached as Exhibit A, from Agriculture (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.

INTENTIONALLY LEFT BLANK

1 **Section 6. Effective Date**

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3 Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become
4 effective until 31 days after adoption. If challenged within 30 days after adoption, this
5 Ordinance shall not become effective until the Department of Economic Opportunity or
6 the Administration Commission enters a final order determining the Ordinance to be in
7 compliance.
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10 **DONE AND ENACTED** this _____ day of _____, 2012.

11
12 BOARD OF COUNTY COMMISSIONERS
13 OF ESCAMBIA COUNTY, FLORIDA
14

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16 By: _____
17 Gene M. Valentino, Chairman
18

19 ATTEST: ERNIE LEE MAGAHA
20 CLERK OF THE CIRCUIT COURT
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23 By: _____
24 Deputy Clerk
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27 (SEAL)
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30 ENACTED:

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32 FILED WITH THE DEPARTMENT OF STATE:

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34 EFFECTIVE DATE:
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DESCRIPTION: (AS PREPARED BY MERRILL PARKER SHAW, INC.)**WEST TRACT**

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 61.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY; THENCE CONTINUE NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 593.09 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, GO SOUTH 02 DEGREES 25 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 662.74 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE GO NORTH 87 DEGREES 23 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 636.44 TO THE EAST LINE OF CYPRESS STREET; THENCE GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID CYPRESS STREET, FOR A DISTANCE OF 663.70 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11; THENCE DEPARTING THE EAST LINE OF SAID CYPRESS STREET GO SOUTH 87 DEGREES 18 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, FOR A DISTANCE OF 636.44 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE PARCEL IS SITUATED IN SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 9.69 ACRES.

E. Wayne Parker 9/19/2012

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

NOT VALID WITHOUT
ORIGINAL RAISED SEAL
OF FLORIDA REGISTERED
LAND SURVEYOR



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

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

DESCRIPTION/DESCRIPTION DRAWING
WEST TRACT

LOT 7 BLOCK 8
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...

S87°18'02"E 636.44'

POINT OF BEGINNING

N87°18'02"W 593.09'

N87°18'02"W
61.47'

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

TRACT-C
EAST LINE OF CYPRESS STREET
N02°25'59"E 663.70'

VACANT
9.69 ACRES

S02°25'59"W 662.74'

VACANT
9.98 ACRES

N87°18'02"W
37.08'

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

N87°23'13"W 636.44'

N87°23'13"W 554.56'

S02°25'59"W
331.90'

TRACT-B2
0.80 ACRES

WEST RIGHT-OF-WAY
OF RAILWAY
EAST LINE OF SECTION 11...
EAST RIGHT-OF-WAY OF RAILWAY

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



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4828 N. Davis Highway
Panacea, Florida 32503

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

DESCRIPTION/DESCRIPTION DRAWING
WEST TRACT

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 9.69 (+/-) ACRES, LOCATED ON ARTHUR BROWN ROAD, 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 2012-04."

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 9.69 (+/-) acres, as more particularly described by E. Wayne Parker, Professional Land Surveyor, Merrill Parker Shaw, Inc., in the description dated September 19, 2012, attached as Exhibit A, from Agriculture (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.

INTENTIONALLY LEFT BLANK

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: _____
Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 61.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY; THENCE CONTINUE NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 593.09 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, GO SOUTH 02 DEGREES 25 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 662.74 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE GO NORTH 87 DEGREES 23 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 636.44 TO THE EAST LINE OF CYPRESS STREET; THENCE GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID CYPRESS STREET, FOR A DISTANCE OF 663.70 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11; THENCE DEPARTING THE EAST LINE OF SAID CYPRESS STREET GO SOUTH 87 DEGREES 18 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, FOR A DISTANCE OF 636.44 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE PARCEL IS SITUATED IN SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 9.69 ACRES.

E. Wayne Parker 9/19/2012

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

NOT VALID WITHOUT
ORIGINAL RAISED SEAL
OF FLORIDA REGISTERED
LAND SURVEYOR

PAGE 1 OF 2



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

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

DESCRIPTION/DESCRIPTION DRAWING
WEST TRACT

LOT 7 BLOCK 8
TOWN OF WALNUT HILL

SOUTH LINE OF
RAILROAD STREET

OAK STREET (P)

RAILROAD STREET (P)
PINE 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...

S87°18'02"E 636.44'

POINT OF BEGINNING

NB7°18'02"W 593.09'

NB7°18'02"W
61.47'

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

TRACT-C
EAST LINE OF CYPRESS STREET
N02°25'59"E 663.70'

VACANT
9.69 ACRES

S02°25'59"W 662.74'

VACANT
9.98 ACRES

NB7°18'02"W
37.08'

NB7°23'13"W 636.44'
SOUTH LINE OF THE NORTH HALF OF THE
N.E. 1/4 OF THE S.E. 1/4...

NB7°23'13"W 554.56'

S02°25'59"W
331.90'

TRACT-B2
0.80 ACRES

EAST LINE OF SECTION 11...
EAST RIGHT-OF-WAY OF RAILWAY

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

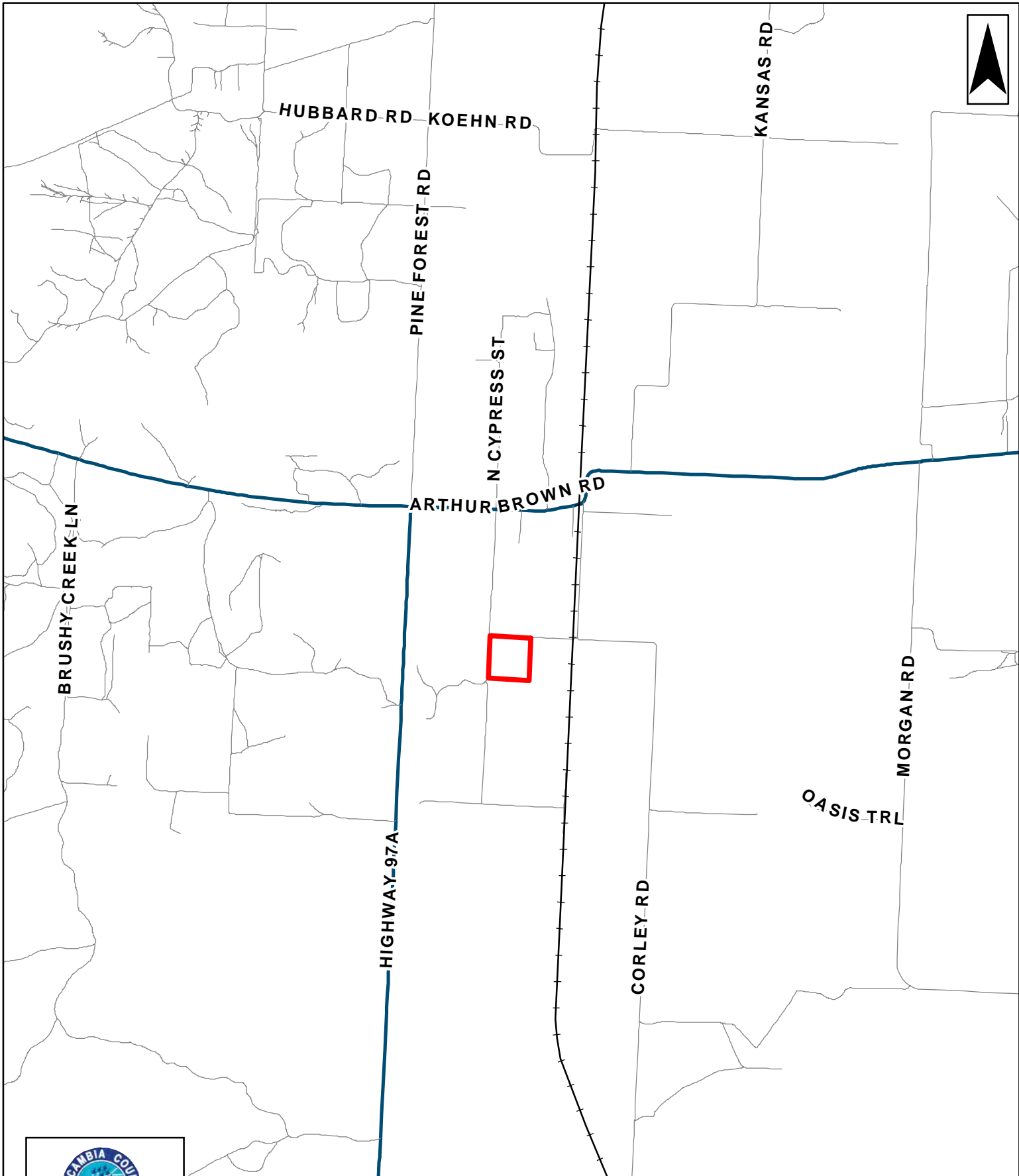


MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

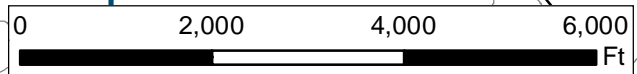
4928 N. Davis Highway
Pensacola, Florida 32503

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

DESCRIPTION/DESCRIPTION DRAWING
WEST TRACT



SSA-2012-04 LOCATION MAP



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



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

Andrew Holmer
Planning and Zoning Dept.



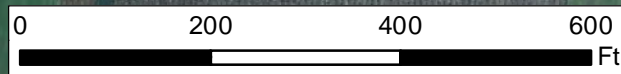
S CYPRESS ST









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

Andrew Holmer
Planning and Zoning Dept.

SSA-2012-04 AERIAL MAP



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



RC

S CYPRESS ST

RC

AG

CORLEY RD

RC

AG

I

AG

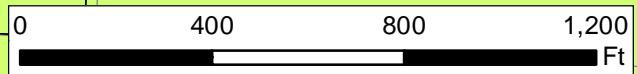
AG



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Andrew Holmer
Planning and Zoning Dept.

SSA-2012-04 CURRENT FLU



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



RC

S CYPRESS ST

RC

AG

CORLEY RD

RC

I

I

AG

AG

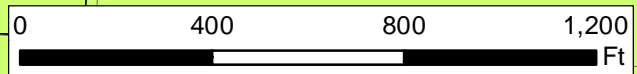
AG



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.

SSA-2012-04 PROPOSED FLU



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

VR-1

VR-2

S CYPRESS ST

CORLEY RD

VAG-1

VAG-1

ID-2

VAG-1

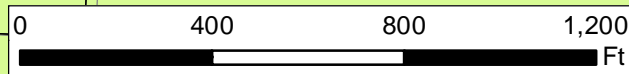
VAG-1



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.

SSA-2012-04 500' RADIUS ZONING



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

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: SSA 2012-04
Location: 6125 Arthur Brown Rd
Parcel #s: 11-4N-33-4100-000-000
Acreage: 9.69 (+/-) acres
Request: From Agricultural (AG) to I- Industrial
Agent: Neal Bjorklund, Agent for Galen and Rosalie Schmidt

Meeting Dates: Planning Board November 5, 2012
BCC December 6, 2012

Summary of Proposed Amendment:

The proposed amendment is for a 9.69 (+/-) acre parcel located on Arthur Brown road off of 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, ID-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 9.69 (+/-) 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 9.69(+/-) 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 plans to submit 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, the 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 west side of the railroad right-of-way and entrance road to the site. The water main has been extended to the adjacent property to the east.

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 development factor as they generate jobs and provide goods and services for consumers. Industrial uses are few throughout Escambia County and there is a need for industrial uses; 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.



September 26, 2012
Escambia County Development Services
Escambia County Central Office Complex
3363 West Park Place
Board Meeting Room 104
Pensacola, FL 32505

Dear Mr. Jones:

Please find enclosed the Future Land Use Amendment application for Genesis Rail Services, LLC property located at 6125⁶¹²⁵ Arthur Brown Road, south of Highway 99A and west of the right-of-way of Railroad Road, bordered by Cypress Street to the west in the community of Walnut Hill. The subject parcel is currently zoned Agriculture with Future Land Use of Agriculture.

In June of 2012 Genesis requested and was granted, a Future Land Use Amendment and Rezoning of an adjacent 9.98 acre parcel from Agriculture to Industrial for the purpose of developing a Crude Oil Transfer Station. The Transfer Station Development is expected to be complete in late 2012. To allow for future growth consistent with current activities, Genesis requests a Future Land Use Amendment from Agriculture to Industrial of the adjacent 9.69 acre subject parcel.

In the near term, the subject parcel will be used for a storm water retention pond. Possible future expansion may include an 80,000 – 100,000 barrel oil storage tank.

Sincerely,

A handwritten signature in black ink, appearing to read 'Neal Bjorklund', written over a horizontal line.

Neal Bjorklund
Project Manager

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: Ar Desired FLU: I Zoning: _____ Taken by: A. Cam

Planning Board Public Hearing, date(s): November 5, 2012

BCC Public Hearing, proposed date(s): December 6, 2012

Fees Paid _____ Receipt # _____ Date: 10/3/12

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF
ESCAMBIA COUNTY, FL**

Name: Genesis Rail Services, LLC

Address: 3652 Berryhill Road

City: Pace State: FL Zip Code: 32571

Telephone: (713) 860-2787

Email: _____

DESCRIPTION OF PROPERTY:

Street address: 6125 Arthur Brown Road, Walnut Hill, FL 32568

Subdivision: _____

Property reference number: Section 11 Township 4-North Range 33-West

Parcel # 114N33-4100-000-000 Lot _____ Block _____

Size of Property (acres) 9.69 acres

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Neal Bjorklund Neal Bjorklund 9/26/12
 Signature (Property Owner) Printed Name Date

 Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 3652 Berryhill Road

City: Pace State: FL Zip: 32571

Telephone (713) 860 - 2787 Fax# () _____ - _____

Email: Neal.Bjorklund@GenIp.com

STATE OF Florida
 COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 2nd day of October, year of 2012 by, Neal Bjorklund who (x) did () did not take an oath. He/she is (x) personally known to me, () produced current Florida/Other driver's license, and/or () produced current _____ as identification.

Isaac Western 10-2-2012 Isaac Western
 Signature of Notary Public Date Printed Name of Notary

My Commission Expires 11-2-2015 Commission No. EE109296
 (Notary seal must be affixed)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Pensacola, Florida, Property Reference Number(s) _____,
I hereby designate _____, for the sole purpose of completing this application
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the
Board of County Commissioners, to request a change in the Future Land Use on the above
referenced property.

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

Signature of Property Owner Date Printed Name of Property Owner

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, year of
_____, by _____ who () did () did not take an
oath.

He/she is () personally known to me, () produced current Florida/Other driver's license,
and/or () produced current _____ as
identification.

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Property reference #: Section 11 Township 4-North Range 33-West

Parcel # 114 N 33 - 4100 - 000 - 000

Project Address:

6125 Arthur Brown Road, Walnut Hill, FL 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 2ND DAY OF OCT, 2012


Owner's signature

Neal Bjorklund
Owner's name (print)

Agent's signature

Agent's name (print)

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer
 - B. Solid Waste Disposal
 - C. Potable Water
 - D. Stormwater Management
 - E. Traffic
 - F. Recreation and Open Space
 - G. Schools

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)
 - B. Historically significant sites (available from University of West Florida)
 - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

Genesis Rail Services, LLC

Comparative Analysis and General Information for a proposed small scale future land use amendment, Escambia County, Florida.

Legal Description: Survey and Deed are attached

Current FLU: VAG

Proposed FLU: I

Current Land Use Map Information: Attached

Site Description and Proposed Development: The requested FLU amendment subject parcel 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 9.69 acres and is currently zoned for agricultural use and otherwise undeveloped with the exception of a storm water retention area that serves the crude oil transfer station located to the east. The crude oil transfer station is also owned and operated by Genesis Rail Services, LLC. An existing 16-inch diameter crude oil pipeline belonging to Genesis Energy, LLC runs east and west across the property.

1. Comparative Analysis:

	VAG	Industrial
Sanitary Sewer	Not Served	Septic
Solid Waste	Normal Waste Flow – Discharge to Perdido Landfill	Normal Waste Flow – <i>No refining or manufacturing waste</i> - Discharge to Perdido Landfill
Potable Water	ECUA – 6-inch	ECUA – Extended 6-inch water main to adjacent parcel
Stormwater Management	None	On-site approved retention pond
Traffic	Normal	Negligible impact
Recreation/Open Space	Sufficient Recreation and Open Space	Sufficient Recreation and Open Space
Schools	Potential Residential Impact	No Impact – No Residential Development

- 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 will be met by the administration building located on the adjacent property which is under construction to the east. A septic sewer system is designed and permitted for the adjacent property. If additional services are needed, 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.
- B. Solid Waste Disposal:** The solid waste disposal is managed by a 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 future use as an expansion to the current facilities would not involve any manufacturing or refinement process that generates a hazardous waste stream.

- C. Potable Water:** The Escambia River Electric 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 west side of the Railroad Road right-of-way and entrance road to the site. The water main has been extended to the adjacent east property. The proposed use does not involve any manufacturing or processing requiring potable water.
- D. Stormwater Management:** The parcel under consideration is currently under agricultural use except for the portion on the south side that is being used for storm water retention. The retention area has been designed to retain and dispose of rainfall events up to and including a 100 year event for runoff from the current facility on the east parcel.

If or when the subject parcel is utilized for expansion, the applicant understands that the retention area will have to be re-evaluated and possibly expanded to account for added impervious area placed on the site. In general, the design will be in accordance with the FDEP ERP requirements as prescribed during the Development Review and Development Order process for the adjacent parcel.

- E. Traffic:** The Applicant's current site development to the east employs 8-10 persons per shift with future employment expected at 12-15 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 truck traffic to be generated. Since there are no needs other than paper goods and small quantities of maintenance materials, the operations will not require frequent deliveries thus having minimal impact on traffic.
- 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, the proposed amendment will not adversely impact school related levels of service.

2. Proximity To and Impact Upon the Following:

- A. Wellheads:** The site is approximately 12,000 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 future development plans are 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 the Applicant's adjacent development site has been reviewed and accepted by Escambia County Fire Safety, a third party reviewer for Escambia County and the Florida Department of Environmental Protection.

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 on the subject 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. The current land use is Agriculture which has similar impacts to the proposed Industrial Land Use. The facility is adjacent to another parcel zoned Industrial, is within one mile of a Grain Elevator and Storage facility, and is situated between two agricultural properties. The proposed parcel current use will be for a stormwater retention pond and potential future expansion of existing operations by adding a crude oil storage facility.

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, at their own expense has improved the existing County Road to adjacent parcel, has upgraded the utility service to the development and will have minimal impact on traffic. 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 circumstance. That is, the site was chosen due to the adjacent east parcel 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 adjacent property. The activities will not involve manufacturing or refining processes, simply the transference of oil from the rail cars into the existing pipeline or storage tanks as necessary and requires minimal impact upon existing public roads, utilities, and service infrastructure. The subject parcel currently under consideration would allow room to expand the current facility in the future. In addition, Genesis Rail Services, LLC has entered an agreement with EREC, the utility provider, to upgrade existing services which will have a positive impact on the community of Walnut Hill.

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 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 presence of an existing rail line along the adjacent property owned by the applicant lends itself to future industrial land use. The activities on the existing, adjacent site do not involve manufacturing or refining processes, simply the transference of oil from the rail cars into the existing pipeline and further to an oil storage tank.

Currently there is not a central sewer system. The applicant has received permitting to establish a septic sewer system on the adjacent parcel.

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 Future Land Use for industrial activity as defined by Escambia County. 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.

The project site will have minimal impact on the potable water supply. A septic system is being constructed on the adjacent parcel to accommodate the need of the on-site activities. A stormwater retention pond is currently located on the subject parcel and at such time as future development would require, will be reevaluated and expanded if necessary. Solid waste disposal is contracted through Allied Waste and is expected to be minimal deriving from personnel and general maintenance. The current activities in and around the area are similar in nature to the activities

proposed on site. The expected use of the parcel currently is for stormwater retention and probable future use would be for a stationary oil containment structure.

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 parcel for FLU amendment is located 12,000 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. The 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 any future materials storage and operations will be addressed in further detail during the DRC process and through coordination and permitting with Florida Department of Environmental Protection, Escambia County Health Department and other agencies as required.

Conclusion

Genesis Rail Services, LLC requests a Future Land Use Amendment from Agriculture to Industrial for the subject parcel. The amendment to allow for future Industrial development is consistent with the goals of the Escambia County Comprehensive Plan and compatible with existing surrounding uses and zoning. The presence of mechanized farming, existing railroad, other existing industrial activity within one mile of the subject parcel and the existing crude oil transfer facility on the adjacent property, are consistent with Industrial land use. The applicant is not proposing any specific projects or development for the site at this time with the exception of the stormwater retention pond and future requested use will not significantly impact the area as it relates to noise or traffic but will have positive impact financially to the area.

PROOF OF OWNERSHIP

WARRANTY DEED

18.50
1,400
1,418.50

Prepared by and return to:
Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501
850-434-3223
File Number: 12-7902
Will Call No.: 12-8339

[Space Above This Line For Recording Date]

Warranty Deed

This Warranty Deed made this 16th day of July, 2012 between Galen Schmidt and Rosalie Schmidt, husband and wife, as to a one half interest whose post office address is 1120 Highway 97A, Walnut Hill, FL 32568, grantor, and Genesis Rail Services Inc. whose post office address is 919 Millam Street, Suite 2100, Houston, TX 77002, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 33 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 61.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR THE POINT OF BEGINNING; THENCE GO SOUTH 02 DEGREES 41 MINUTES 06 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR A DISTANCE OF 330.00 FEET; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 37.08 FEET; THENCE GO SOUTH 02 DEGREES 25 MINUTES 59 SECONDS WEST PARALLEL TO THE EAST LINE OF SAID SECTION 11, FOR A DISTANCE OF 331.90 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE GO NORTH 87 DEGREES 23 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 1191.00 FEET TO THE EAST LINE OF CYPRESS STREET; THENCE GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID CYPRESS STREET, FOR A DISTANCE OF 663.70 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11; THENCE DEPARTING THE EAST LINE OF SAID CYPRESS STREET GO SOUTH 87 DEGREES 18 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, FOR A DISTANCE OF 1229.53 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 4 NORTH, RANGE 33 WEST, ESCAMBIA COUNTY, FLORIDA.

Parcel Identification Number: 114N33-4100-000-000

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Candice L. Scales
Witness Name: Candice L. Scales

Meghan Hopkins
Witness Name: Meghan Hopkins

Galen Schmidt
Galen Schmidt

Rosalie Schmidt
Rosalie Schmidt

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 16th day of July, 2012 by Galen Schmidt and Rosalie Schmidt, who an an individual known to me. have produced a driver's license as identification.

[Notary Seal]



Candice L. Scales
Notary Public

Printed Name: Candice L. Scales

My Commission Expires: October 25, 2012

Abutting Roadway Maintenance

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

Name of Roadway: 850 Highway 97-A, Walnut Hill, FL 32568

THE COUNTY (x) HAS ACCEPTED () HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

If not, it will be the responsibility of _____ to maintain, repair and improve the road.

This form completed by:

Michael D. Tidwell, Attorney
811 North Spring Street
Pensacola, Florida 32501

_____ 07/18/2012 _____ 07/16/2012
Galen Schmidt Rosalie Schmidt

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of July, 2012 by Galen Schmidt and Rosalie Schmidt, husband and wife, as to a one half interest who are personally known to me of have produced a driver's license as identification.

Notary Public

Robert V. Deere 07/16/2012
Robert V. Deere, Chief Financial Officer of Genesis
Rail Services, LLC

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me this ____ day of July, 2012 by Robert V. Deere, Chief Financial Officer of Genesis Rail Services Inc. who are personally known to me or has produced a driver's license as identification.

Ethel Nelkin
Notary Public



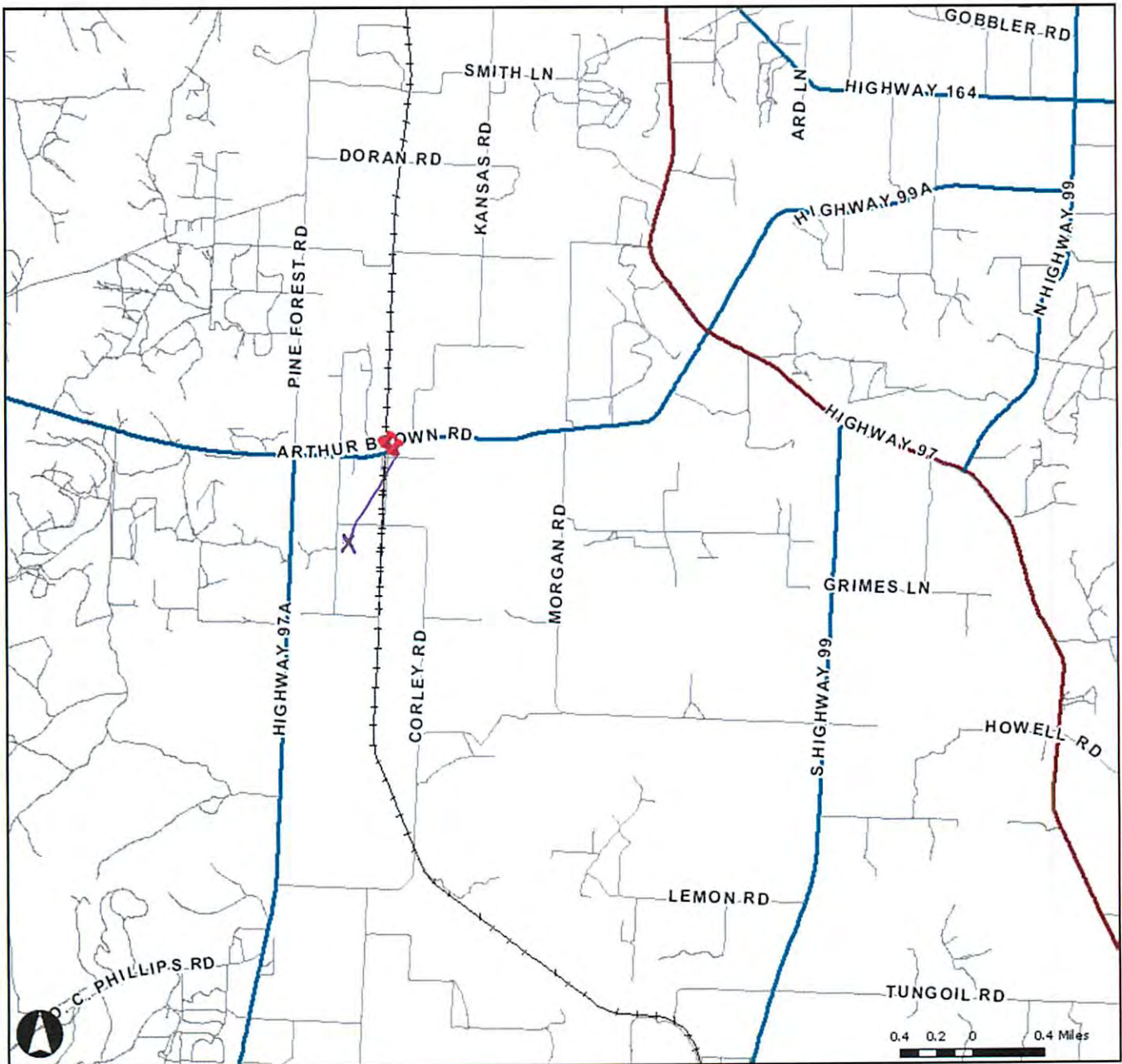
MAPS

STREET MAP

AERIAL MAP

LAND USE MAP

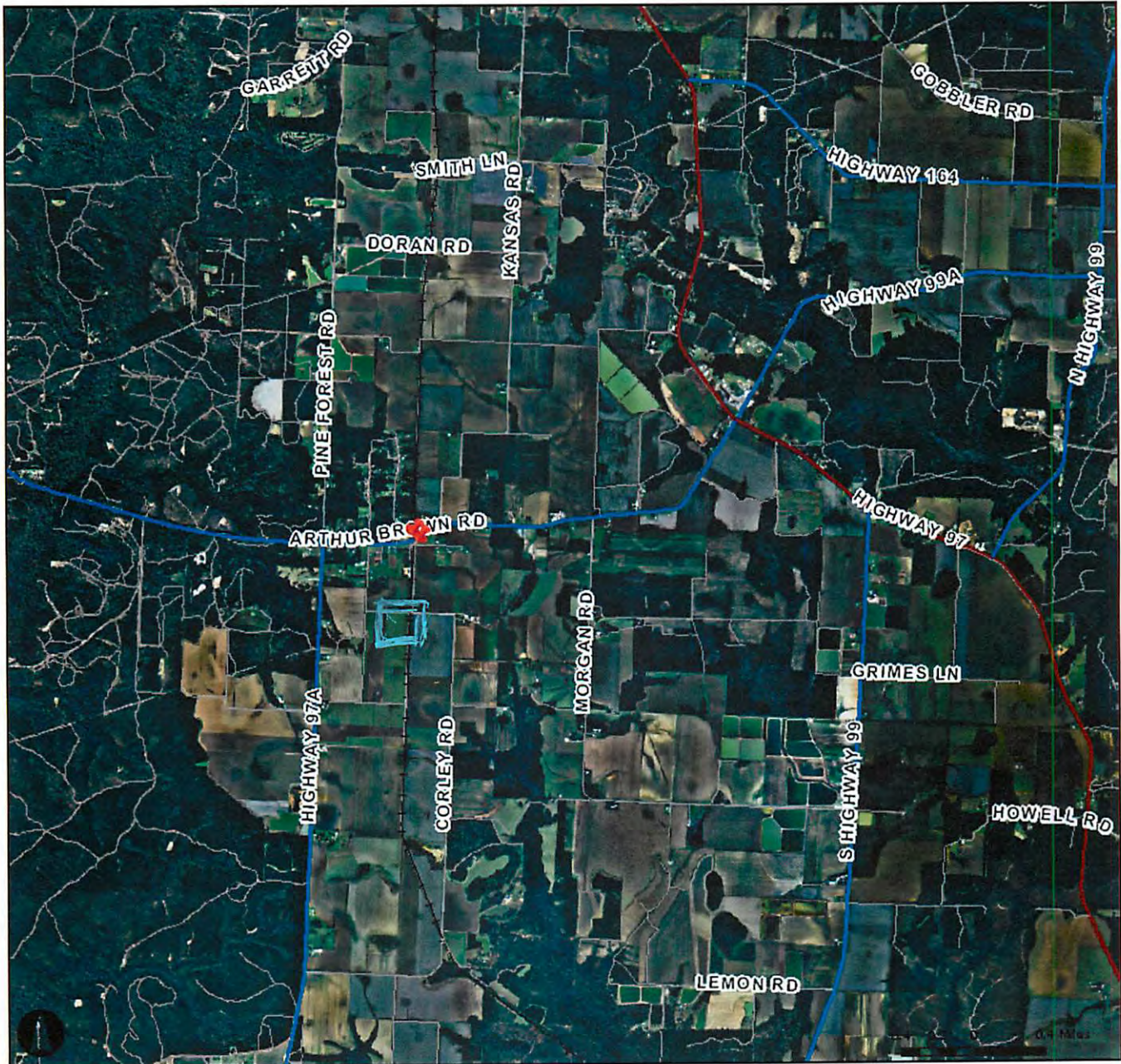
Street Map



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.

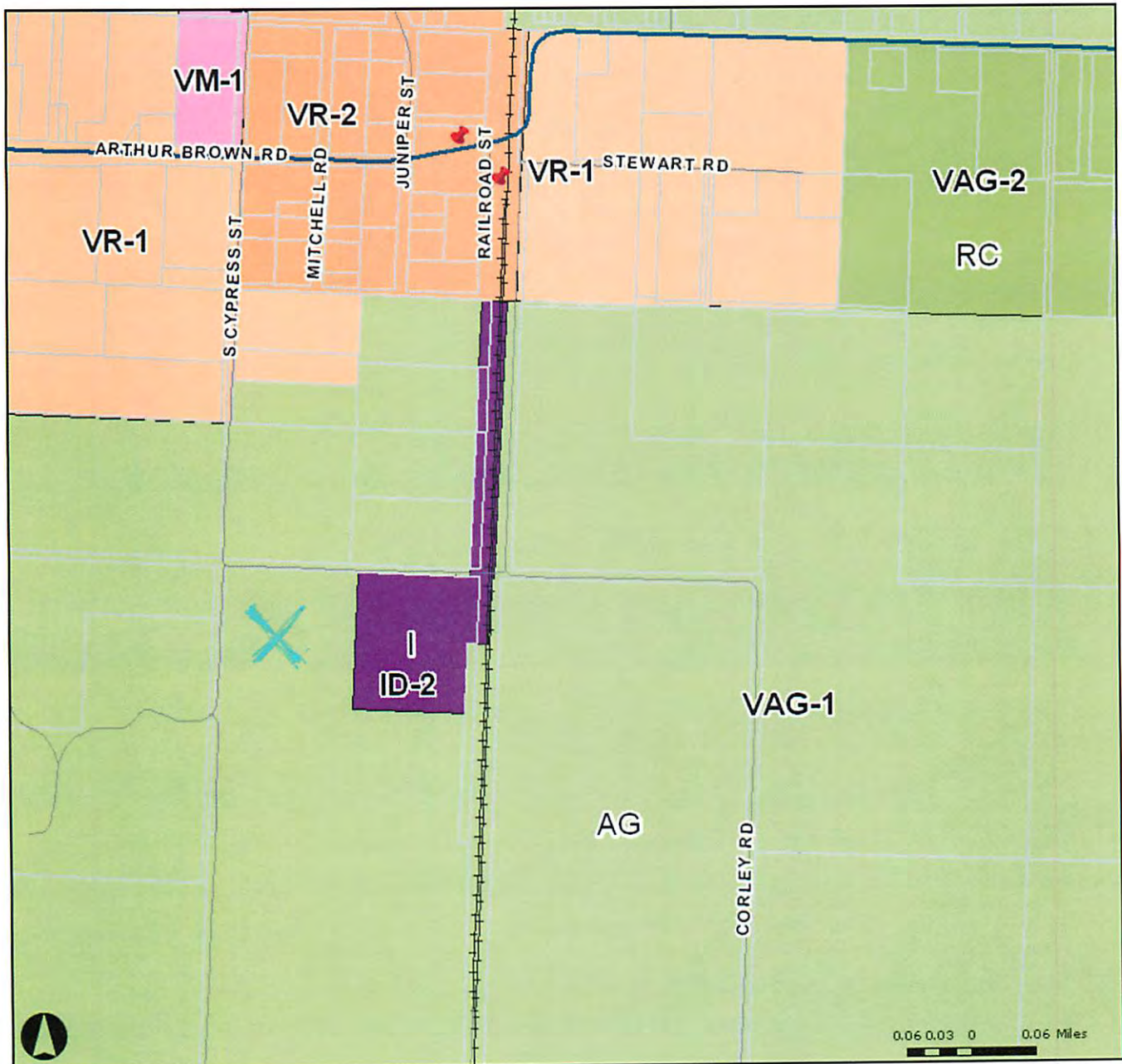
Aerial Map



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.

Land Use Map



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.

LEGAL DESCRIPTION

BOUNDARY SURVEY

Genesis Rail Services, LLC

6125 Arthur Brown Road

Walnut Hill, FL 32568

6.69 Acre Parcel Requested for Amendment

Parcel ID# 114N33-4100-000-000

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

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 61.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY; THENCE CONTINUE NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 593.09 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, GO SOUTH 02 DEGREES 25 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 662.74 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE GO NORTH 87 DEGREES 23 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 636.44 TO THE EAST LINE OF CYPRESS STREET; THENCE GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID CYPRESS STREET, FOR A DISTANCE OF 663.70 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11; THENCE DEPARTING THE EAST LINE OF SAID CYPRESS STREET GO SOUTH 87 DEGREES 18 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, FOR A DISTANCE OF 636.44 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE PARCEL IS SITUATED IN SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 9.69 ACRES.

E. Wayne Parker 9/19/2012

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

NOT VALID WITHOUT
ORIGINAL RAISED SEAL
OF FLORIDA REGISTERED
LAND SURVEYOR

PAGE 1 OF 2



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

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

DESCRIPTION/DESCRIPTION DRAWING
WEST TRACT

LOT 7 BLOCK 8
TOWN OF WALNUT HILL

SOUTH LINE OF
RAILROAD STREET

OAK STREET (P)

RAILROAD STREET (P)
PINE 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...

S87°18'02"E 636.44'

POINT OF BEGINNING

NB7°18'02"W 593.09'

NB7°18'02"W
61.47'

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

TRACT-C
EAST LINE OF CYPRESS STREET
N02°25'59"E 663.70'

VACANT
9.69 ACRES

S02°25'59"W 662.74'

VACANT
9.98 ACRES

NB7°18'02"W
37.08'

S02°41'06"W
330.00'

EAST LINE OF SECTION 11...
EAST RIGHT-OF-WAY OF RAILWAY

NB7°23'13"W 636.44'
SOUTH LINE OF THE NORTH HALF OF THE
N.E. 1/4 OF THE S.E. 1/4...

NB7°23'13"W 554.56'

S02°25'59"W
331.90'

TRACT-B2
0.80 ACRES

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



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

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

DESCRIPTION/DESCRIPTION DRAWING
WEST TRACT

WELLHEAD SURVEY

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 out 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"/> Septio 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 out 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 NFWMD 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 NFWMD, 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 promulgate 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:

SITE CONDITIONS SURVEY



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 FGFWFC summarizes the list of plant and animal species that are regulated by the USFWS, FGFWC, and FDACS. The FGFWFC 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

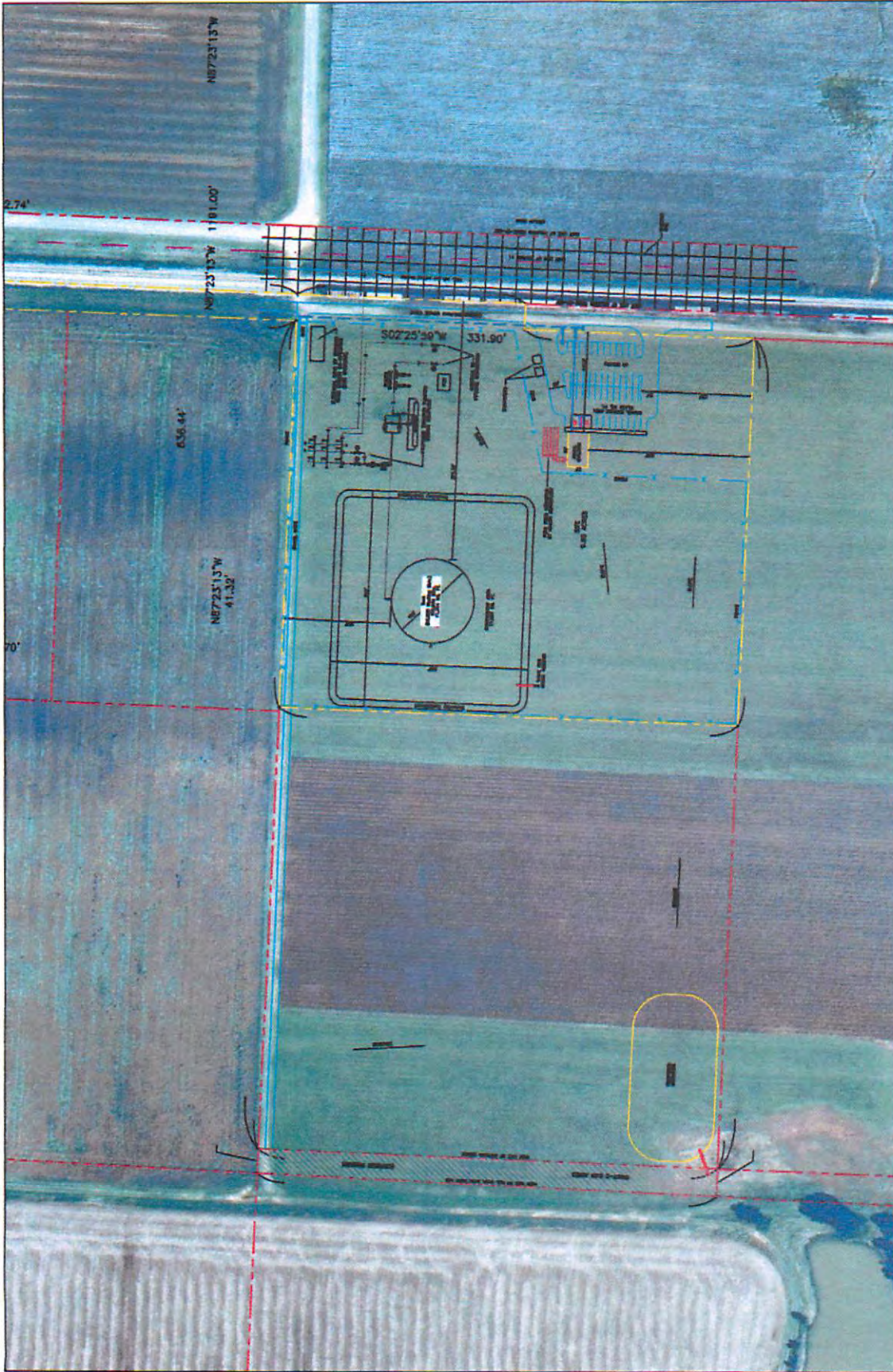


EXHIBIT A

DATE: APRIL 4, 2012

SCALE: 1" = 200'

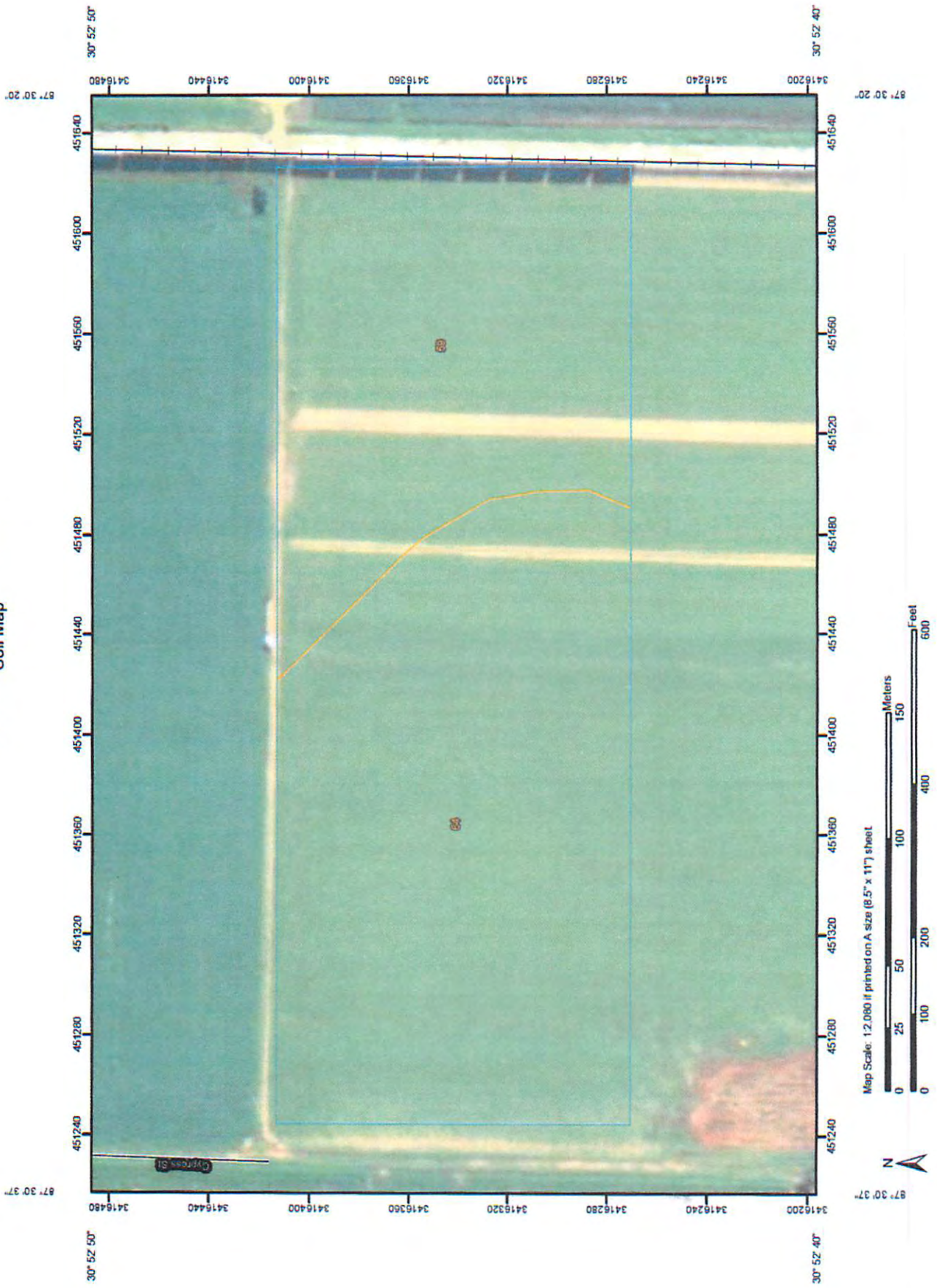
PROJECT #2012-081

DRAWN BY: JAT

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@wetlandsscience.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

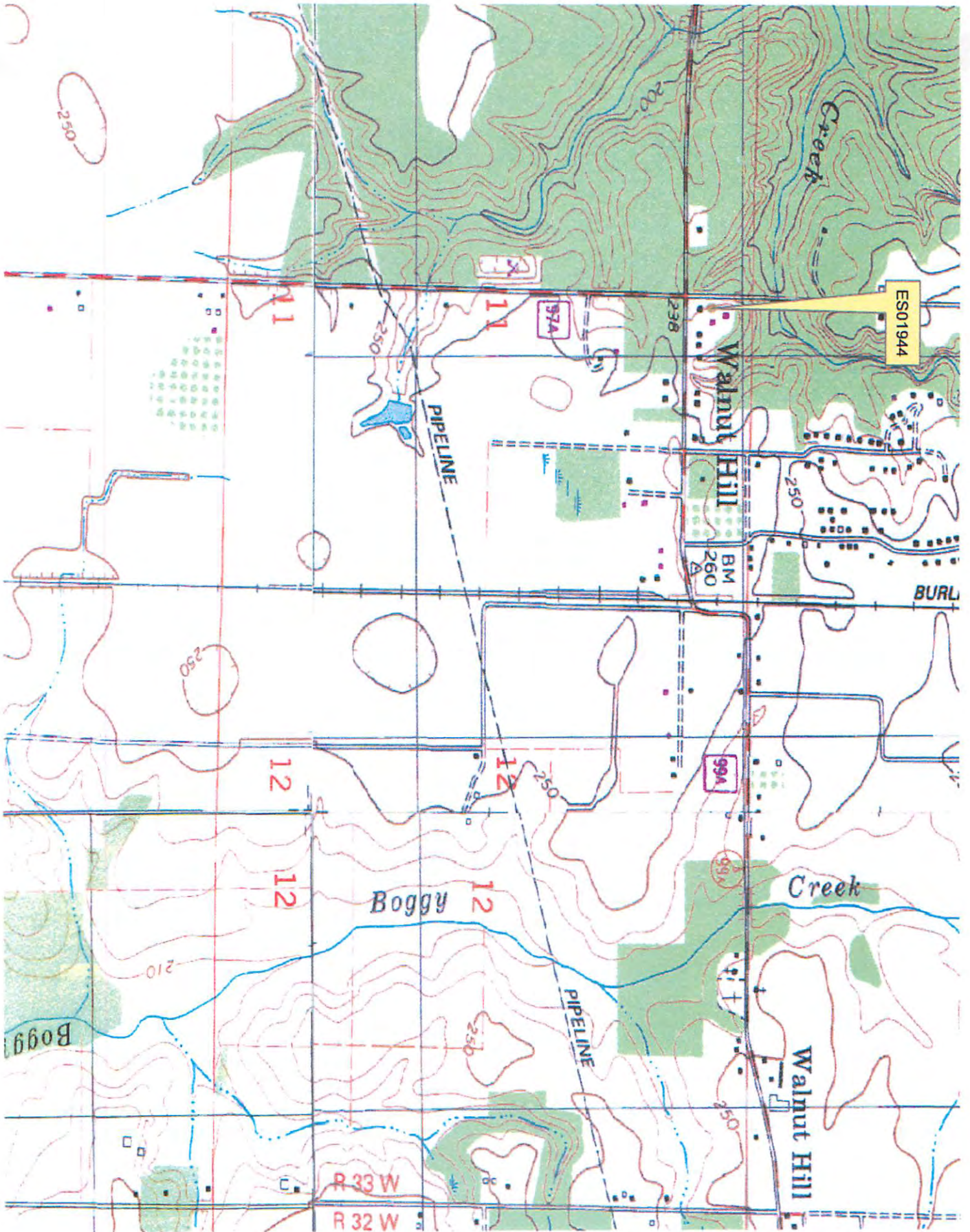
When interpreting the results of our search, please consider the following information:

- 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



Attachment D
Representative Site photographs



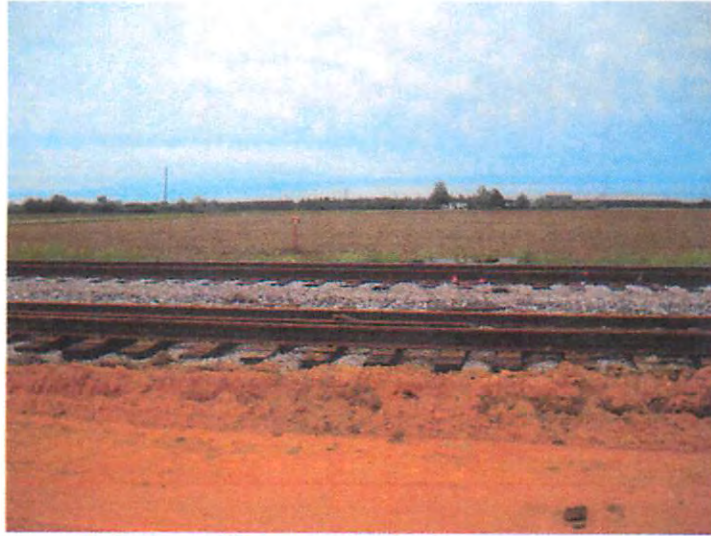
View South Project site located behind heavy equipment



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

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SSA 2012-04

Date: 10/17/12

Date requested back by: 10/22/12

Requested by: Allyson cain

Phone Number: _____



(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: *Oct. 18, 2012*

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

COUNTY ATTORNEYS OFFICE

17 OCT 2012

PM01:10

Additional comments:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3405

Growth Management Report 16. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 12/06/2012

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

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. Recommendation Concerning the Review of Comprehensive Plan Small Scale Amendment

That the Board of County Commissioners (BCC) review and adopt an Ordinance approving Comprehensive Plan Small Scale Amendment SSA 2012-05; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the Future Land Use Map designation.

The Planning Board recommended approval of this Small Scale Amendment.

BACKGROUND:

Wiley C. "Buddy" Page, Agent for Gregory Drake. requested an amendment to change the Future Land Use category for a parcel totaling 2.86 (+/-) acres from C Commercial to MU-U Mixed Use Urban. 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 2.86 (+/-) acres which is under the 10 acres or less requirement for a small scale amendment as stated in 163.3187(a). This amendment is the fifth small scale amendment for this calendar year, therefore it will not exceed the maximum of 120 acres in a calendar year as stated in F.S 163.3187(b).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Comprehensive Plan Amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan, the Future Land Use Map will be modified to reflect the amendment and a copy of the adopted Ordinance will be available to interested citizens and staff.

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

Attachments

Ordinance Draft Copy

Ordinance Clean Copy

Application Package

CRA Comments

Legal Sign-Off

ORDINANCE NO. 2012-___

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AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 38, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 1000-170-006, TOTALING 2.86 (+/-) ACRES, LOCATED ON NAVY BOULEVARD, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); 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.

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Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2012-05."

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.

One parcel within Section 38, Township 2S, Range 30, Parcel Number 1000-170-006 totaling 2.86 (+/-) acres, located on Navy Boulevard, as more particularly described by Ricky B. Sears, RBSears Land Surveying, Inc., in the boundary survey dated May 8, 2009, attached as exhibit A, from Commercial (C) to Mixed-Use Urban(MU-U).

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

DRAFT

1 Ordinance shall not become effective until the Department of Economic Opportunity or
2 the Administration Commission enters a final order determining the Ordinance to be in
3 compliance.

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DONE AND ENACTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



- LEGEND:**
- TOP OF BENCHMARK
 - NEW RIGHT OF WAY
 - OLD DEPOSED UTILITIES
 - SOIL DEPOSIT GRADE LINE
 - GRAVE
 - POINTE D'INTERCOURT MONUMENT
 - 1/2" CIRCLED SIZE SET NO. 4811
 - 1/4" X 1/4" DISK SET NO. 4811

CURVE DATA

CHORD BEARING	CHORD DIST.	BEARING	RADIUS	CHORD BEARING	CHORD DIST.
S 91° 55' 54" W	570.07'	S 70° 04' 11" W	518.95'	S 91° 55' 54" W	570.07'
S 42° 18' 58" W	431.94'	S 79° 53' 11" W	INDISTINTE	S 42° 18' 58" W	431.94'

DESCRIPTION:
 LOTS 1 TO 26 BOTH INCLUSIVE IN BLOCK 8, WESTERLY HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 14, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

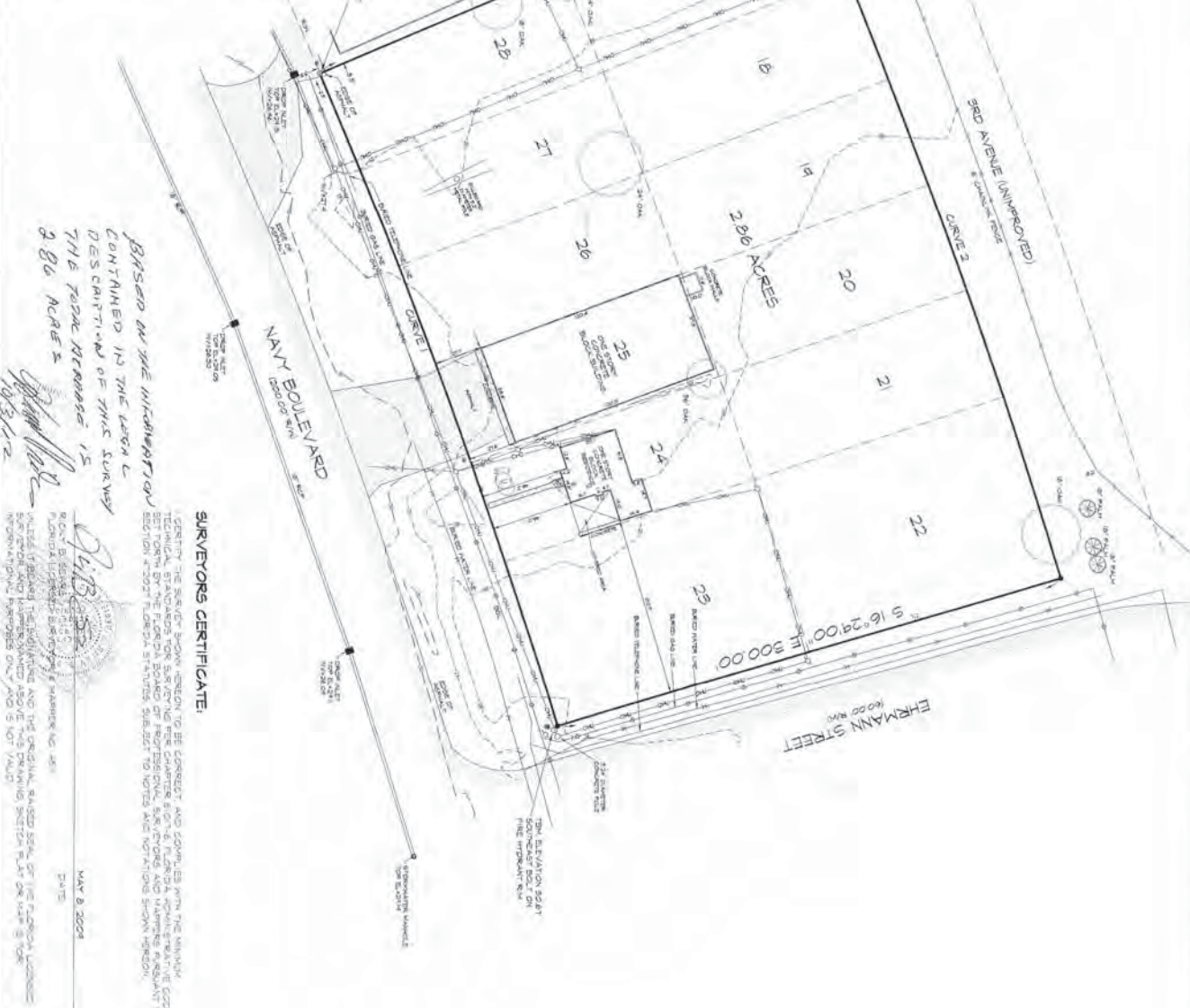
SURVEYORS NOTES:
 THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT BEARINGS OF S 1/4 SECTION 16, ALONG THE EAST LINE OF THE SURVEYED PROPERTY.

NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PROVIDED TO THE UNDERSIGNED SURVEYOR FOR THE SUBJECT PROPERTY. THERE MAY BE RECORDS OR UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, ETC. THAT AFFECT THE PROPERTY. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY AND HAS FOUND NO OTHER MARKINGS OR OTHER BEARINGS WHICH DO NOT APPEAR ON THIS SURVEY.

THE ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK ILL 1645, ELEVATION 5235 FEET NAVD 88.

THE INFORMATION SHOWN HEREON IS BASED ON THE PLAT OF RECORD AND FIELD EVIDENCE UNLESS SHOWN OTHERWISE. PLAT AND FIELD HEADERS INFORMATION AGREE.

THE LOCATION OF BARRIED UTILITIES IS BASED ON FIELD MARKINGS BY THE UTILITY PROVIDER. NO CERTIFICATION IS GIVEN BY THE UNDERSIGNED SURVEYOR TO THE ACCURACY OR COMPLETENESS OF THESE MARKINGS. THERE MAY BE OTHER BARRIED UTILITIES WHICH DO NOT APPEAR ON THIS SURVEY.



Based on the information contained in the plat & description of this survey this total acreage is 2.86 acres.

[Signature]
 10/3/12

SURVEYORS CERTIFICATE:
 I, CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLETE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING FOR COMMERCIAL PLATS IN FLORIDA. I HAVE REVIEWED THE RECORDS AND FIELD NOTES AND NOTATIONS SHOWN HEREON.

PREPARED FOR:
 MR. GREGORY DEALE

BOUNDARY SURVEY
 LOTS 17 THRU 26, BLOCK 8
 WESTERLY HEIGHTS
 ESCAMBA COUNTY, FLORIDA

RBSears Land Surveying, Inc.
 5941 BERRYHILL ROAD, SUITE D
 MILTON, FLORIDA 32570
 TELEPHONE: (850) 983-6449
 FAX: (850) 621-3284

DATE	BY	REVISION
MAY 8, 2004	[Signature]	INITIAL

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 38, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 1000-170-006, TOTALING 2.86 (+/-) ACRES, LOCATED ON NAVY BOULEVARD, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); 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 2012-05."

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.

One parcel within Section 38, Township 2S, Range 30, Parcel Number 1000-170-006 totaling 2.86 (+/-) acres, located on Navy Boulevard, as more particularly described by Ricky B. Sears, RBSears Land Surveying, Inc., in the boundary survey dated May 8, 2009, attached as exhibit A, from Commercial (C) to Mixed-Use Urban(MU-U).

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: _____
Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



- LEGEND:**
- TOP OF BENCHMARK
 - TOP OF CONCRETE FOUNDATION
 - TOP OF MALL 1 DISK
 - TOP OF MALL 2 DISK
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CURVE NO.	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	PIECE POINT BEARING	PIECE POINT DISTANCE
1	S 81° 52' 00" W	570.00'	S 70° 04' 18" W	518.95'	S 81° 52' 00" W	570.00'
2	N 22° 45' 30" W	519.94'	S 79° 53' 12" W	481.75'	N 22° 45' 30" W	519.94'

DESCRIPTION:
 LOTS 17 TO 26 BOTH INCLUSIVE IN BLOCK 8, WESTERLY HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 14, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

SURVEYOR'S NOTES:
 THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT BEARINGS OF S 81° 52' 00" E ALONG THE EAST LINE OF THE SURVEYED PROPERTY.

NO TITLE SEARCH TITLE OPINION OR ABSTRACT WAS PROVIDED TO THE UNDERSIGNED SURVEYOR FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, ETC., AND OTHER INTERESTS OR CLAIMS ON OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

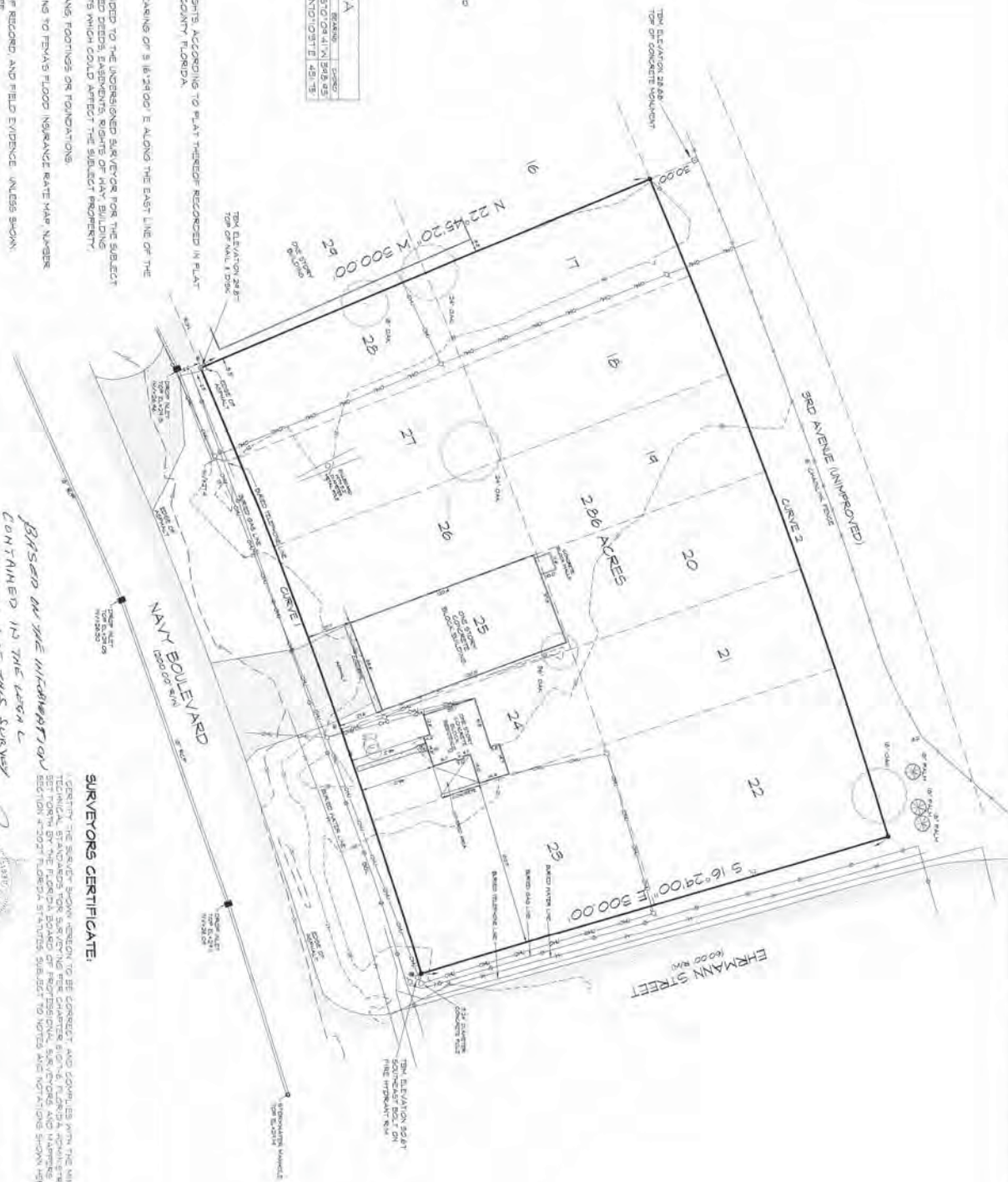
THE ELEVATIONS SHOWN HEREON DO NOT INCLUDE EAVE OVERHANGS, FOOTINGS OR FOUNDATIONS.

THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP NUMBER 12055C0202S, WAS REVISED SEPTEMBER 24, 2006.

THE INFORMATION SHOWN HEREON IS BASED ON THE PLAT OF RECORD AND FIELD EVIDENCE UNLESS SHOWN OTHERWISE. PLAT AND FIELD HEADERS INFORMATION AGREE.

THE ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK ILL 1945 ELEVATION 5235 FEET NAVD 88.

THE LOCATION OF BARRIED UTILITIES IS BASED ON FIELD MARKINGS BY THE UTILITY PROVIDER. NO CERTIFICATION IS GIVEN BY THE UNDERSIGNED SURVEYOR TO THE ACCURACY OR COMPLETENESS OF THESE MARKINGS. THERE MAY BE OTHER BARRIED UTILITIES WHICH DO NOT APPEAR ON THIS SURVEY.



*BRSED ON THE INSTRUMENT
 CONTAINED IN THE LABEL
 DESIGNATED OF THIS SURVEY
 THIS TOTAL AREA IS
 2.86 ACRES ±*

SURVEYOR'S CERTIFICATE:
 I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLETE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING FOR THE CHARACTER CLASSIFICATION AND COMPLIANCE WITH THE CODES AND REGULATIONS OF THE STATE OF FLORIDA. I HAVE READ THE INSTRUMENT AND THE ORIGINAL, SAID INSTRUMENT, AND I HAVE EXAMINED THE SURVEYED PROPERTY AND I HAVE FOUND THE SURVEY TO BE CORRECT AND COMPLETE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING FOR THE CHARACTER CLASSIFICATION AND COMPLIANCE WITH THE CODES AND REGULATIONS OF THE STATE OF FLORIDA. I HAVE FOUND THE SURVEY TO BE CORRECT AND COMPLETE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING FOR THE CHARACTER CLASSIFICATION AND COMPLIANCE WITH THE CODES AND REGULATIONS OF THE STATE OF FLORIDA.

[Signature]
 DATE: MAY 8, 2008

PREPARED FOR:
 MR. GREGORY DEALE

BOUNDARY SURVEY
 LOTS 17 THRU 26, BLOCK 8
 WESTERLY HEIGHTS
 ESCAMBA COUNTY, FLORIDA

RBSears Land Surveying, Inc.
 5941 BERRYHILL ROAD, SUITE D
 MILTON, FLORIDA 32570
 TELEPHONE: (850) 983-6449
 FAX: (850) 621-3284

DATE	BY	REVISION
MAY 8, 2008	[Signature]	INITIAL

SSA-2012-05

Wiley C. "Buddy" Page, MPA, APA
Professional Growth Management Services, LLC

5337 Hamilton Lane
Pace, Florida 32571
Office 850.994.0023 Cell 850.232.9853
budpage1@mchsi.com

October 3, 2012
VIA HAND DELIVERY

Ms. Allyson Cain
Escambia County Planning Dept.
3363 West Park Place
Pensacola,, Florida 32505

RE: FLUM Change
Property Parcel 38-2S-30-1000-170-006
Address: 3904 Navy Boulevard
Current: FLUM=C Desired: FLUM= MU-U

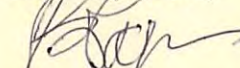
Dear Ms. Cain:

The attached application package requests consideration from the Planning Board to change the Future Land Use Map existing Commercial designation of the above referenced property to MU-U Mixed Use-Urban.

If granted, it will facilitate the development for the construction of a seventy (70) unit apartment complex. The project will consist of 42 two bedroom units and 38 three bedroom units on the 2.82 acre site.

Please advise if you have any questions or need any further information. Thank you.

Sincerely yours,



Wiley C. "Buddy" Page

Copy: T & A Investment Properties, LLC



R-6

ID-1

C-1

ALTON RD

R-2

SHADOW LAWN LN

EHRMANN ST

C-1

C-1

C-1

W NAVY BLVD

C-2

C-2

MELDUM AVE

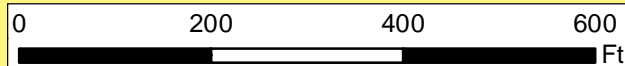
R-2



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

Andrew Holmer
Planning and Zoning Dept.

SSA-2012-05 500' RADIUS ZONING



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



MU-U

ALTON RD

MU-U

C

SHADOW LAWN LN

MU-U

C

EHRMANN ST

MU-U

W. NAVY BLVD

C

C

MELDUM AVE

MU-U

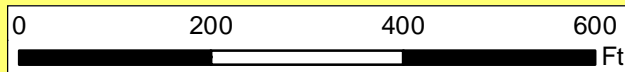
MU-U



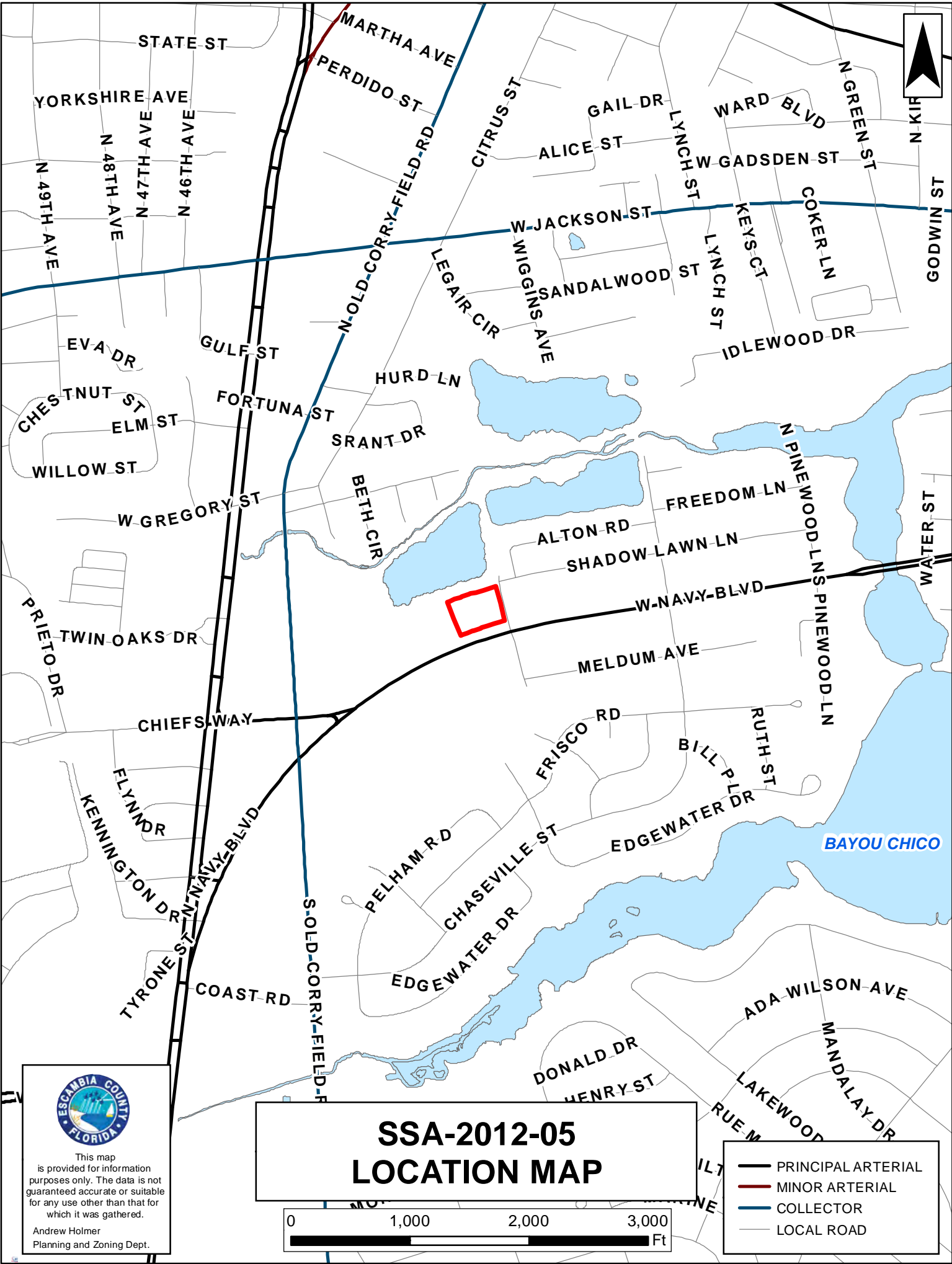
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

SSA-2012-05 PROPOSED FLU

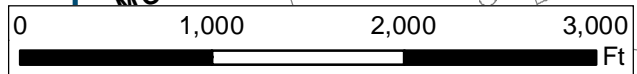


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



**SSA-2012-05
LOCATION MAP**

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer
Planning and Zoning Dept.



MU-U

ALTON RD

MU-U

SHADOW LAWN LN

MU-U

EHRMANN ST

W. NAVY BLVD

MELDUM AVE

MU-U

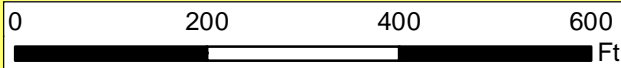
MU-U



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

Andrew Holmer
Planning and Zoning Dept.

SSA-2012-05 CURRENT FLU



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

BROWNSVILLE



WARRINGTON

ALTON RD

SHADOW LAWN LN

EHRMANN ST

W. NAVY BLVD

WARRINGTON

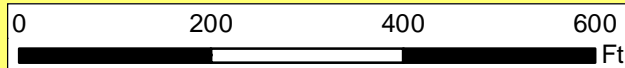
MELDUM AVE








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

Andrew Holmer
Planning and Zoning Dept.

**SSA-2012-05
CRA DISTRICT**



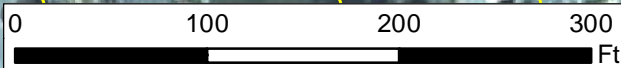
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD








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

Andrew Holmer
Planning and Zoning Dept.

SSA-2012-05 AERIAL MAP



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

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: C Desired FLU: MU-U Zoning: _____ Taken by: A. Cain

Planning Board Public Hearing, date(s): 11/5/12

BCC Public Hearing, proposed date(s): 12/6/12

Fees Paid _____ Receipt # _____ Date: 10/3/12

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: T&A Investments Property

Address: 3920 Navy Blvd

City: Pensacola State: FL Zip Code: 32507

Telephone: (850) 316-7100

Email: Drake8821@hotmail.com

DESCRIPTION OF PROPERTY:

Street address: 3904 W NAVY BLVD, PENSACOLA, FL.

Subdivision:

WESTERLY HEIGHTS PB2 P.14. LOTS 17 TO 28, BOTH ~~17~~ INCLUSIVE

Property reference number: Section 38 Township 2-5 Range 30

Parcel 1000 Lot 170 Block 006

Size of Property (acres) 2.82

**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.

Rebecca Pagan Rebecca Pagan 9/27/12
Signature (Property Owner) Printed Name Date

Rebecca Pagan / owner of T&A Investments 9/27/12
Signature (Agent's Name (or owner if representing oneself)) Printed Name Date

Address: 3920 Navy Blvd

City: Pensacola State: FL Zip: 32507

Telephone (850) 376 - 7100 Fax # () - _____

Email: Druce8821@hotmail.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 27 day of Sept, year of 2012 by Rebecca Pagan 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 FL DL P250720785190 as identification.

[Signature] 9/27/12 Brandi R. Halton
Signature of Notary Public Date Printed Name of Notary

My Commission Expires 2-22-12 Commission No. 986717
(Notary seal must be affixed)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 3920 Navy Blvd Pensacola,
Pensacola, Florida, Property Reference Number(s) 38-25-30-1000-170-006
I hereby designate Harold Pridgen, 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 27 day of Sept, 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.

Rebecca Pagan 9/27/12 Rebecca Pagan
Signature of Property Owner Date Printed Name of Property Owner

Signature of Agent Date Printed Name of Agent

STATE OF Florida
COUNTY OF Escambia

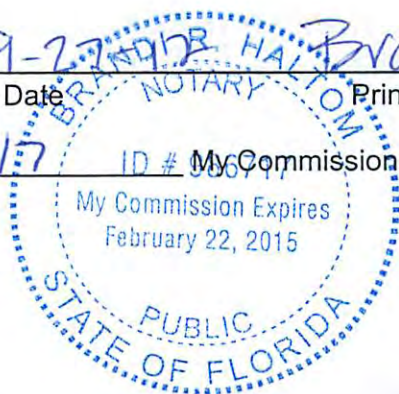
The foregoing instrument was acknowledged before me this 27 day of Sept, year of
2012, by Rebecca Pagan who () did () did not take an
oath.

He/she is () personally known to me, () produced current Florida/Other driver's license,
and/or () produced current FL DL as
identification.

[Signature] 9-27-12 Brandi Halton
Signature of Notary Public Date Printed Name of Notary Public

Commission Number 984717 ID # 006997 My Commission Expires 2-22-15

(Notary seal must be affixed)



**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Property reference #: Section 38 Township 25 Range 30

Parcel # 38-25-30-1000-170-006

Project Address:

3904 W NAVY BLVD. PENSACOLA, FL

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 27 DAY OF Sept, 2012

Rebecca Lagen
Owner's signature

Rebecca Pagan
Owner's name (print)

Agent's signature

Agent's name (print)

T & A Apartment Development **Consistency with Relevant Portions of the Escambia Comprehensive Plan**

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM). The 2030 FLUM is attached herein to this ordinance as Exhibit B.

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

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.

RESPONSE: During the plan review process, the required buffering methodology will be identified for review and approval by County officials. The approved method of buffering will then be installed/planted by developers.

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.

RESPONSE: This site was cleared in the early 1960s and subsequently utilized as a recycling automobile junk yard. operation. While there are several listed sites located

north of this site along the upper reaches of Bayou Chico and Jones Swamp but not on or adjacent to the proposed apartment site...

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.

RESPONSE: This application is requesting approval to construct a 70 unit apartment project. in an area that has all needed infrastructure elements in place with sufficient capacity available. (See service providers letters in application)..

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.

RESPONSE: This proposed development will submit detailed site plans identifying required improvements all of which will be paid for by the developer.

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.

RESPONSE: This proposed development will not degrade Highway 98 which is designated by the Florida Department of Transportation as a Principle Arterial roadway with an adopted Level of Service Standard at "D".

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 nonmotorized transportation and sufficient vehicular parking to accommodate the needs of the development. This policy does not apply to residential subdivisions

RESPONSE: Internal circulation design will be identified once specific site plans are produced. These plans will be submitted to the County for review and approval. The plans will contain overall parking and traffic circulation patterns and will comply with this element of the Comprehensive Plan.

INF 3.1.8 Developer Responsibilities. Installation of stormwater management facilities made necessary by new development shall be the responsibility of the developer.

RESPONSE: Required stormwater management plan and facilities will be designed and installed at the developers expense.

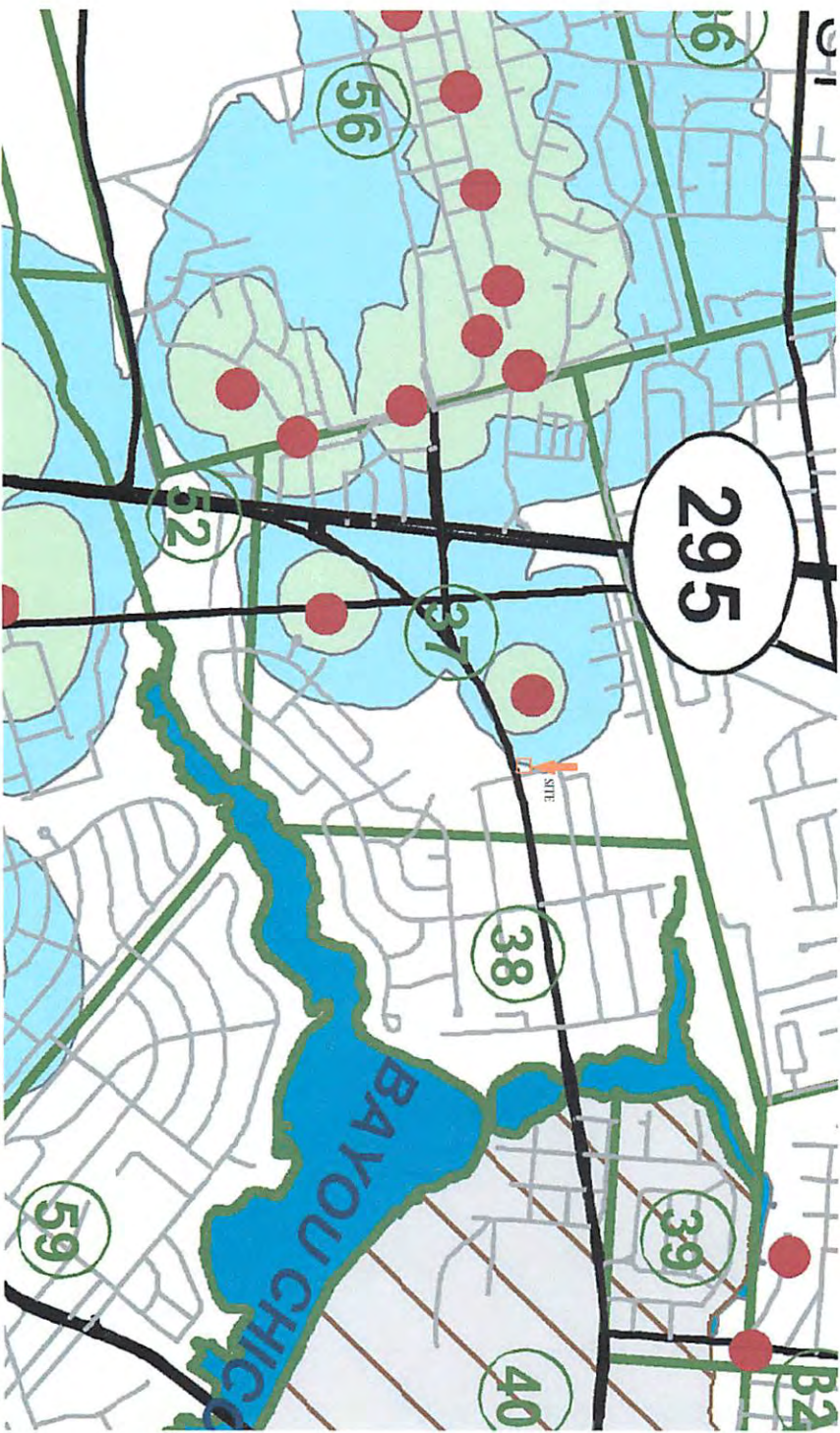
INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development shall be the responsibility of the developer unless otherwise funded by the service provider.

RESPONSE: The developer will pay for all agreed costs associated with any required modifications to the water lines.

INF 5.1.3 Wellhead Protection. Wellhead protection zones shall be located based in part upon the most current NFWMD 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 shows the development may have a small portion of the site in the southeast corner of a well protection boundary. As such, the project will require a review by the water utility to determine impacts and remediation..

RESPONSE: As shown in the attached wellhead location map, this site is not located near potable water extraction facilities.

WELLHEAD LOCATION MAP



2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

**FILED
Mar 20, 2012
Secretary of State**

DOCUMENT# L08000107518

Entity Name: T & A INVESTMENT PROPERTIES, LLC

Current Principal Place of Business:

3920 NAVY BLVD.
PENSACOLA, FL 32507

New Principal Place of Business:

3920 W NAVY BLVD
PENSACOLA, FL 32507

Current Mailing Address:

3920 NAVY BLVD.
PENSACOLA, FL 32507

New Mailing Address:

3920 W NAVY BLVD
PENSACOLA, FL 32507

FEI Number: 26-3793834

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

DRAKE, GREGORY
3920 NAVY BLVD.
PENSACOLA, FL 32507 US

Name and Address of New Registered Agent:

DRAKE, GREGORY
3920 W NAVY BLVD
PENSACOLA, FL 32507 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

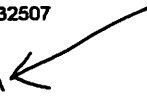
03/20/2012

Date

MANAGING MEMBERS/MANAGERS:

Title: MGRM
Name: DRAKE, GREGORY
Address: 3920 W NAVY BLVD
City-St-Zip: PENSACOLA, FL 32507

Title: MGRM
Name: PAGAN, REBECCA
Address: 3920 W NAVY BLVD
City-St-Zip: PENSACOLA, FL 32507



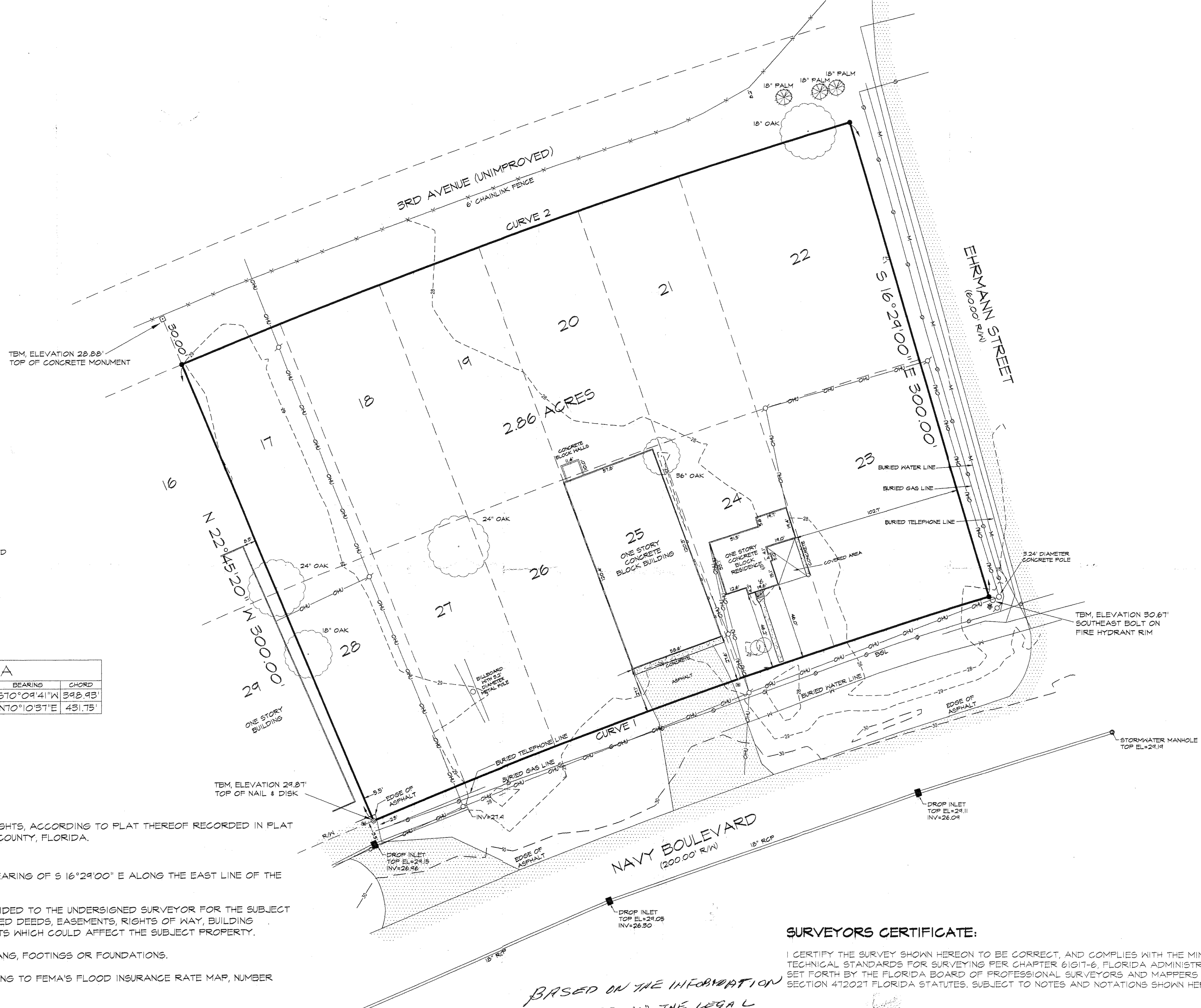
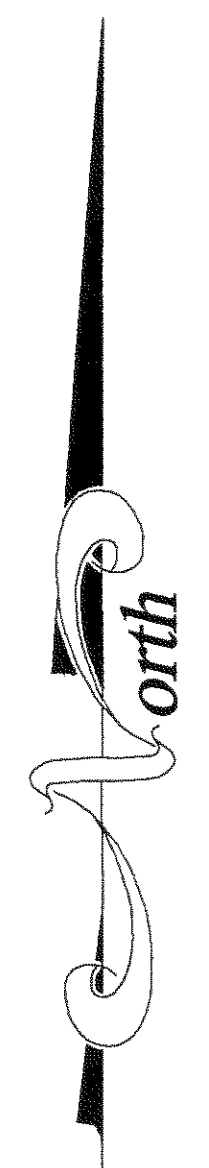
I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: GREGORY DRAKE

MGRM

03/20/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date



- LEGEND:**
- TBM TEMPORARY BENCHMARK
 - R/W RIGHT OF WAY
 - OHU OVERHEAD UTILITIES
 - BGL BURIED GAS LINE
 - GM GAS METER
 - ⊙ POWER POLE
 - 4"x4" CONCRETE MONUMENT FOUND
 - 1/2" CAPPED ROD SET, NO. 4511
 - ⊙ NAIL AND DISK SET, NO. 4511

CURVE DATA					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
1	3919.83	399.10'	5°50'01"	S70°09'41"W	398.93'
2	4219.83	431.94'	5°51'53"	N70°10'37"E	431.75'

DESCRIPTION:
 LOTS 17 TO 28, BOTH INCLUSIVE, IN BLOCK 6, WESTERLY HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 14, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

SURVEYORS NOTES:
 THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT BEARING OF S 16°29'00" E ALONG THE EAST LINE OF THE SURVEYED PROPERTY.

NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PROVIDED TO THE UNDERSIGNED SURVEYOR FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

THE STRUCTURE DIMENSIONS DO NOT INCLUDE EAVE OVERHANG, FOOTINGS OR FOUNDATIONS.

THE SUBJECT PROPERTY IS LOCATED IN ZONE "X", ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP, NUMBER 12033C03T06, MAP REVISED SEPTEMBER 29, 2006.

THE INFORMATION SHOWN HEREON IS BASED ON THE PLAT OF RECORD, AND FIELD EVIDENCE. UNLESS SHOWN OTHERWISE, PLAT AND FIELD MEASURED INFORMATION AGREE.

THE ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK H111 1945, ELEVATION 32.35 FEET, NAVD 88.

THE LOCATION OF BURIED UTILITIES IS BASED ON FIELD MARKINGS BY THE UTILITY PROVIDER. NO CERTIFICATION IS GIVEN BY THE UNDERSIGNED SURVEYOR TO THE ACCURACY OR COMPLETENESS OF THESE MARKINGS. THERE MAY BE OTHER BURIED UTILITIES WHICH DO NOT APPEAR ON THIS SURVEY.

SURVEYORS CERTIFICATE:
 I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472021 FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

BASED ON THE INFORMATION CONTAINED IN THE LEGAL DESCRIPTION OF THIS SURVEY THE TOTAL MEASURE IS 2.86 ACRES

Ricky E. Sears
 RICKY E. SEARS
 FLORIDA LICENSED SURVEYOR & MAPPER NO. 4511

MAY 8, 2009
 DATE

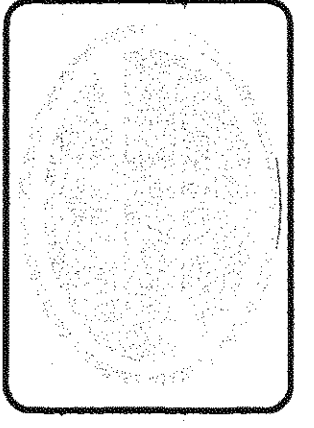
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED ABOVE, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BOUNDARY SURVEY
 LOTS 17 THRU 28, BLOCK 6
 WESTERLY HEIGHTS
 ESCAMBA COUNTY, FLORIDA

PREPARED FOR:
 MR. GREGORY DRAKE

Field Book:	26
Field Book, Page:	52-55
Field Date:	4/29/09
Scale:	1"=50'
Drawn By:	PJK
Date:	4/30/09
Job Number:	08056

RBSeas Land Surveying, Inc.
 5941 BERRYHILL ROAD, SUITE D
 MILTON, FLORIDA 32570
 TELEPHONE: (850) 983-6449
 FAX: (850) 623-3284



SCA 2012.05



P. O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

October 2, 2012

T&A Investments Properties, LLC
3920 W Navy Boulevard
Pensacola, FL 32507

Re: Drakes Apartments (3904 W Navy Boulevard)

To Whom It May Concern:

In response to your inquiry concerning availability of sewer service for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. E. Johnson, Jr.', is written over a light blue horizontal line.

William E. Johnson, Jr., PE/LS
Director of Engineering

cc: Harold Pridgen, P.E.
File

WEJ/vlf



Development Services Department
Escambia County, Florida

Small Scale **PLANNING BOARD**
~~REZONING~~ **PRE-APPLICATION SUMMARY FORM** *Harold Pudge*

38-25-30-1000-170-006
Property Reference Number

Greg Drake
Name 850-316-7100

3910 W Navy Blvd
Address

Owner

Agent

Referral Form Included? **Y/N**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: C-1 Size of Property: 2.88 +/-
 Future Land Use: C Commissioner District: _____
 Overlay/AIPD: CA Subdivision: _____
 Redevelopment Area*: CRA - Warrington
 *For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: NA

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

Applicant wants a small scale amendment
from C to MU-U for Apartments to be
built on parcel with existing commercial business on site
Approx 70 units (3 story) Has been thru DRC process.

Planning Board - July 9, 2012

BCC - - August 9, 2012

Gave application for SSA - Discussed access off local road issue
Has contacted CRA regarding SSA.

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process

BOA DRC Other: Small Scale Amendment
 Process Name

Staff present: Allyson Cam, Horace Jones Date: 5/3/12

Applicant/Agent Name & Signature: Greg Drake

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



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

The mission of the CRA is to enhance the quality of life within the County's Redevelopment Areas and Enterprise Zone by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements.

INTEROFFICE MEMORANDUM

TO: Planning Board

FROM: David Forte, Urban Planner II, Community Redevelopment Agency (CRA)

THRU: Keith Wilkins, Interim CRA Manager

DATE: Thursday, October 18, 2012

RE: FLU Amendment, November 5, 2012 meeting – 3904 Navy Blvd. – SSA-2012-05
– **Warrington Redevelopment District**

The Warrington Community Redevelopment Area Plan (WRP), originally adopted by the Board of County Commissioners in December of 1995, is intended to accomplish several key objectives to help revitalize and improve the Warrington Redevelopment District.

Navy Boulevard is a major arterial corridor and serves as the primary gateway to Pensacola NAS. Understanding the importance of the corridor, the Board of County Commissioners adopted the Navy Boulevard Design Guidelines Manual and Corridor Vision Plan on May 17, 2012. Also, the CRA is currently undergoing a Corridor Management Plan for the east/west segment of the corridor from the Bayou Chico Bridge to the east to New Warrington Rd. totaling approximately 1.3 miles. The corridor is a vibrant roadway with vital commercial components that anchor the economic viability of the community as well as supports the residential surrounding the corridor. The proposal does not appear to conflict with the Design Guidelines Manual and Corridor Vision Plan or the Corridor Management Plan.

The CRA is in support of the proposed application and respectfully requests that the Board approve the small scale future land use request.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Small Scale Amendment (SSA 2012-05)

Date: October 17, 2012


Date due for placement on agenda: _____

Requested by Allyson Cain

Phone Number: (850) 595-3547



(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: Oct 18, 2012

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3444

Growth Management Report 16. 5.

BCC Regular Meeting

Public Hearing

Meeting Date: 12/06/2012

Issue: 5:48 p.m. - A Public Hearing - Comprehensive Plan Amendment - Large Scale Text Amendment CPA 2012-06

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning Transmittal of a Comprehensive Plan Text Amendment CPA-2012-06

That the Board of County Commissioners review and approve transmittal of Comprehensive Plan Text Amendment (CPA) 2012-06 to the Department of Economic Opportunity (DEO), amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030, as amended; amending Future Land Use element MU-PK.

The Planning Board recommended approval of transmittal of this Comprehensive Plan Amendment.

BACKGROUND:

With the pending approval of the Perdido Key Habitat Conservation Plan, buildable acreage on the key will become more limited. Staff is seeking ways to increase density within smaller footprints. The current Floor Area Ratio (FAR) and building heights limit the ability to concentrate density.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Comprehensive Plan Amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Ordinance Draft Copy

Ordinance Clean Copy

MU-PK Exhibit

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2012-06 Perdido Key FLU-text change to MU-PK

Date: 09/06/12

Date requested back by: 09/14/12 for Oct. 8 PB

Requested by: Andrew Holmer

Phone Number: 595-3466



(LEGAL USE ONLY)

Legal Review by 

Date Received: _____



_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Make minor changes to the title and Section 1.

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ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030; AMENDING FUTURE LAND USE ELEMENT MU-PK; REMOVING CERTAIN RESTRICTIONS ON DEVELOPMENT, HEIGHT, AND DENSITY; INCREASING THE FLOOR AREA RATIO; AND ADDING MINIMUM PERVIOUS AND MAXIMUM IMPERVIOUS AREA STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose.

The purpose of this ordinance is to amend Future Land Use category MU-PK to remove certain standards for development, building height, and density; amend the Floor Area Ratio (FAR), and add pervious and impervious area requirements.

Section 2. Comprehensive Plan Amendment.

The Escambia County Comprehensive Plan: 2030 is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

Section 3. Severability.

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

Section 4. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish its intentions.

Section 5. Effective date.

Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies

1 Escambia County that the plan amendment package is complete. If timely challenged,
2 this ordinance shall not become effective until the Department of Economic Opportunity
3 or the Administration Commission enters a final order determining the ordinance to be in
4 compliance.

5
6 DONE AND ENACTED this ____ day of _____, 2012.

7
8 BOARD OF COUNTY COMMISSIONERS
9 ESCAMBIA COUNTY, FLORIDA

10
11
12 By: _____

13 ATTEST: Ernie Lee Magaha
14 Clerk of the Circuit Court

Gene M. Valentino, Chairman

15
16 By: _____
17 Deputy Clerk

Date Executed: _____

18
19 (SEAL)

20
21 ENACTED:

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23 FILED WITH THE DEPARTMENT OF STATE:

24
25 EFFECTIVE DATE:

26
27
28 ATTACHMENTS: Escambia County Comprehensive Plan: 2030

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2012-06 Perdido Key FLU-text change to MU-PK

Date: 09/06/12

Date requested back by: 09/14/12 for Oct. 8 PB

Requested by: Andrew Holmer

Phone Number: 595-3466



(LEGAL USE ONLY)

Legal Review by 

Date Received: _____



Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

Make minor changes to the title and Section 1.

ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030; AMENDING FUTURE LAND USE ELEMENT MU-PK; REMOVING CERTAIN RESTRICTIONS ON DEVELOPMENT, HEIGHT, AND DENSITY; INCREASING THE FLOOR AREA RATIO; AND ADDING MINIMUM PERVIOUS AND MAXIMUM IMPERVIOUS AREA STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose.

The purpose of this ordinance is to amend Future Land Use category MU-PK to remove certain standards for development, building height, and density; amend the Floor Area Ratio (FAR), and add pervious and impervious area requirements.

Section 2. Comprehensive Plan Amendment.

The Escambia County Comprehensive Plan: 2030 is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

Section 3. Severability.

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

Section 4. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish its intentions.

Section 5. Effective date.

Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity

or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

By: _____
Deputy Clerk

Date Executed: _____

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ATTACHMENTS: Escambia County Comprehensive Plan: 2030

			<p>25%</p> <p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>Light Industrial – 5% to 10%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
<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 commercial uses allowed will be strictly controlled pursuant to the Perdido Key</p>	<p>Residential Minimum Density: None</p> <p>Maximum Density: 25 du/acre (based on proposed zoning districts)</p> <p>Building heights in residential areas may be no more than eight stories, or two stories less than an adjacent structure, if the adjacent structure is greater than eight stories and existed on June 1, 1997.</p> <p>Non-Residential Minimum Intensity: None</p>

		<p>zoning districts.</p> <p>In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)</p> <p>The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.</p>	<p>Maximum Intensity: 4.4 6.0 Floor Area Ratio (FAR)</p> <p>Building heights in commercial areas may be no more than eight stories plus two stories for parking. Building heights in the commercial core area will be based on percentage of lot coverage.</p> <p><u>Minimum pervious area: 20%</u></p> <p><u>Maximum impervious cover area: 80%</u></p>
Mixed-Use Pensacola Beach (MU-PB)	Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements.	The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of	<p>Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation.</p> <p>Also, densities may be increased, decreased</p>



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3437

Growth Management Report 16. 6.

BCC Regular Meeting

Public Hearing

Meeting Date: 12/06/2012

Issue: 5:49 p.m. - Public Hearing -LDC Ordinance - Article 6, Zoning District, Perdido Key

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:49 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Article 6

That the Board of County Commissioners review an Ordinance to the Land Development Code (LDC) amending Article 6, Zoning Districts.

This hearing serves as the first of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S 125.66 (4)(b).

The Planning Board recommended approval of this Ordinance.

BACKGROUND:

With the pending approval of the Perdido Key Habitat Conservation Plan, buildable acreage on the key will become more limited. Staff is seeking ways to increase density within smaller footprints. The current Floor Area Ratio (FAR) and building heights limit the ability to concentrate density.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Ordinance Draft Copy

Legal Sign-Off

- 1 C. *Off-street parking and loading requirements.* See section 7.02.00.
2 D. *Traffic requirements.* See section 7.11.09.
3 E. *Screening adjacent to residential districts.* See section 7.01.06.E.
4 F. *Site and building requirements.*
5 1. *Lot coverage.*
6 a. ~~The lot coverage for residential single-family, two-family (duplex),~~
7 ~~three-family (triplex), four-family (quadruplex), and townhouse~~
8 ~~buildings shall be the same as for the R-1PK district. At least 20~~
9 ~~percent of each lot or parcel shall remain pervious 80 percent~~
10 ~~maximum impervious cover ratio. for multifamily dwelling and~~
11 ~~commercial buildings. (See section 12.01.01.B.)~~
12 b. ~~The maximum combined area occupied by all principal and~~
13 ~~accessory buildings shall not exceed the percentage (%) allowed~~
14 ~~under the "footprint" regulations for the number of stories proposed.~~
15 2. *Lot width.* The minimum lot width for residential single-family, two-
16 family (duplex), three-family (triplex), four-family (quadruplex), and
17 townhouse buildings shall be the same as for the R-1PK district.
18 Multifamily dwelling and commercial buildings shall have no minimum lot
19 width.
20 3. *Yards.* The front and yard shall be the same as the R-3PK district.
21 The rear yard shall be the same as the C-1PK district. The side yards shall
22 be the same as the R-3PK district. Required side yard setbacks shall not
23 be less than five feet on each side, except where a commercial district is
24 contiguous to a residential district there shall be a minimum side yard of
25 ten feet on the side abutting the residential district, unless the two districts
26 are separated by a public street, body of water, or similar manmade or
27 natural buffer, in which case no side yard is required. On property abutting
28 estuarine, riverine or creek systems, the setback shall be in accordance
29 with the marine/estuarine/riverine setback (MERS) provisions of this Code
30 (Article 7) or 30 feet, whichever is greater.
31 4. *Building heights.* Building heights shall not exceed ~~48~~ 20 stories with
32 the exception of hotels which shall not exceed 30 stories. stories plus two
33 additional stories for parking and/or storage. See article 11 for additional
34 height restrictions within four miles of the Pensacola Naval Air Station.
35 5. ~~*Footprint.*~~
36 a. ~~If the lot or parcel is proposed to be improved with, or contains an~~
37 ~~existing building of two and one-half or more stories, but less than five~~
38 ~~stories, the footprint of both proposed and existing buildings shall not~~
39 ~~exceed 25 percent of lot coverage.~~
40 b. ~~If the lot or parcel is proposed to be improved with, or contains an~~
41 ~~existing building of five or more stories, but less than seven stories, the~~
42 ~~footprint of both proposed and existing buildings shall not exceed 23~~
43 ~~percent of lot coverage.~~
44 c. ~~If the lot or parcel is proposed to be improved with, or contains an~~
45 ~~existing building of seven or more stories, but less than nine stories,~~

1 ~~the footprint of both proposed and existing buildings shall not exceed~~
2 ~~21 percent of lot coverage.~~

3 ~~d. If the lot or parcel is proposed to be improved with, or contains an~~
4 ~~existing building of nine or more stories up to and including 18 stories,~~
5 ~~the footprint of both proposed and existing buildings shall not exceed~~
6 ~~19 percent of lot coverage.~~

7 ~~e. The lot or parcel used in computing the area required to satisfy~~
8 ~~footprint restrictions on buildings two and one-half stories or greater~~
9 ~~may not be crossed, intersected or divided by any public road or right-~~
10 ~~of-way. If a lot or parcel is divided, crossed, intersected or divided by~~
11 ~~any public road or right-of-way, footprint restrictions shall be applied to~~
12 ~~each portion of the divided lot or parcel as if the divided lot or parcel~~
13 ~~were two separate lots or parcels. In the event a public road or right-of-~~
14 ~~way splits a lot or parcel and creates public access to a waterway, then~~
15 ~~the lot coverage for both divisions of the lot or parcel shall be used to~~
16 ~~determine whether footprint restrictions have been satisfied.~~

17
18 **Section 2. Severability.**

19
20 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
21 or unconstitutional by any Court of competent jurisdiction, then said holding shall
22 in no way affect the validity of the remaining portions of this Ordinance.
23

24
25 **Section 3. Inclusion in Code.**

26
27 It is the intention of the Board of County Commissioners that the provisions of
28 this Ordinance shall be codified as required by 125.68, Fla. Stat. (2012); and that
29 the sections, subsections and other provisions of this Ordinance may be
30 renumbered or relettered and the word "ordinance" may be changed to "section,"
31 "article," or such other appropriate word or phrase in order to accomplish such
32 intentions.
33

34 **Section 4. Effective Date.**

35
36 This Ordinance shall become effective upon filing with the Department of State.
37

38 **DONE AND ENACTED** this _____ day of _____, 2012.

39
40 **BOARD OF COUNTY COMMISSIONERS**
41 **OF ESCAMBIA COUNTY, FLORIDA**

42
43 **By:** _____
44 **Gene M. Valentino, Chairman**
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ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CCPK text changes for lot coverage and building height

Date: 09/06/12

Date requested back by: 09/14/12 for Oct. 8 PB

Requested by: Andrew Holmer

Phone Number: 595-3466



(LEGAL USE ONLY)

Legal Review by 

Date Received: _____

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

I made changes to the title.

Karla N Moreno

From: Stephen G. West
Sent: Tuesday, November 06, 2012 3:09 PM
To: Karla N Moreno
Cc: Tara D. Cannon
Subject: RE: Ordinance to Approve Comp Plan Amendment - CPA 2012-06

Karla:

The title for the Comp Plan ordinance is OK to advertise.

The title for the LDC ordinance will need to be changed. Specifically, on page 1, lines 10 and 11, change "REMOVE STANDARDS FOR LOT COVERAGE, BUILDING HEIGHT, AND FOOTPRINT" to "REMOVE CERTAIN STANDARDS FOR LOT COVERAGE, REVISE STANDARDS TO ALLOW GREATER BUILDING HEIGHTS, AND REMOVE STANDARDS FOR FOOTPRINT."

I don't see any problem with scheduling the second hearing on the LDC ordinance after you get DEO's response.

Please feel free to call if you have any questions.

From: Karla N Moreno
Sent: Tuesday, November 06, 2012 2:29 PM
To: Stephen G. West
Subject: RE: Ordinance to Approve Comp Plan Amendment - CPA 2012-06

Hi Steve,

I just spoke to Lloyd, and he said we should be able to proceed with both Ordinances. On the first (CPA 2012-06), the Planning Board just made a motion to forward to the BCC for transmittal to the DEO. On the second (LDC Ordinance – Article 6), the Planning Board made a motion to forward to the BCC, to include the change in height for CCPK (20 stories for residential and 30 stories for hotels, as recommended by the Perdido Key Association). Staff is in the process of making those changes and will also delete the strike-thru on Page 2, Line 4 (1. Lot Coverage). As far as the title blocks for the Ordinances, it doesn't appear those will change. Once I have your approval, I will forward to the Pensacola News Journal for advertisement. Since the Article 6 Ordinance requires two Public Hearings, Lloyd advised it would be permissible to proceed with the first Public Hearing on December 6th, with the second to be scheduled, at a later time, once we hear back from DEO. If that is not correct, please let me know that as well. Thanks so much.

*Karla N. Moreno, Assistant to
T. Lloyd Kerr, AICP, Director
Escambia County Development Services Department
Phone: (850) 595-3597
FAX: (850) 595-3512*

From: Stephen G. West
Sent: Tuesday, November 06, 2012 1:39 PM
To: Karla N Moreno
Cc: Tara D. Cannon
Subject: RE: Ordinance to Approve Comp Plan Amendment - CPA 2012-06

Karla:

I can't remember whether the Planning Board directed staff to amend the Comp Plan ordinance or the LDC ordinance. Please send the entire ordinance that will be presented to the BCC.

From: Karla N Moreno
Sent: Tuesday, November 06, 2012 1:24 PM
To: Stephen G. West
Subject: Ordinance to Approve Comp Plan Amendment - CPA 2012-06

Good Afternoon,

Following the recommendation of the Planning Board at its Monday, November 5, 2012, Meeting to forward to the Board of County Commissioners (BCC) for review and consideration of adoption, the Ordinance to amend the Escambia County Comprehensive Plan: 2030, is it permissible to proceed with advertisement of the Ordinance with the Pensacola News Journal? The title currently reads, as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030; AMENDING FUTURE LAND USE ELEMENT MU-PK; REMOVING CERTAIN RESTRICTIONS ON DEVELOPMENT, HEIGHT, AND DENSITY; INCREASING THE FLOOR AREA RATIO; AND ADDING MINIMUM PERVIOUS AND MAXIMUM IMPERVIOUS AREA STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

*Karla N. Moreno, Assistant to
T. Lloyd Kerr, AICP, Director
Escambia County Development Services Department
Phone: (850) 595-3597
FAX: (850) 595-3512*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1899

Growth Management Report 16. 7.

BCC Regular Meeting

Public Hearing

Meeting Date: 12/06/2012

Issue: 5:50 p.m. - An Public Hearing- Repeal & Replace Comprehensive Plan Ordinance 2012-18

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning Repealing and Replacing Comprehensive Plan Ordinance 2012-18

That the Board of County Commissioners adopt an Ordinance to repeal and replace Ordinance Number 2012-18, in its entirety.

BACKGROUND:

On May 17, 2012, the Board of County Commissioners adopted Comprehensive Plan Ordinance 2012-18. Subsequently, staff discovered that an outdated version of the Comprehensive Plan had been inadvertently incorporated in the ordinance requiring amending the Comprehensive Plan by repealing and replacing in its entirety Ordinance 2012-18.

At the July 9, 2012. Planning Board Meeting, the Board recommended approval of the Ordinance to be transmitted to DEO. The BCC approved transmittal to the Florida Department of Economic Opportunity (DEO) at the August 9, 2012, BCC, and the County subsequently received notice through DEO letter, dated September 13, 2012, that the DEO had "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."

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Comprehensive Amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Legal Review

Draft Ordinance

Ordinance with Comp Plan

Original BCC Rec for 2012-18

DEO Response

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Comprehensive Plan:2030 Repealing & Replacing Ord. 2012-18

Date: 6/18/2012

Date requested back by: 6/19/2012

Requested by: Allyson Cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by 

Date Received: 6/18/2012

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:
Include minor changes - wordy and format.

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ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; REPEALING AND REPLACING IN ITS ENTIRETY ORDINANCE NO. 2012-18; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Escambia County Board of County Commissioners adopted Ordinance 2012-18 on May 17, 2012; and

WHEREAS, it was subsequently discovered that an outdated version of the Comprehensive Plan was inadvertently incorporated in the ordinance; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan by repealing and replacing in its entirety Ordinance No. 2012-18;

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 repeal and replace the Escambia County Ordinance 2012-18 to correct an outdated version of the Comprehensive Plan that was inadvertently incorporated in it.

Section 2. Repeal and Replacement of Ordinance 2012-18.

Ordinance 2012-18 is hereby repealed and the Escambia County Comprehensive Plan: 2030 shall be amended as shown in the Exhibit A attached to this ordinance and codified in Part II of the Escambia County Code of Ordinances (additions are underlined and deletions are struck through).

Section 3. Severability.

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

1 **Section 4. Inclusion in the code.**

2
3 The Board of County Commissioners intends that the provisions of this ordinance
4 will be codified as required by Section 125.68, Florida Statutes, and that the sections of
5 this ordinance may be renumbered or relettered and the word "ordinance" may be
6 changed to "section," "article," or such other appropriate word of phrase in order to
7 accomplish its intentions.

8
9 **Section 5. Effective date.**

10
11 Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not
12 become effective until 31 days after the Department of Economic Opportunity notifies
13 Escambia County that the plan amendment package is complete. If timely challenged,
14 this ordinance shall not become effective until the Department of Economic Opportunity
15 or the Administration Commission enters a final order determining the ordinance to be in
16 compliance.

17
18
19 DONE AND ENACTED this _____ day of _____, 2012.

20
21 BOARD OF COUNTY COMMISSIONERS
22 ESCAMBIA COUNTY, FLORIDA

23
24
25 By: _____
26 Gene M. Valentino, Chairman

27 ATTEST: Ernie Lee Magaha
28 Clerk of the Circuit Court

29 By: _____ Date Executed: _____
30 Deputy Clerk

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32
33 (SEAL)

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36 ENACTED:

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39 FILED WITH THE DEPARTMENT OF STATE:

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41
42 EFFECTIVE DATE:

ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; REPEALING AND REPLACING IN ITS ENTIRETY ORDINANCE NO. 2012-18; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Escambia County Board of County Commissioners adopted Ordinance 2012-18 on May 17, 2012; and

WHEREAS, it was subsequently discovered that an outdated version of the Comprehensive Plan was inadvertently incorporated in the ordinance; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan by repealing and replacing in its entirety Ordinance No. 2012-18;

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 repeal and replace the Escambia County Ordinance 2012-18 to correct an outdated version of the Comprehensive Plan that was inadvertently incorporated in it.

Section 2. Repeal and Replacement of Ordinance 2012-18.

Ordinance 2012-18 is hereby repealed and the Escambia County Comprehensive Plan: 2030 shall be amended as shown in the Exhibit A attached to this ordinance and codified in Part II of the Escambia County Code of Ordinances (additions are underlined and deletions are struck through).

Section 3. Severability.

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

Section 4. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish its intentions.

Section 5. Effective date.

Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Attachment: Escambia Count Comprehensive Plan 2030

ESCAMBIA COUNTY COMPREHENSIVE PLAN

2030

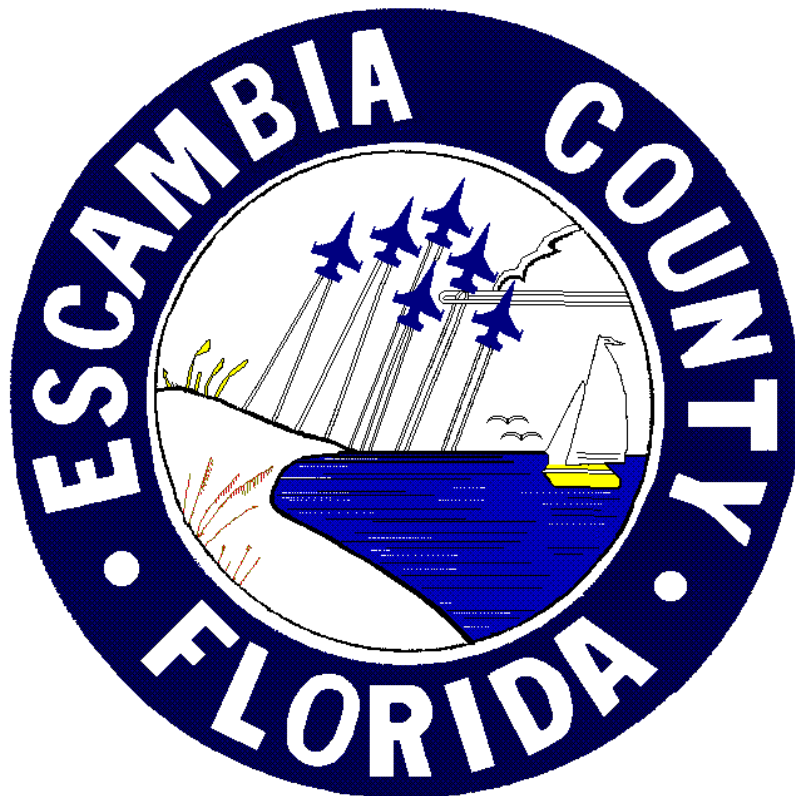


Table of Contents

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 which 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 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:

LOS	Policy
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.

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Agriculture (AG)	Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors	<ul style="list-style-type: none"> • Agriculture • Silviculture • Residential • Recreational • Public and Civic • Limited Ancillary or Supportive 	<p>Residential Minimum Density: None</p> <p>Maximum Density: 1 du/20 acres</p> <p>Non-Residential</p>

	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.	Commercial	<p>Minimum Intensity: None</p> <p>Maximum Intensity: 0.25 Floor Area Ratio (FAR)</p>
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"> • Agriculture • Silviculture • Residential • Recreational Facilities • Public and Civic • Compact, traditional neighborhood supportive commercial 	<p>Residential Minimum Density: None</p> <p>Maximum Density: 2 du/acre</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 0.25 Floor Area Ratio (FAR)</p>
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"> • Residential • Retail and Services • Professional Office • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: 2 du/acre</p> <p>Maximum Density: 10 du/acre</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 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 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>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"> • Residential • Retail and Services • Professional Office • Light Industrial • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: 3.5 du/acre</p> <p>Maximum Density: 25 du/acre</p> <p>Non-Residential 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 or transit corridors by 2030:</p> <p>a) Residential – 8% to</p>

			<p>25%</p> <p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>Light Industrial – 5% to 10%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
<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 commercial uses allowed will be strictly controlled pursuant to the Perdido Key</p>	<p>Residential Minimum Density: None</p> <p>Maximum Density: 5 <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>Non-Residential Minimum Intensity: None</p>

		<p>zoning districts.</p> <p>In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)</p> <p>The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.</p>	<p>Maximum Intensity: 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 encourage innovative land development types and arrangements.	The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of	<p>Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation.</p> <p>Also, densities may be increased, decreased</p>

	<p>Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units.</p>	<p>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>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>
<p>Commercial (C)</p>	<p>Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.</p>	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Light Industrial • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: None</p> <p>Maximum Density: 25 du/acre</p> <p>Non-Residential Minimum Intensity:</p>

			None Maximum Intensity: 1.0 Floor Area Ratio (FAR)
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"> • Light to Intensive Industrial • Ancillary Retail and Office • No new residential development is allowed 	Residential Minimum Density: None Maximum Density: None Non-Residential Minimum Intensity: None Maximum Intensity: 1.0 Floor Area Ratio (FAR)
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"> • Passive parks and trails • Preservation lands • Educational uses that use natural amenities for public benefit • No new residential development is allowed 	Residential Minimum Density: None Maximum Density: None Non-Residential Minimum Intensity: None Maximum Intensity: None
Recreation (REC)	Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.	<ul style="list-style-type: none"> • Active and passive recreation activities and amenities • Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields • Meeting halls and the like • No new residential development is allowed 	Residential Minimum Density: None Maximum Density: None Non-Residential Minimum Intensity: None Maximum Intensity: 0.5 Floor Area Ration (FAR)
Public (P)	Provides for uses or facilities owned or managed by the federal,	<ul style="list-style-type: none"> • Public Parks • Local, Regional, State or Federal Facilities 	Residential Minimum Density: None

	state or county government or other public institutions or agencies.	<ul style="list-style-type: none"> • Public structures or lands • Quasi-public Facilities providing public services 	Maximum Density: None Non-Residential Minimum Intensity: None Maximum Intensity: None
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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.

FLU 5.4.6 To ensure appropriate identification, protection and management of regionally significant natural resources within the OSP, the following process is established:

1. Regionally significant natural resources, including waterbodies, wetlands, listed species habitat, unique vegetative communities and publicly owned lands acquired for conservation purposes, shall be identified at the long-term master plan level utilizing publicly available data. These resources shall be depicted on the long-term master plan framework map as "Anticipated Conservation Areas."
2. At the Detailed Specific Area Plan (DSAP) level, Anticipated Conservation Areas shall be subject to further study and refinement. Methods such as photo-interpretation and ground-truthing shall be utilized to verify and, where appropriate, revise Anticipated Conservation Area boundaries. These areas shall be depicted as Low Impact Natural Resource Areas (LINRA) on the DSAP land use map. LINRA designation is intended to identify areas of regionally significant natural resources within the Mid-West Escambia County Sector Plan. It is anticipated that these areas will be subject to further delineation under the State of Florida's

Environmental Resource Permit (ERP) program and may be regulated accordingly.

3. Land within a DSAP and located within areas designated as LINRAs will be evaluated during the development review process for environmental significance. Land uses, densities, and intensities will be that of the underlying land use plan. However, wetlands and other environmentally sensitive lands as defined in Section 3.04 will be subject to the relevant requirements of Conservation Policies 1.3.7, 1.3.8 and Conservation Objective 1.4. Lands identified through the permitting process for preservation shall be protected through the recordation of conservation easements consistent with Section 704.06, Florida Statutes.

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.

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.

Supp. No. 2

- 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 ~~Economic Opportunity~~ 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
Transportation Regional Incentive Program and Emerging SIS Connector Funded Roads	
Minor Arterial (Urbanized)	D
Other State and Local Roads	
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, NFWFMD and the FDEP when implementing policies related to the protection of potable water resources.

CON 1.4.4 Emergency Water Conservation. In cooperation with NFWFMD, 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 preservations 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

Park Categories	
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
Special Use Parks	
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
Park Amenities	
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
Park System Acreage:	
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 30th, 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:

Supp No. 2

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~~).

Original BCC Recommendation

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

Rick Scott
GOVERNOR



Repeal/Replace
Ord. 2012-18

Hunting F. Deutsch
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

RECEIVED
SEP 18 2012

September 13, 2012

DEVELOPMENT SVCS. BUREAU

The Honorable Wilson B. Robertson
Chairman, Escambia County
Board of County Commissioners
Post Office Box 1591
Pensacola, Florida 32591-1591

Dear Chairman Robertson:

The State Land Planning Agency has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 12-3ESR) which was received on August 15, 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.

Sincerely,

Ana Richmond
Regional Planning Administrator

AR/de

Enclosure: Procedures for Adoption

cc: T. Lloyd Kerr, Department Director, Escambia County Development Services
Terry Joseph, Executive Director, West Florida Regional Planning Council

Florida Department of Economic Opportunity The Caldwell Building 107 E. Madison Street Tallahassee, FL 32399-4120
866.FLA.2345 850.245.7105 850.921.3223 Fax www.FloridaJobs.org www.twitter.com/FLDEO 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/TDD equipment via the Florida Relay Service at 711.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2827

Growth Management Report 16. 8.

BCC Regular Meeting

Public Hearing

Meeting Date: 12/06/2012

Issue: 5:51 p.m. - A Public Hearing - Comprehensive Plan Text Amendment (OBJ FLU 5)

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:51 p.m. - A Public Hearing Concerning Review and Adopting an Ordinance for Comprehensive Plan Text Amendment (OBJ FLU 5.5, Policy FLU 5.5.2)

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending Comprehensive Plan OBJ FLU 5.5, Policy FLU 5.5.2, regarding the locational criteria for traditional urban neighborhoods, new suburban neighborhoods, and conservation neighborhoods in specific area plans.

BACKGROUND:

Comprehensive Plan OBJ FLU 5.5, FLU Policy 5.5.2, states, "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."

At the July 9, 2012, Planning Board Meeting, the Board requested the addition of the word "generally" to address the locational criteria for those identified neighborhoods, and forwarded to the Board of County Commissioners (BCC). The BCC approved transmittal to the Florida Department of Economic Opportunity (DEO) at the August 9, 2012, BCC, and the County subsequently received notice through DEO letter, dated October 12, 2012, that the DEO had "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."

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Ordinance Draft Copy

Ordinance Clean Copy

Comp Plan Text Amendment

DEO Response Letter

ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING POLICY FLU 5.5.2 REGARDING THE LOCATIONAL CRITERIA FOR TRADITIONAL URBAN NEIGHBORHOODS, NEW SUBURBAN NEIGHBORHOODS, AND CONSERVATION NEIGHBORHOODS IN SPECIFIC AREA PLANS; 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, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan consistent with Chapter 163, Florida Statutes;

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, as amended, Policy FLU 5.5.2, regarding the locational criteria for Traditional Urban Neighborhoods, New Suburban Neighborhoods, and Conservation Neighborhoods in Specific Area Plans.

Section 2. Comprehensive Plan Amendment.

The Escambia County Comprehensive Plan: 2030 is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

Section 3. Severability.

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

Section 4. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance

1 will be codified as required by Section 125.68, Florida Statutes, and that the sections of
2 this ordinance may be renumbered or relettered and the word "ordinance" may be
3 changed to "section," "article," or such other appropriate word or phrase in order to
4 accomplish its intentions.

5
6 **Section 5. Effective date.**
7

8 Pursuant to Section 163.3184(3) (c) 4, Florida Statutes, this ordinance shall not
9 become effective until 31 days after the Department of Economic Opportunity notifies
10 Escambia County that the plan amendment package is complete. If timely challenged,
11 this ordinance shall not become effective until the Department of Economic Opportunity
12 or the Administration Commission enters a final order determining the ordinance to be in
13 compliance.

14
15 DONE AND ENACTED this ____ day of _____, 2012.

16
17 BOARD OF COUNTY COMMISSIONERS
18 ESCAMBIA COUNTY, FLORIDA
19

20
21 By: _____

22 ATTEST: Ernie Lee Magaha
23 Clerk of the Circuit Court

24 Gene M. Valentino, Chairman

25 By: _____ Date Executed: _____
26 Deputy Clerk

27
28 (SEAL)

29
30 ENACTED:

31
32 FILED WITH THE DEPARTMENT OF STATE:

33
34 EFFECTIVE DATE:

35
36
37 ATTACHMENTS: Relevant Portions of Escambia County Comprehensive Plan: 2030

ORDINANCE NO. 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING POLICY FLU 5.5.2 REGARDING THE LOCATIONAL CRITERIA FOR TRADITIONAL URBAN NEIGHBORHOODS, NEW SUBURBAN NEIGHBORHOODS, AND CONSERVATION NEIGHBORHOODS IN SPECIFIC AREA PLANS; 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, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan consistent with Chapter 163, Florida Statutes;

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, as amended, Policy FLU 5.5.2, regarding the locational criteria for Traditional Urban Neighborhoods, New Suburban Neighborhoods, and Conservation Neighborhoods in Specific Area Plans.

Section 2. Comprehensive Plan Amendment.

The Escambia County Comprehensive Plan: 2030 is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

Section 3. Severability.

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

Section 4. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be

changed to "section," "article," or such other appropriate word or phrase in order to accomplish its intentions.

Section 5. Effective date.

Pursuant to Section 163.3184(3) (c) 4, Florida Statutes, this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ATTACHMENTS: Relevant Portions of Escambia County Comprehensive Plan: 2030

1 FLU 5.5.2 The OSP shall contain a mixture of residential neighborhoods that vary in
2 regards to dwelling unit type and density. The location of these neighborhoods shall be
3 generally consistent with the conceptual long-term build-out overlay. The intent of these
4 neighborhoods is to provide a variety of housing options and within close proximity to
5 schools and parks as well as retail, service, and employment opportunities. The location
6 and design of new neighborhoods shall be such that they ensure the continued
7 protection of natural resources and existing neighborhoods, promote a strong sense of
8 community, and provide access to nearby recreational opportunities.
9

10 **A. Traditional/Urban Neighborhoods**

11 Traditional/Urban Neighborhoods are intended to be high density, compact
12 communities adjacent to centralized retail and service opportunities. Traditional
13 Urban Neighborhoods shall be designed in a manner that creates a strong sense
14 of place through the layout of the streets, arrangements of open space,
15 appearance of streetscapes and linkage of neighborhoods to supporting
16 services. To allow the efficient use of land and infrastructure, increase walkability
17 and support existing and future transit systems, Traditional/Urban Neighborhoods
18 shall be located generally within ½ mile of Town, Village or Neighborhood
19 centers and contain a variety of housing types ranging on average from 5 to 25
20 dwelling units per gross acre. Individual sites may have density greater than 25
21 units per gross acre provided the average density stays within the 5 to 25
22 dwelling units range.
23

24 **B. New Suburban Neighborhoods**

25 Residential development generally greater than ½ mile from Town, Village or
26 Neighborhood centers shall be in the form of New Suburban Neighborhoods.
27 These neighborhoods are intended to be medium density communities
28 comprised of a highly interconnected transportation system including pedestrian,
29 bicycle, and automobile networks. A variety of housing types ranging from 3 to
30 10 dwelling units per gross acre shall be permitted.
31

32 **C. Conservation Neighborhoods**

33 Residential neighborhoods generally greater than 1/2 mile from Town, Village or
34 Neighborhood centers with a density less than 2.5 dwelling units per gross acre
35 shall only be permitted as Conservation Neighborhoods. Conservation
36 Neighborhoods are intended to replace typical suburban neighborhoods with a
37 more efficient and environmentally protective development pattern. Conservation
38 Neighborhoods shall be low density, clustered communities with a distinct “edge”
39 consisting of interconnected open space. This open space shall serve to protect
40 and preserve areas of significant natural resources and wildlife habitat while
41 offering passive recreational opportunities to residents. Conservation
42 Neighborhoods shall be required to preserve a minimum of 50% open space.
43 Open space shall be preserved in perpetuity through a conservation easement.
44

Rick Scott
GOVERNOR



FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

Hunting F. Deutsch
EXECUTIVE DIRECTOR

RECEIVED
OCT 09 2012

DEVELOPMENT SVCS. BUREAU

October 5, 2012

The Honorable Wilson B. Robertson
Chairman, Escambia County
Board of County Commissioners
Post Office Box 1591
Pensacola, Florida 32591-1591

Dear Chairman Robertson:

The State Land Planning Agency has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 12-5ESR) which was received on September 4, 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.

Sincerely,

Ana Richmond
Regional Planning Administrator

AR/de

Enclosure: Procedures for Adoption

cc: T. Lloyd Kerr, Department Director, Escambia County Development Services
Terry Joseph, Executive Director, West Florida Regional Planning Council

Florida Department of Economic Opportunity The Caldwell Building 107 E. Madison Street Tallahassee, FL 32399-4120
866.FLA.2345 850.245.7105 850.921.3223 Fax www.FloridaJobs.org www.twitter.com/FLDEO www.facebook.com/FLDEO

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2838

Growth Management Report 16. 9.

BCC Regular Meeting

Public Hearing

Meeting Date: 12/06/2012

Issue: 5:52 p.m. - A Public Hearing - Comprehensive Plan Text Amendment - House Bill 503

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:52 p.m. - A Public Hearing Concerning the Review of an Ordinance amending the Comprehensive Plan 2030

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan 2030 consistent with Chapter 2012-205, Laws Of Florida; removing references from the Comprehensive Plan 2030 requiring an applicant to obtain a permit or approval from any State or Federal agency as a condition of processing a development permit under certain conditions. At the August 13, 2012 Planning Board meeting, the Board recommended approval to the BCC.

BACKGROUND:

Chapter 2012-205, Laws of Florida, became effective 1 July 2012, it requires amendments to the Comprehensive Plan 2030, mandating that the local governments do not require any permits from state or federal agencies prior to issuing a permit or a development order.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

Ordinance was review and approved by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Legal Review

Draft Ordinance

Ordinance Clean Copy

Relevant Portions of Comp Plan

DEO Letter

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: COMPLAN (HB503)

Date: 7/2/2012

Date requested back by: 7/5/2012

Requested by: JC Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by 

Date Received: 7/2/12

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

Include minor revisions.

1
2 **Section 4. Inclusion in the code.**
3

4 The Board of County Commissioners intends that the provisions of this ordinance
5 will be codified as required by Section 125.68, Florida Statutes, and that the sections of
6 this ordinance may be renumbered or relettered and the word "ordinance" may be
7 changed to "section," "article," or such other appropriate word of phrase in order to
8 accomplish its intentions.
9

10 **Section 5. Effective date.**
11

12 Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not
13 become effective until 31 days after the Department of Economic Opportunity notifies
14 Escambia County that the plan amendment package is complete. If timely challenged,
15 this ordinance shall not become effective until the Department of Economic Opportunity
16 or the Administration Commission enters a final order determining the ordinance to be in
17 compliance.
18

19 DONE AND ENACTED this _____ day of _____, 2012.
20

21 BOARD OF COUNTY COMMISSIONERS
22 ESCAMBIA COUNTY, FLORIDA
23

24
25 By: _____
26 Gene M. Valentino, Chairman

26 ATTEST: Ernie Lee Magaha
27 Clerk of the Circuit Court
28

29 By: _____ Date Executed: _____
30 Deputy Clerk
31

32 (SEAL)
33

34 ENACTED:
35

36 FILED WITH THE DEPARTMENT OF STATE:
37

38 EFFECTIVE DATE:
39

40
41 ATTACHMENTS: Relevant Portions of the Escambia County Comprehensive Plan: 2030

ORDINANCE NO. 2012-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030 CONSISTENT WITH CHAPTER 2012-205, LAWS OF FLORIDA; REMOVING REFERENCES FROM THE COMPREHENSIVE PLAN REQUIRING AN APPLICANT TO OBTAIN A PERMIT OR APPROVAL FROM ANY STATE OR FEDERAL AGENCY AS A CONDITION OF PROCESSING A DEVELOPMENT PERMIT; 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 2012-205, Laws of Florida, which took effect on July 1, 2012, significantly revised the laws governing issuance of development permits; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan consistent with Chapter 2012-205, 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 2012-205, Laws of Florida, removing references from the Comprehensive Plan requiring an applicant to obtain a permit or approval from any state or federal agency as a condition of processing a development permit.

Section 2. Comprehensive Plan Amendment.

The Escambia County Comprehensive Plan: 2030 is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

Section 3. Severability.

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

Section 4. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

Section 5. Effective date.

Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ATTACHMENTS: Relevant Portions of the Escambia County Comprehensive Plan: 2030

1 | ~~CON 1.1.9 **Endangered Species.** Escambia County shall not approve a development~~
2 | ~~permit if construction pursuant to the permit would threaten the life or habitat of any~~
3 | ~~state of federal listed species unless an Incidental Take permit or other approval has~~
4 | ~~been granted from those state and/or federal agencies having jurisdiction over the~~
5 | ~~resource.~~

6 |
7 | ~~CON 1.1.109 **Public Land Acquisition.** Escambia County shall develop and maintain a~~
8 | ~~list of recommended areas for public acquisition. Such areas will include, but not be~~
9 | ~~limited to, habitat for protected species and parcels that would further the establishment~~
10 | ~~of connected greenways.~~

11 |
12 | ~~CON 1.1.140 **Public Land Restoration and Enhancement.** Escambia County shall~~
13 | ~~continually work to restore and/or enhance degraded natural areas within publicly~~
14 | ~~owned lands. Restoration or enhancement may include such activities as removal of~~
15 | ~~nonnative vegetation, reforestation, shoreline or dune restoration, or restoration of~~
16 | ~~natural hydrology.~~

17 |
18 |
19 | ~~CON 1.2.1 **State and Federal Regulation.** Escambia County shall, through LDC~~
20 | ~~provisions, require any development with emissions that may degrade air quality to~~
21 | ~~comply with all applicable federal and state regulations regarding emission control. ~~New~~~~
22 | ~~development with the potential to emit air pollutants will be required to obtain the~~
23 | ~~necessary permits from FDEP and/or the U.S. Environmental Protection Agency (EPA)~~
24 | ~~prior to emission of any regulated quantities of pollutants.~~

25 |
26 |
27 | ~~CON 1.3.7 **Wetland Development Provisions.** Development in wetlands shall not be~~
28 | ~~allowed unless sufficient uplands do not exist to avoid a taking. In this case,~~
29 | ~~development in wetlands shall be restricted to allow residential density use at a~~
30 | ~~maximum of one unit per five acres or to the density established by the future land use~~
31 | ~~map containing the parcel, whichever is more restrictive, or one unit per lot of record if~~
32 | ~~less than five acres in size. (For this policy, lots of record do not include contiguous~~
33 | ~~multiple lots under single ownership.)~~

34 |
35 | ~~a. Prior to construction in wetlands, all necessary permits must have been~~
36 | ~~issued by the FDEP, and/or NFWFMD, as required by the agency or~~
37 | ~~agencies having jurisdiction, and delivered to the County.~~

38 |
39 | ~~b_a. With the exception of water-dependent uses, commercial and~~
40 | ~~industrial land uses will not be located in wetlands that have a high degree~~
41 | ~~of hydrological or biological significance, including the following types of~~
42 | ~~wetlands:~~

- 43 |
44 | 1. Wetlands that are contiguous to Class II or Outstanding Florida
45 | Waters;
46 | 2. Wetlands located in the FEMA Special Flood Hazard Areas;

1 3. Wetlands that have a high degree of biodiversity (three or more
2 focal species) or habitat value based on maps prepared by the
3 Florida Fish and Wildlife Conservation Commission or Florida
4 Natural Areas Inventory (see attached maps adopted as part of the
5 comprehensive plan), unless a site survey demonstrates that there
6 are no listed plant or animal species on the site. The Escambia
7 County Biodiversity Hot Spots Map and the Escambia County
8 Critical Habitat Map are attached to this Ordinance as Exhibits O
9 and P, respectively.

10
11
12 | ~~COA 2.3.3 **State and Federal Permits.** No new construction seaward of the CCCL will
13 be allowed until the applicant for such construction has obtained all necessary permits
14 and approvals from state or federal regulatory agencies.~~

15
16 | **COA 2.3.43 Beach and Shoreline Regulations.** Escambia County shall protect beach
17 and shoreline systems. These regulating provisions shall be reviewed annually for the
18 Comprehensive Plan Implementation Annual Report and updated as necessary to
19 address concerns and issues including, but not limited to, the following:

- 20
21 a. "White Sand" regulations;
22 b. Shoreline protection zone;
23 c. CCCL-related regulations;
24 d. Dune replenishment, enhancement and re-vegetation programs; and
25 e. Wetland and environmentally sensitive area regulations.

26
27 | **COA 2.3.54 Beach Nourishment Assistance.** Escambia County shall continue its
28 practice of cooperating with, and encouraging, the U.S. Army Corps of Engineers
29 (ACOE) and the Florida Department of Environmental Protection (FDEP) to nourish
30 public beaches using white sand made available by maintenance dredging of Pensacola
31 Pass, the bays, bayous and/or sound, or other water bodies within or near Escambia
32 County.

33
34 | **COA 2.3.65 Beach Hardening Restrictions.** No hardening (seawalls, break waters,
35 revetments, etc.) of gulf beaches shall be allowed unless such hardening has been
36 determined to have an overriding public purpose. Such determination, by necessity, will
37 be made cooperatively between all regulatory agencies having authority over the gulf
38 beaches.

39
40 | **COA 2.3.76 State and Federal Funds.** Through the LMS, Escambia County shall jointly
41 seek state or federal funding, for the development and establishment of a "Dune
42 Restoration and Protection Program" that will be applicable to all County-owned
43 shoreline areas.

44
45 | **COA 2.3.87 Conservation and Recreation Future Land Use.** Escambia County shall
46 implement provisions applicable to the designated Recreation (REC) and Conservation

1 (CON) future land use areas on Santa Rosa Island and Perdido Key that provide for
2 public use and recreation while maintaining the important natural features, functions,
3 and habitats of the areas. The provisions shall minimize the impacts of development on
4 sensitive natural systems and will include:

- 5
- 6 a. Prevention of motor vehicle traffic on beaches and dune areas,
7 excluding publicly authorized vehicles;
- 8 b. Prevention of destruction of native vegetation from beach pedestrian
9 traffic by providing boardwalks and dune walkover structures;
- 10 c. Improvement of parking at high-use beach sites;
- 11 d. Placement of secure bicycle racks at beach sites to encourage bicycle
12 transportation;
- 13 e. The preparation and implementation of techniques needed to protect
14 established or identified nesting bird colonies, including restrictions on
15 public access to such nesting areas; and
- 16 f. Limitations on public access or the provision of alternate routes in
17 environmentally sensitive beach dune areas (i.e., dunes undergoing
18 restabilization).
- 19

RECEIVED
OCT 29 2012

Rick Scott
GOVERNOR



DEVELOPMENT SVCS. BUREAU

Hunting F. Deutsch
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

October 12, 2012

The Honorable Wilson B. Robertson
Chairman, Escambia County
Board of County Commissioners
Post Office Box 1591
Pensacola, Florida 32591-1591

Dear Chairman Robertson:

The State Land Planning Agency has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 12-6ESR) which was received on September 14, 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.

Sincerely,

Ana Richmond
Regional Planning Administrator

AR/de

Enclosure: Procedures for Adoption

cc: T. Lloyd Kerr, Department Director, Escambia County Development Services
Terry Joseph, Executive Director, West Florida Regional Planning Council

Florida Department of Economic Opportunity The Caldwell Building 107 E. Madison Street Tallahassee, FL 32399-4120
866.FLA.2345 850.245.7105 850.921.3223 Fax www.FloridaJobs.org www.twitter.com/FLDEO 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/TDD equipment via the Florida Relay Service at 711.

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3555

Growth Management Report 16. 1.

BCC Regular Meeting

Consent

Meeting Date: 12/06/2012

Issue: Scheduling of Public Hearings

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, January 3, 2013

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 December 10, 2012:

- 1. Case No.:** **Z-2012-09**
Address: 2006 Border St.
Property Reference No.: 16-2S-30-2300-001-023
Property Size: 2.23 (+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density and ID-1, Light Industrial District (cumulative) (no residential uses allowed)
To: ID-1, Light Industrial District (cumulative) (no residential uses allowed)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3
Requested by: Wiley C. "Buddy" Page, Agent for Rick Evans of Evans Contracting, Inc.
- 2. Case No.:** **Z-2012-26**
Address: 85 Stone Blvd.
Property Reference No.: 14-1N-31-1001-007-002
Property Size: 9.93 (+/-) acres

From: ID-CP, Commerce Park District
(cumulative)
To: ID-2, General Industrial District
(non-cumulative)
FLU Category: I, Industrial
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for
Michael O'Neill, Owner

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

4. Case No.: Z-2012-29
Address: 4810 W. Nine Mile Rd.
Property Reference No.: 04-1S-31-1101-000-000
Property Size: 240.11(+/-) acres
From: AG, Agriculture District, Low
Density
To: ID-CP, Commerce Park District
(no residential uses allowed)
FLU Category: REC, Recreation
Commissioner District: 5
Requested by: Michael Langston, PE, Agent for
Navy Federal Credit Union

B. 5:46 p.m. - A Public Hearing - Comprehensive Plan Amendment (CPA) 2012-04 (Map) -Navy
Federal Credit Union - 4810 W. Nine Mile Road;

C. 5:47 p.m. - A Public Hearing -Comprehensive Plan Amendment (CPA) 2012-07 (CIE - Text)
-Navy Federal Credit Union - 4810 W. Nine Mile Road;

D. 5:48 p.m. - A Public Hearing- LDC Ordinance Article 13 "Signage", Regulation of Signs and
Outdoor Displays; and

E. 5:49 p.m. - A Public Hearing - Comprehensive Plan Map Amendment (CPA) 2012-02, Hanks Rd.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1550

County Administrator's Report 16. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/06/2012

Issue: Request for Disposition of Property

From: Chris Jones, Property Appraiser

Organization: Escambia County Property Appraiser

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Property Appraiser's Office - Chris Jones, CFA, Property Appraiser

That the Board approve the Request for Disposition of Property Forms indicating 33 items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

BACKGROUND:

Replacement of equipment

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

PA_PropDisposition1

PA_PropDisposition2

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Property Appraiser COST CENTER NO: 550101

Chris Jones DATE: 8/24/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

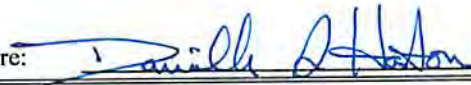
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N		Plana Monitor - PA#1556	PC0377JA03087	PX2210MW	2007	Bad
Y	53434	IBM Intellistation M Pro - PA#1392	KP-D7278	6230-25U	2004	Bad
Y	52167	IBM NetVista - PA#978	KLRAZ3G	8307-D1V	2003	Bad
N		IBM NetVista - PA#988	KLCM5RXX	8319-410	—	Bad

Disposal Comments: _____

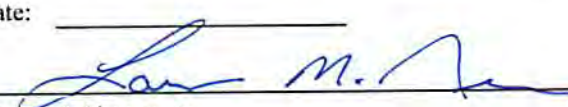
INFORMATION TECHNOLOGY (IT Technician): Danielle Horton
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8-24-12 Information Technology Technician Signature: 

TO: County Administration Date: _____
 FROM: Escambia County Bureau Bureau Chief (Signature): _____
 Bureau Chief (Print Name): _____

RECOMMENDATION: Date: _____
 TO: Board of County Commissioners
 FROM: County Administration

 Larry M. Newsom
 Acting 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 _____

Lennie Davis PA

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Bureau: Property Appraiser COST CENTER NO: 550101

Chris Jones DATE: _____
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52937	IBM ThinkCentre Slimfactor	KCX2CVL	8419-11U		Good
Y	52950	IBM ThinkCentre Slimfactor	KCX2CTR	8419-11U		Good
Y	52928	IBM ThinkCentre Slimfactor	KCX2CNN	8419-11U		Good
Y	52946	IBM ThinkCentre Slimfactor	KCX2CTF	8419-11U		Good
Y	54066	IBM ThinkCentre Tower	KCAY0VX	8189-31U		Scrap
Y	53431/53432	Fujitsu Flatbed Scanner	603069	f-4340		Good
Y	52943	IBM ThinkCentre Slimfactor	KCX4XVY	8419-11U		Good
Y	52945	IBM ThinkCentre Slimfactor	KCX4XLOA	8419-11U		Good
Y	52948	IBM ThinkCentre Slimfactor	KCX2CVN	8419-11U		Good
Y	52930	IBM ThinkCentre Slimfactor	KCX2CVK	8419-11U		Good

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Danielle Horton
Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: 

TO: County Administration Date: _____
FROM: Escambia County Bureau Bureau Chief (Signature): _____

Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 11-9-12
TO: Board of County Commissioners
FROM: County Administration

Larry M. Newsom
Acting 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

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Property Appraiser COST CENTER NO: 550101

Chris Jones DATE: _____
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 434-2735


REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52932	IBM ThinkCentre Slimfactor	KCX4XWC	8419-11U		Good
Y	52933	IBM ThinkCentre Slimfactor	KCKX1WY	8419-11U		Good
Y	54068	IBM ThinkCentre Tower	KCKN0ZM	8189-31U		Good
Y	55092	IBM ThinkCentre Tower	KCWR9FA	8189-31U		Good
Y	54067	IBM ThinkCentre Tower	KCLW0PD	8198-31U		Good
Y	52940	IBM ThinkCentre Slimfactor	KCX2CVA	8419-11U		Good
Y	52936	IBM ThinkCentre Slimfactor	KCX4XRY	8419-11U		Good
Y	53433	IBM ThinkCentre Tower	KCZB8WZ	8189-51U		Good
Y	53430	IBM ThinkCentre Slimfactor	KCKF4X5	8419-11U		Good
Y	52166	IBM NetVista Tower	KLRAZ3X	8307-D1U		Good


Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Danielle Horton
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: 

TO: County Administration Date: _____
 FROM: Escambia County Bureau Bureau Chief (Signature): _____
 Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 11-9-12
 TO: Board of County Commissioners
 FROM: County Administration
 - 
 Larry M. Newsom
 Acting 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

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Property Appraiser COST CENTER NO: 550101

Chris Jones DATE: _____
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53435	IBM ThinkCentre Tower	KCXM6Y6	8194-CHU		GOOD
Y	52169	IBM NetVista Tower	KLPPA0P	8307-CJU		GOOD
Y	54064	IBM ThinkCentre Tower	KCLW0PC	8189-31U		SCRAP
Y	52934	IBM ThinkCentre Slimfactor	KCX2CNB	8419-11U		GOOD
Y	52938	IBM ThinkCentre Slimfactor	KCX2CPC	8419-11U		GOOD
N	52941	IBM ThinkCentre Slimfactor	KCX2CTY	8419-11U		GOOD
N	52947	IBM ThinkCentre Slimfactor	KCX2CPY	8419-11U		GOOD
N	52933	IBM ThinkCentre Slimfactor	KLXF612	8419-11U		GOOD
Y	55449	IBM ThinkPad	L3-AZ56506101	T43		Good

Disposal Comments: _____


INFORMATION TECHNOLOGY (IT Technician): Danielle Horton
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: _____
 FROM: Escambia County Bureau Bureau Chief (Signature): _____
 Bureau Chief (Print Name): _____

RECOMMENDATION: Date: 11-9-12
 TO: Board of County Commissioners
 FROM: County Administration

 Larry M. Newsom
 Acting 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-3566

County Administrator's Report 16. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/06/2012

Issue: Surplus of Stolen Laptops

From: Charles Bourne

Organization: State Attorney's Office

CAO Approval:

RECOMMENDATION:

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

That the Board approve the two Request for Disposition of Property Forms for the Office of the State Attorney, for property which is described and listed on the Forms, with reason for disposition stated. The Information Technology (IT) equipment was stolen from a parked vehicle while attorneys were in Atlanta, Georgia for Depositions.

BACKGROUND:

IT Articles purchased with Article 5 funds deposited with Escambia County by Okaloosa & Walton Counties.

Attached is a copy of the Offense Report outlining the theft - Report was filed with the Atlanta Police Dept on 4/29/2012.

BUDGETARY IMPACT:

No Impact. Article 5 funds from Okaloosa & Walton Co were used to purchase this equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Charles Bourne, IT Director, Office of State Attorney, 1st Judicial Circuit.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Items have not been returned by Atlanta Police Dept. Sufficient time has passed to believe items will not be recovered.

Please contact Charles Bourne, IT Director, at 850-595-4273 if any questions.

Attachments

Request for Disposition Forms and Police Report

**REQUEST FOR DISPOSITION OF PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: OFFICE of STATE ATTORNEY COST CENTER NO: 410 312
Charles A. Bourne DATE: 10/22/12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles A. Bourne Phone No: 850-595-4273

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
<u>Y</u>	<u>58574</u>	<u>DELL LAPTOP</u>	<u>D6CT/M1</u>	<u>E6500</u>	<u>2010</u>	<u>GOOD</u>

Disposal Comments: LAPTOP STOLEN FROM AUTO IN ATLANTA WHILE ATTORNEYS AT DEPOSITION. POLICE REPORT ATTACHED

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable ✓ STOLEN

Computer is Ready for Disposition

Date: 10-22-12 Information Technology Technician Signature: Angela Stone

TO: County Administration Date: 10/22/12
 FROM: Escambia County Department Director (Signature): Charles A. Bourne
 Director (Print Name): Charles A. Bourne

RECOMMENDATION:
 TO: Board of County Commissioners Date: 10-24-12
 FROM: County Administration Larry M. Newsom
 Larry M. Newsom
 Acting 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

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: OFFICE OF STATE ATTORNEY COST CENTER NO: 410 310
Charles A. Bourne DATE: 10/22/12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles A. Bourne Phone No: 850-595-4273

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
<u>Y</u>	<u>58995</u>	<u>DELL LAPTOP</u>	<u>DY29YN1</u>	<u>E6520</u>	<u>2011</u>	<u>GOOD</u>

Disposal Comments: LAPTOP STOLEN FROM AUTO IN ATLANTA WHILE ATTORNEY AT DEPOSITION. POLICE REPORT ATTACHED

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

STOLEN

Computer is Ready for Disposition

Date: 10/22/12 Information Technology Technician Signature: Angela Stone

TO: County Administration Date: 10/22/12
 FROM: Escambia County Department Director (Signature): Charles A. Bourne
 Director (Print Name): Charles A. Bourne

RECOMMENDATION: Date: 10-26-12
 TO: Board of County Commissioners
 FROM: County Administration
Larry M. Newsom
 Larry M. Newsom
 Acting 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



Zone 2 Precinct
Investigations Unit
3120 Maple Drive N.E.
Atlanta, GA 30305
Phone (404) 816-7067
FAX (404) 816-7199

Fax Transmission

To: JENNIFER LIEB From: DET. ALLEN
Fax: Pages: 5
Phone: Date:
Re: CC:

Urgant For Review Please Comment Please Reply Please Recycle

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-00

INCIDENT INFORMATION

Date Reported: 04/29/2012 Time: 1700
Report Officer: 5350 (CROSS II, G A)
Reviewed By: 3831 (RIDGE, E A)
Invest Officer: 4872 (ALLEN, ANDRE K)
Officer Making Rpt: 5350 (CROSS II, G A)
Supervisor: 3831 (RIDGE, E A)
Date Occurred: 04/28/2012 Time: 1400
Location: 3300 PEACHTREE RD NE Pref: Apt:
City: ATLANTA State: GA Zip: 30305-
Latest Poss Date: 4/29/2012 Time: 1700
Associated Offense #:
Rpt District: 208 Beat: 208 Shift: E
Command Area: 02
Damage Prop: \$0 Stolen Property: \$2090 Stolen Vehicle: \$0
Disposition: Disposition Date:

OFFENSES

Offense: 2305 (LAR-FROM VEHICLE NON-ACC)
IBR Code: 2305 Att/Comp: C UCR: 0640 UCR Arson: 0

VICTIM

Name: LIEB, JENNIFER
Juvenile: NO
Address: 57 LEGION PARK LOOP MIRAMAR, FL 32550
Bldg: Apt #:
Contact: (850) 892-8080 SSN: DOB: 11/02/1976 Sex: F Race: W
DL Number: L100421769020 State: FL Hgt: 5'07 Wgt: Hair: BLN Eyes: BLU
Employer: Contact:
Emp Addr:
Bldg: Apt #:

SUSPECT

Date and Time Last Updated: 4/29/2012 Officer Signed ID: 5350

Name: UNKNOWN
Juvenile: NO
Address:
Bldg: Apt #:
Contact: SSN: DOB: Sex: Race:
DL Number: State: Hgt: Wgt: Hair: Eyes:
Employer: Contact:
Emp Addr:
Bldg: Apt #:

PROPERTY

Property Tag #
Rec Type: STOLEN
Ucr Type: TELEVISIONS, RADIOS, STEREOs, ETC
Property Type: ELECTRONIC

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-00

Brand: DELL Model:
Description: 2 DELL LAPTOPS Serial No:
Quantity: 2
Owner Applied No: Value Stolen: \$2000 Value Recovered:
Date Reported: 4/29/2012 Time: 1442
Date Recovered: Time:

Property Tag #
Rec Type: STOLEN
Use Type: CLOTHING AND FURS Property Type: CLOTHING
Brand: KENNETH COLE Model:
Description: 2 PAIR OF KENNETH COLE SHOES Serial No:
Quantity: 2
Owner Applied No: Value Stolen: \$90 Value Recovered:
Date Reported: 4/29/2012 Time: 1442
Date Recovered: Time:

Property Tag # 214M2P
Rec Type: DAMAGED
Use Type: MISCELLANEOUS Property Type: OTHER
Brand: CHEV Model: TAHOE
Description: VEHICLE DOOR DAMAGED Serial No:
Quantity: 1
Owner Applied No: Damaged Value:
Date Reported: 4/29/2012 Time: 1442
Date Recovered: Time:

TOTAL VALUE STOLEN: \$2090
TOTAL VALUE RECOVERED: \$0

VEHICLE

Date and Time Last Updated: 4/29/2012 Officer Signed ID: 5350

Rec Type:
Year: 2011 Make: CHEV Model: TAH
Style: 4D Color 1: BLK Color 2:
Tag Type: E Tag State: GA Tag Num: 214M2P
Vin: 1GNFK13047R413056
Value Stolen: Date Reported: 4/29/2012 Time: 1442
Value Recvrd: Date Recvrd: Time:

TOTAL VALUE STOLEN: \$0
TOTAL VALUE RECOVERED: \$0

NARRATIVE

On April 29, 2012, at 14:48 hours, I Officer Cross responded to 3300 Peachtree Rd (Grand Hyatt), in reference to a Information on a Larceny call. " Upon my arrival, I spoke with Mrs. Jennifer Lieb, phone number (850) 635-1541. Mrs Lieb advise she arrived at the Grand Hyatt

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-00

Hotel on 4/28/2012 at 17:30 hours, parked her 2007 Black Chevy Tahoe in number 307 of the Hyatt parking garage. Mrs Lieb advise after parking her vehicle she took her bags to the hotel room but left her shoes and lap top in the back of the Tahoe. Mrs. Lieb advise on 4/29/2012 she came down to her vehicle approx 9:00 am and noticed her dome light didnt come on when door opened and the front passenger door was unlocked and dash said rear access open. Mrs Lieb explain to me she didnt think to check contents of vehicle.

After noticing her door unlocked and dome light on, Mrs Lieb advised she grabbed her jacket and proceeded to go for a walk. Approximately 13:00 hours Mrs Lieb advise she got into her vehicle and drove to the Target at Lenox. At 14:00 hours Mrs Lieb states she drove back to the Hotel and went to get a bag out of her trunk and noticed her two Dell Laptops, Kenneth Cole boots, and mens Dockers brown shoes were missing.

When receiving this information I checked Mrs. Lieb door of the vehicle and noticed her door key was pushed backed. I advised Mrs. Lieb this is how the suspects entered her vehicle. I ask Mrs. Lieb did she believe this crime could of happen while she was parked at Target? Mrs. Lieb advised she didnt believe it happen at Target because she felt she wasnt there long enough. I asked the Manager of the Hotel if there were any video cameras were the crime took place. The manager advised me there were video cameras in the parking lot but not angle to were Mrs. Lieb vehicle was parked.

I raised CID to explain the crime that just took place. I advised Mrs. Lieb I was going to retrieve the information she given me and was going to make a report. I explained to her that an Investigator was going to contact her in a couple of days to further the investigation. I advised Mrs. Lieb to call central records with her case number within a week; if she wanted to recoup a report.

OFFENSE REPORT #121201269-00 REVIEWED BY CROSS II, G A ON 4/29/2012

OFFENSE REPORT #121201269-00 APPROVED BY RIDGE, E A ON 4/29/2012 9:09:08 PM

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-01
*** CONTAINS DRAFT INFORMATION ***

INCIDENT INFORMATION

*****DRAFT*****

Date Reported: 05/01/2012 Time: 1400
Report Officer: 4872 (ALLEN, ANDRE K)
Date Occurred: 04/28/2012 Time: 1400
Location: 3300 PEACHTREE RD. Pref:
City: ATLANTA State: GA Apt:
Latest Poss Date: 4/29/2012 Time: 1700 Zip: 30305-
Associated Offense #:
Rpt District: 208 Beat: 208 Shift: E
Command Area: 02
Damage Prop: Stolen Property: \$1700 Stolen Vehicle:
Disposition: Disposition Date:

OFFENSES

Offense: 0000 (INFORMATION ONLY)
IBR Code: 9999 Att/Comp: C UCR: 9999 UCR Arson: 0

PROPERTY

*****DRAFT*****

Property Tag #
Rec Type: STOLEN
Ucr Type: TELEVISIONS, RADIOS, STEREOS, ETC
Brand: DELL Model: Property Type: ELECTRONIC
Description: LAPTOP COMPUTER Serial No: LATITUDE E6510
Quantity: 1 DY29YN1
Owner Applied No:
Date Reported: 5/1/2012 Value Stolen: \$1000 Value Recovered:
Date Recovered: Time: 1400
Time:

*****DRAFT*****

Property Tag #
Rec Type: STOLEN
Ucr Type: TELEVISIONS, RADIOS, STEREOS, ETC
Brand: DELL Model: Property Type: ELECTRONIC
Description: LAPTOP COMPUTER Serial No: LATITUDE E6500
Quantity: 1 D6CT1M1
Owner Applied No:
Date Reported: 5/1/2012 Value Stolen: \$700 Value Recovered:
Date Recovered: Time: 1400
Time:

TOTAL VALUE STOLEN: \$1700
TOTAL VALUE RECOVERED: \$0.

NARRATIVE

ON TUESDAY 05/01/12, I WAS CONTACTED BY VICTIM JENNIFER LIEB, WITH THE SERIAL NUMBER INFORMATION TO HER STOLEN LAPTOP COMPUTERS. THIS SUPPLEMENT REPORT WAS PREPARED IN REGARDS, AND FAXED TO CENTRAL RECORDS TO HAVE THE

Printed By: 4872
Printed Date: 05/01/2012

PAGE 2

ATLANTA POLICE DEPARTMENT
Offense Report
INCIDENT NUMBER: 121201269-01
*** CONTAINS DRAFT INFORMATION ***

ITEMS ADDED TO THE SYSTEM AS STOLEN.

OFFENSE REPORT #121201269-01 REVIEWED BY

OFFENSE REPORT #121201269-01 APPROVED BY



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3570

County Administrator's Report 16. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/06/2012

Issue: Community Redevelopment Agency Chairman and Vice Chairman Appointment

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Chairman and Vice Chairman Appointments - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the November 15, 2012, action of the Community Redevelopment Agency (CRA) appointing Commissioner Lumon J. May to serve as Chairman and Commissioner Gene M. Valentino to serve as Vice Chairman of the CRA. The terms will begin upon ratification and coincide with the appointments of the Chairman and Vice Chairman of the Board of County Commissioners.

BACKGROUND:

On March 7, 1995, the Board adopted Ordinance 95-6 creating the CRA. The ordinance declares the members of the Board of County Commissioners to be the members of the CRA; however, the ordinance does not provide for a method to designate a chair or vice chair to the CRA. As per Chapter 163.356 (3) (c) Florida Statutes, the governing body of the county or municipality shall designate a chair and vice chair from among the Commissioners. A copy of Ordinance 95-6 is attached. On November 15, 2012, a CRA Meeting was convened to request approval in appointing the CRA Chair and Vice Chair. At this meeting the Board directed the CRA to appoint Commissioner Lumon May as Chair and Commissioner Gene M. Valentino as Vice Chair. Minutes of the November 15, 2012 meeting are attached.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration or sign-off is necessary for this recommendation.

PERSONNEL:

No additional personnel are needed for this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

As per Chapter 163.356 (3) (c) Florida Statutes, the governing body of the county or municipality shall appoint a chair and vice chair from among the Commissioners. Ratification of these appointments fulfills the statute requirement.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRA Ordinance from MuniCode

November 15 CRA Board Minutes

Sec. 78-151. - Title.

This article shall be known as the "community redevelopment agency ordinance."

(Code 1985, § 1-24-131)

Sec. 78-152. - Conditions precedent.

The board of county commissioners has complied with the conditions precedent to the creation of a community redevelopment agency by adopting a resolution making a finding of necessity for the rehabilitation, conservation, or redevelopment, or a combination thereof of slum or blighted areas within the unincorporated area of the county and determining that certain areas within the county shall be community redevelopment areas.

(Code 1985, § 1-24-132)

Sec. 78-153. - Declaration.

- (a) The board of county commissioners declares itself to be a community redevelopment agency with all rights, powers, duties, privileges, and immunities vested by F.S. § 163.330 et seq., subject to all responsibilities and liabilities imposed or incurred.
- (b) The members of the board of county commissioners shall be the members of the community redevelopment agency, but such members constitute the head of a legal entity, separate, distinct, and independent from the board of county commissioners.

(Code 1985, § 1-24-133)

Sec. 78-154. - Additional members.

- (a) The board of county commissioners may, at its option, appoint two additional persons to act as members of the community redevelopment agency.
- (b) The terms of office of any additional members appointed shall be for four years, except that the first person appointed shall initially serve a term of two years. Persons appointed under this section are subject to all provisions of this part relating to appointed members of a community redevelopment agency.

(Code 1985, § 1-24-134)

Sec. 78-155. - Powers.

The community redevelopment powers assigned to the community redevelopment agency include all the powers necessary or convenient to carry out and effectuate the purposes and provisions of F.S. § 163.330 et seq., except the following powers which will continue to vest in the board of county commissioners of the county:

- (1) The power to determine an area to be a slum or blighted area, or combination thereof; to designate such area as appropriate for community redevelopment; and to hold any public hearings required with respect thereto.
- (2) The power to grant final approval to community redevelopment plans and modifications thereof.
- (3)

The power to authorize the issuance of revenue bonds as set forth F.S. § 163.385.

- (4) The power to approve the acquisition, demolition, removal, or disposal of property as provided in F.S. § 163.370(3).
- (5) The power to assume the responsibility to bear loss as provided in F.S. § 163.370(3).

(Code 1985. § 1-24-135)



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
November 15, 2012
8:45 a.m.**

**BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Chair Marie Young
Vice Chair Gene M. Valentino
Commissioner Wilson Robertson
Commissioner Kevin White

Absent: Commissioner Grover C. Robinson, IV

Staff Present: Alison Rogers, County Attorney
Keith Wilkins, Department Director

Attendees: Larry M. Newsom, Acting County Administrator

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 on November 10, 2012.

I. Technical/Public Service

Recommendation Concerning CRA Meeting Minutes, October 18, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the October 18, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Senior Office Support Assistant.

Vote: 4 - 0 - Unanimously

II. Budget/Finance

Recommendation Concerning Commercial Facade, Landscape and Infrastructure Grant Funding and Lien Agreements for 1000 North Navy Boulevard - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following November 15, 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 1000 North Navy Boulevard:

- A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Fun Zone Pizza, Inc., owner of commercial property located at 1000 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$8,750, representing an in-kind match through the Neighborhood Enterprise Foundation, Inc. (NEFI), 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for improving and striping 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: 4 - 0 - Unanimously

III. Discussion/Information Items

CRA staff requested direction by the CRA Board to nominate a new CRA Chairman and Vice Chairman. A recommendation will follow upon Board directions.

Commissioner Kevin White motioned to appoint Commissioner Gene Valentino as Chairman and incoming Commissioner Lumon May as Vice Chairman. After some discussion by the Board, this motion was rescinded due to the fact that Commissioner Valentino will be Chairman of the BCC as well as head of Economic Development for the county. These duties will limit the amount of time available to devote to the chairmanship of the CRA Board. Commissioner White then moved to appoint incoming Commissioner Steven Barry as Chairman and incoming Commissioner Lumon May as Vice Chairman. It was discussed that there is no active/funded community redevelopment area in Commissioner Barry's District so this motion was also rescinded. At that time Commissioner White motioned to appoint Commissioner May as Chairman and Commissioner Valentino as Vice-Chairman. This motion was seconded by Commissioner Robertson and was approved by a vote of 4-0. A recommendation will be placed on the December 6 BCC Agenda. Department Director Keith Wilkins then advised the Board that the CRA will have an inservice for the CRA board. This will serve to introduce the newly elected commissioners to the CRA concept while refreshing the incumbent commissioners on principles of the CRA.

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3519

County Administrator's Report 16. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/06/2012

Issue: Disposition of Property for Public Safety Department

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

That the Board approve the Request for Disposition of Property Form for the Public Safety Department for one item of equipment, which is described and listed on the Disposition Form, with reason for disposition stated. The item is to be declared surplus and sold for the highest salvage bid.

BACKGROUND:

As a result of a motor vehicle accident on October 22, 2012, one of Escambia County's ambulances, Unit #13 (PN 51453), was damaged beyond repair. The actual cash value of the unit (\$10,333.33), less the \$500.00 departmental deductible, was reimbursed from the Internal Service Fund. After being declared surplus by the Board, the unit will be sold at the highest salvage bid. Risk Management will coordinate salvage of the unit.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Risk Management Office will coordinate salvage of the ambulance. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

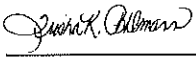
Attachments

Disposition Asset 51453

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: 11/6/2012
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 471-6425
Trisha K. Pohlmann
cn=Trisha K. Pohlmann, o,
ou=Escambia County Public Safety
Bureau, email=pkohlmann@co.
escambia.fl.us, c=US
2012.11.06 11:46:02 -05'00'

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51453	Ambulance Unit 13	1FDWF36F43EB03348	Ford 350	2003	Totalled

Disposal Comments: As a result of motor vehicle accident on October 22, 2012, this ambulance was damaged beyond repair. Cash value was received from self insurance fund and unit will be sold for the highest salvage bid.

INFORMATION TECHNOLOGY (IT Technician): N/A
Print Name

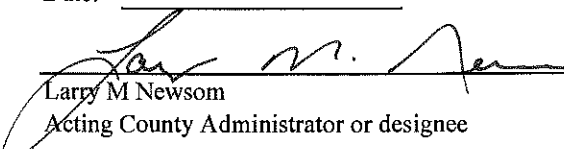
Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

TO: County Administration Date: 11/07/2012  Digitally signed by Michael Weaver
FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date:
TO: Board of County Commissioners
FROM: County Administration

Larry M Newsom
Acting County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:
Ernie Lee Magaha, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold
by:
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3572

County Administrator's Report 16. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/06/2012

Issue: Request for Disposition of Property

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department, Fire Services Division - Michael D. Weaver, Public Safety Department Director

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

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statute 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Public Safety Department will remove the appropriate property tag(s) and return them with a copy of the associated disposition form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

Attachments

Property Dispo Public Safety

**REQUEST FOR DISPOSITION OF PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Public Safety COST CENTER NO: 330206

John Sims DATE: 10/30/2012
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): [Signature] Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	502020	Ford F-150 Truck Pickup	2FTRX18W8XCA41917	F-150	1999	Poor
N	501914	Rescue Vehicle	1FDLF47F9VEB23606	F-SUPR Duty	1997	Poor

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable
 Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 11/19/12
 FROM: Escambia County Department Director (Signature): [Signature]
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 11-20-12
 TO: Board of County Commissioners
 FROM: County Administration
[Signature]
 Larry M. Newsom
 Acting 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-3588

County Administrator's Report 16. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/06/2012

Issue: Schedule a Public Hearing to amend Chapter 2, Article I, Section 2-1 of the Escambia County Code of Ordinances

From: Kathleen Dough-Castro

Organization: Public Information Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Amend Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, Adopting an Official County Logo - Kathleen Dough-Castro, Public Information Manager

That the Board schedule a Public Hearing for January 3, 2013, at 5:31 p.m., amending Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, Adopting an Official County Logo.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office drafted the proposed updated ordinance.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If the Board chooses to adopt the Ordinance, a copy of the Ordinance will be filed with the Department of State.

Attachments

Draft Ordinance

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Figure 1



Figure 2



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

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

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

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

3
4 **DONE AND ENACTED THIS** _____ **DAY OF** _____, 2013.

5
6 **BOARD OF COUNTY COMMISSIONERS**
7 **ESCAMBIA COUNTY, FLORIDA**
8

9
10
11 _____
12 Gene M. Valentino, Chairman

13 **ATTEST:** Ernie Lee Magaha
14 Clerk to the Circuit Court

15
16
17 _____
18 Deputy Clerk
19
20

21
22 (Seal)

23
24
25 Enacted:
26 Filed with Department of State:
27 Effective:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3590

County Administrator's Report 16. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/06/2012

Issue: Assignment/Transfer of Certificates of Public Convenience and Necessity

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment/Transfer of Certificates of Public Convenience and Necessity Issued to Lifeguard Ambulance Service of Florida, LLC - Michael D. Weaver, Public Safety Department Director

That the Board approve the assignment/transfer of the Certificate of Public Convenience and Necessity for provision of Basic Life Support and the Certificate of Public Convenience and Necessity for provision of Advanced Life Support, with specified limitations, approved in its Regular Meeting held September 6, 2012, to Lifeguard Ambulance Service of Florida, LLC, to apply to its new application outlining a change in the company's majority stockholders. This action will not require a change to the certificates issued for the period January 1, 2013, through December 31, 2013.

BACKGROUND:

In its meeting held September 6, 2012, the Board approved the issuance of Certificates of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to several ambulance service providers, including Lifeguard Ambulance Service of Florida, LLC. Since that time, that agency has notified Escambia County EMS of a change in majority of stockholders, effective January 1, 2013, and has submitted a new application for the provision of such limited ALS and BLS services. Escambia County Ordinance 2009-37, requires Board approval for assignment or transfer of certificates in the event of "any majority transfer of shares of stock or interest of any person or operator so as to cause a change in the directors, officers, majority stockholders or managers".

This action will not require issuance of new certificates since none of the information provided thereon (e.g., company name, scope of services) has changed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statutes, Chapter 401, and County Ordinance 2009-37.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3609

County Administrator's Report 16. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/06/2012

Issue: 2013 BCC Meeting/COW Meeting Schedule

From: Larry Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2013 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule - Larry M. Newsom, Acting County Administrator

That the Board approve the 2013 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule, as submitted.

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

2013 Meeting Schedule

**2013
MEETING CALENDAR
BOARD OF COUNTY COMMISSIONERS/COMMITTEE OF THE WHOLE
WORKSHOPS**

MEETING	DATE	TIME	CAR DEADLINE 9:00 A.M.	C/W DEADLINE 9:00 A.M.
BCC	JAN. 03, 2013	5:30 P.M.	DEC. 17, 2012	
C/W *	JAN. 08, 2013	9:00 A.M.		JAN. 02, 2013
BCC	JAN. 17, 2013	5:30 P.M.	JAN. 07, 2013	
BCC	FEB. 07, 2013	5:30 P.M.	JAN. 28, 2013	
C/W	FEB. 14, 2013	9:00 A.M.		FEB. 8, 2013
BCC	FEB. 21, 2013	5:30 P.M.	FEB. 11, 2013	
BCC*	MAR. 12, 2013	5:30 P.M.	FEB. 28, 2013	
C/W	MAR. 14, 2013	9:00 A.M.		MAR. 08, 2013
BCC	MAR. 21, 2013	5:30 P.M.	MAR. 11, 2013	
BCC	APR. 04, 2013	5:30 P.M.	MAR. 22, 2013	
C/W	APR. 11, 2013	9:00 A.M.		APR. 05, 2013
BCC	APR. 18, 2013	5:30 P.M.	APR. 08, 2013	
BCC	MAY 02, 2013	5:30 P.M.	APR. 22, 2013	
C/W	MAY 09, 2013	9:00 A.M.		MAY 3, 2013
BCC	MAY 16, 2013	5:30 P.M.	MAY 06, 2013	
BCC	JUN. 06, 2013	5:30 P.M.	MAY 24, 2013	
C/W	JUN. 13, 2013	9:00 A.M.		JUN. 07, 2013
BCC	JUN. 20, 2013	9:00 A.M.	JUN. 10, 2013	
BCC	JUL. 11, 2013	9:00 A.M.	JUN. 28, 2013	
C/W	JUL. 18, 2013	9:00 A.M.		JUL. 12, 2013
BCC	JUL. 25, 2013	5:30 P.M.	JUL. 15, 2013	
BCC	AUG. 08, 2013	5:30 P.M.	JUL. 29, 2013	
C/W	AUG. 15, 2013	9:00 A.M.		AUG. 9, 2013
BCC	AUG. 22, 2013	5:30 P.M.	AUG. 12, 2013	
BCC	SEPT. 05, 2013	5:30 P.M.	AUG. 26, 2013	
C/W	SEPT. 12, 2013	9:00 A.M.		SEPT. 06, 2013
BCC*	SEPT. 16, 2013	5:30 P.M.	SEPT. 04, 2012	
BCC	OCT. 03, 2013	5:30 P.M.	SEPT. 23, 2013	
C/W	OCT. 10, 2013	9:00 A.M.		OCT. 04, 2013
BCC	OCT. 17, 2013	5:30 P.M.	OCT. 07, 2013	
BCC	NOV. 07, 2013	5:30 P.M.	OCT. 28, 2013	
C/W*	Nov. 19, 2013	9:00 A.M.		Nov. 13, 2013
BCC	NOV. 21, 2013	5:30 P.M.	NOV. 08, 2013	
BCC	DEC. 05, 2013	5:30 P.M.	NOV. 21, 2013	
C/W	DEC. 12, 2013	9:00 A.M.		DEC. 06, 2013
BCC	JAN. 02, 2014	5:30 P.M.	DEC. 16, 2013	

NOTE: 9:00 A.M. – AGENDA REVIEW WORK SESSIONS HELD ON REGULAR BCC MEETING DATES
4:30 P.M. – PUBLIC FORUM HELD BEFORE ALL REGULAR BCC MEETINGS
ALL BCC AND C/W MEETINGS WILL BE HELD IN BOARD CHAMBERS, ROOM 100,
221 PALAFOX PLACE.
*THESE MEETINGS WERE NOT SCHEDULED ON A THURSDAY BECAUSE OF A CONFLICT
WITH EITHER A FAC OR NACO CONFERENCE.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3531

County Administrator's Report 16. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Resolution - Avondale Subdivision Crime Prevention Program

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Crime Prevention Program for the Avondale Subdivision - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Avondale Subdivision:

A. Adopt the Resolution establishing a crime prevention program for neighborhood safety for the Avondale Subdivision; and

B. Authorize the Chairman to sign the Resolution and any other Agreements necessary to accomplish goals of the Avondale Crime Prevention Program.

BACKGROUND:

During its August 17, 2006 Public Forum Work Session and Regular Meeting, the Escambia County Board of County Commissioners directed staff to proceed with implementing a crime prevention program for the Mayfair/Oakcrest subdivision. As a result of that program, more neighborhoods have been found to be in need of the same.

A by-product of Article V implementation has provided a revenue source in the County Restricted Fund 101(Revenue Account: 348532) to begin a neighborhood district improvement plan in designated areas within Escambia County. These funds must be used for Crime Prevention activities according to F.S. 775.083. Environmental Enforcement Division, Administrative Services Management and Budget (ASMB) and the residents of Avondale will work together to develop and implement a Crime Prevention Program. New districts will be determined based upon certain criterion. No General Funds (001) dollars are required in the program, unless directed otherwise by the Board.

BUDGETARY IMPACT:

Funding for these Crime Prevention Districts and their related enforcement activities shall be from fines and /or fees collected and eligibility under F.S. 775.083(2), as amended, for use in neighborhood projects.

LEGAL CONSIDERATIONS/SIGN-OFF:

The resolution has been reviewed by Kristin Haul, Assistant County Attorney.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Pursuant to Article VIII, Section I (f) of the Constitution of the State and Florida Statute Section 125, the Board must authorize all future formation by ordinance of "local government neighborhood improvement district(s)".

IMPLEMENTATION/COORDINATION:

The Office of Environmental Enforcement will work with residents to establish Crime Prevention Districts and create neighborhood plans.

Environmental Enforcement will coordinate with County Attorney, and ECSO.

Attachments

Avondale Crime Prevention Program

RESOLUTION R2012- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING AND ESTABLISHING A CRIME PREVENTION PROGRAM FOR NEIGHBORHOOD SAFETY FOR THE AVONDALE SUBDIVISION; PROVIDING FOR FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, fines and/or fees collected pursuant to §775.083(2), Florida Statutes, provide a revenue source in the County Restricted Fund 101 to establish crime prevention programs in designated areas within Escambia County; and

WHEREAS, such funds may be expended for eligible crime prevention programs within Escambia County; and

WHEREAS, funding for eligible crime prevention programs and related enforcement activities shall be from fines and/or fees collected pursuant to §775.083(2), Florida Statutes, for use in neighborhood projects to enhance neighborhood safety; and

WHEREAS, the Office of Environmental Enforcement, Department of Community Corrections and the residents of the Avondale subdivision will cooperatively develop and implement a crime prevention program that increases the safety of the neighborhood; and

WHEREAS, the Board of County Commissioners finds it in the best interests of the health, safety, and welfare of the citizens of Escambia County that the County support and approve this crime prevention program.

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 are hereby incorporated.

Section 2. That the Board of County Commissioners hereby supports and approves the Avondale subdivision crime prevention program.

Section 3. That this resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

This document approved as to form and legal sufficiency.
By: *Justin Hual*
Title: *FCM*
Date: *11/8/12*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3553

County Administrator's Report 16. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Supplemental Budget Amendment #047 - State of Florida, Division of Emergency Management Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #047 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #047, Other Grants and Projects Fund (110) in the amount of \$15,000, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Grant Agreement, and to appropriate these funds for the Community Emergency Response Team (CERT) and Citizen Corps Projects.

BACKGROUND:

Escambia County has been awarded FDEM federally-funded sub-grant that is being appropriated with this amendment. The funds will be used to continue the local effort to engage, educate and train local citizens in the role as it relates to emergency preparedness, response, recovery, mitigation and public health from acts of terrorism and other catastrophic events.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$15,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 047

**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 County Budget.

WHEREAS, Escambia County was awarded a grant by the State of Florida, Division of Emergency Management, through the Federal Fiscal Year 2012 Homeland Security Grant Program, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

Other Grants & Projects Fund Name	Fund Number	Account Code	Amount
	110		
Community Emerg Response	110	334248	7,500
Citizen Corps	110	334251	7,500
Total			\$15,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/330430	53401	7,500
Other Contractual Services	110/330458	53401	7,500
Total			\$15,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
047



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3536

County Administrator's Report 16. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 2617 East Johnson Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 2617 East Johnson Avenue:

A. Declare surplus the Board's real property, Account Number 02-2259-300, Reference Number 17-1S-30-2101-100-016;

B. Authorize the sale of the property, in accordance with Section 46-131, of the Escambia County Code of Ordinances, since the value of the real property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and the size, shape, location, and value of the property would make it of use only to adjacent property owners; and

C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property escheated to the County in June 2003. The Property Appraiser's 2012 Certified Roll Assessment value is \$40. This value consists of only a 10/24 interest in the parcel. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.131

IMPLEMENTATION/COORDINATION:

NA

Attachments

2617 E Johnson Ave backup

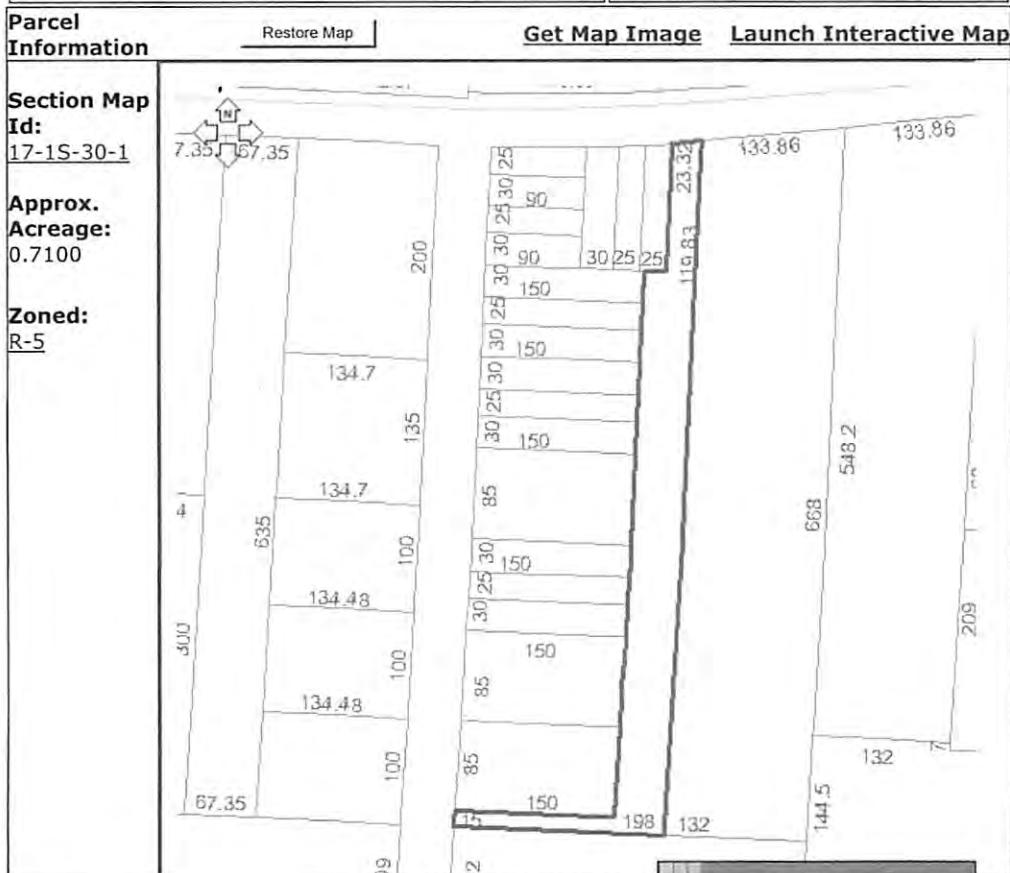
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 171S302101100016</p> <p>Account: 022259300</p> <p>Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS</p> <p>Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502</p> <p>Situs: 2617 E JOHNSON AVE 32514</p> <p>Use Code: VACANT RESIDENTIAL</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2012 Certified Roll Assessment</p> <p>Improvements: \$0</p> <p>Land: \$40</p> <hr/> <p>Total: \$40</p> <p><i>Save Our Homes:</i> \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
---	---

<p>Sales Data</p> <p>Sale Date Book Page Value Type Official Records (New Window)</p> <p>05/2003 5134 1910 \$100 TD View Instr</p> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	<p>2012 Certified Roll Exemptions</p> <p>COUNTY OWNED</p> <p>Legal Description</p> <p>10/24TH INT IN BEG AT NW COR OF LT 18 M C BOLEY S/D AN UNRECORDED S/D SD PT BEING INTERSECTION OF S...</p> <p>Extra Features</p> <p>None</p>
--	---

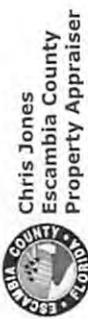


Buildings
Images
None

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

Escambia County Property Appraiser
171S302101100016 - Full Legal Description

10/24TH INT IN BEG AT NW COR OF LT 18 M C BOLEY S/D AN UNRECORDED S/D SD PT BEING INTERSECTION OF S R/W LI OF JOHNSON AVE (50 FT R/W) AND E R/W LI CARL DEAN ST (50 FT R/W) S ALG E R/W LI 620 FT FOR POB CONT S ALG E R/W LI 15 FT TO SE COR OF LT 18 ELY ALG S LI OF LTS 18 17 16 MC BOLEYS S/D 198 FT TO SE COR OF LT 16 NLY ALG E LI OF SD LT 16 646 77/100 FT TO SLY R/W LI OF JOHNSON AVE SWLY ALG SD SLY R/W LI 23 30/100 FT S AND PARL TO E LI OF LT 16 119 85/100 FT W AT RT ANGLES 25 FT S AT RT ANGLES 510 FT W AT RT ANG 150 FT TO POB ACCORDING TO FL STATUTE 197.502(8)



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.

Use numeric selection labels
Download Selection Data (1 row)

Record Search

Reference: 17-1S-30-2101-100-016
 Account: 02-2259-300
 Section Map: 17-1S-30-1
 Situs: 2617 E JOHNSON AVE
 Owner: ESCAMBIA COUNTY BOARD OF COUNTY COM
 Mailing Address:
 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
 Last Sale: 5/2003, \$100
 Property Use: VACANT RESIDENTIAL
 Approx. Acreage: 0.7100
 Building Count: 0
 Total Heated Area: 0
 Zoned: R-5

Print Tool Copy Map Image

Include radius in selection (5280 ft max)
ft
Radius is used only with single parcel selection

Lookup Options:
 Auto Select

Ex: 012N3344455666

10:50
due
4.00

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 00722 was issued on May 29, 1990, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 15th day of April, 1996, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 223 South Palafox Place, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

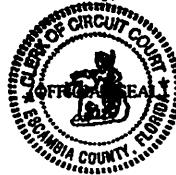
(see attached)

SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 171S302101100016
TAX ACCOUNT NUMBER 022259300

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 7th day of May, 2003.

Ernie Lee Magaha
ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida



WITNESSES:

Marcia Mashburn
Marcia Mashburn
Judy Leatherwood
Judy Leatherwood

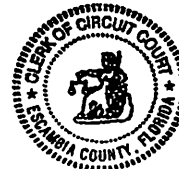
State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 7th day of May, 2003.

Ernie Lee Magaha, Clerk of the Circuit Court

Judy Leatherwood
Judy Leatherwood, Deputy Clerk



DR BK 5134 PG1911
Escambia County, Florida
INSTRUMENT 2003-093937

RCD May 08, 2003 04:46 pm
Escambia County, Florida

ERNIE LEE MASANA
Clerk of the Circuit Court
INSTRUMENT 2003-093937

LEGAL DESCRIPTION

10/24TH INT IN BEG AT NW COR OF LT 18 MC BOLEYS S/D AN UNRECORDED S/D SD PT
BEING INTERSECTION OF S R/W LI OF JOHNSON AVE (50 FT R/W) AND E R/W LI CARL DEAN
ST (50 FT R/W) S ALG E R/W LI 620 FT FOR POB CONT S ALG E R/W LI 15 FT TO SE COR OF LT
18 ELY ALG S LI OF LTS 18 17 16 MC BOLEYS S/D 198 FT TO SE COR OF LT 16 NLY ALG E LI OF
SD LT 16 646 77/100 FT TO SLY R/W LI OF JOHNSON AVE SWLY ALG SD SLY R/W LI 23 30/100
FT S AND PARL TO E LI OF LT 16 119 85/100 FT W AT RT ANGLES 25 FT S AT RT ANGLES 510
FT W AT RT ANG 150 FT TO POB OR 1388 P 433



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3562

County Administrator's Report 16. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Re-conveyance of real property to Pensacola Habitat for Humanity Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Re-conveyance of Real Property Located at 205 East Hatton Street to Pensacola Habitat for Humanity, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the re-conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation using Escambia County's Surplus Property Disposition for Affordable Housing Development Program, as the 120 maximum time frame has passed:

A. Declare surplus the Board's real property located at 205 East Hatton Street, Account Number 13-4067-100, Reference Number 00-0S-00-9020-010-122;

B. Adopt the Resolution authorizing the Contract for re-conveyance of this property to Pensacola Habitat for Humanity, Inc.;

C. Approve the sale price of \$3,979 for the 205 East Hatton Street property;

D. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

E. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

F. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

This property escheated to Escambia County on December 12, 2011, was approved for surplus and sale on January 19, 2012 and conveyed on March 15, 2012. The Property Appraiser's 2012 Certified Roll Assessment value for this property is \$3,978. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

205 E Hatton backup

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to Habitat for a purchase price of Three Thousand Nine Hundred Seventy Nine Dollars (\$3,979), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: [Signature]
Title: Asst. County Attorney
Date: Nov. 15, 2012

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

E 1/2 OF LTS 9 & 10 BLK 122 EAST KING TRACT OR 860 P 106 OR 971 P 273 CA 81
SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 000S009020010122
TAX ACCOUNT NUMBER 134067100

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____ 2012, Seller approved the sale of the Property to Buyer for the amount of Three Thousand Nine Hundred Seventy Nine Dollars (\$3,979); and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Three Thousand Nine Hundred Seventy Nine Dollars (\$3,979) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by

Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. 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 your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest

in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. **Assignability.** This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. **Litigation and Attorneys' Fees.** Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. **Time of the Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. **Counterparts.** This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. **Brokerage.** Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

22. **Default and Termination.** If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. **Notices.** All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Katheryn Y. Fulchino, Contract Manager
Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. **Further Assurances.** Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. **Relationship of the Parties.** Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. **Risk of Loss.** The risk of loss to the property is the responsibility of Seller until closing.

27. **Property Tax Disclosure Summary.** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. **Miscellaneous.** If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

This document approved as to form
and legal sufficiency.

BCC Approved:

By *[Signature]*
Title *Asst. County Attorney*
Date *Nov. 15, 2012*

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Katheryn Y. Fulchino, Contract Manager

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____,
2012, by Katheryn Y. Fulchino, as Contract Manager for Pensacola Habitat for Humanity, Inc.
She () is personally known to me, or () produced current _____
as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 000S009020010122 Account: 134067100 Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 Situs: 205 E HATTON ST 32503 Use Code: SINGLE FAMILY RESID Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	2012 Certified Roll Assessment Improvements: \$0 Land: \$3,978 Total: \$3,978 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>
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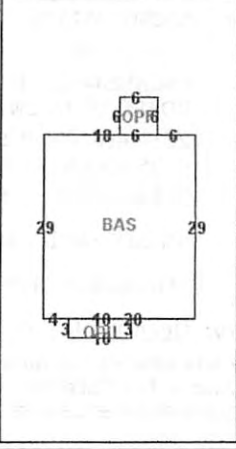
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/08/2011</td> <td>6795</td> <td>1769</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>01/1976</td> <td>971</td> <td>273</td> <td>\$2,000</td> <td>SC</td> <td>View Instr</td> </tr> <tr> <td>01/1976</td> <td>971</td> <td>270</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1974</td> <td>860</td> <td>106</td> <td>\$1,750</td> <td>SC</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/08/2011	6795	1769	\$100	TD	View Instr	01/1976	971	273	\$2,000	SC	View Instr	01/1976	971	270	\$100	WD	View Instr	01/1974	860	106	\$1,750	SC	View Instr	2012 Certified Roll Exemptions COUNTY OWNED Legal Description E1/2 OF LTS 9 & 10 BLK 122 EAST KING TRACT OR 6795 P 1769 CA 81 Extra Features None
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Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

Section Map Id:
CA081

Approx. Acreage:
0.0900

Zoned:
R-NC

Buildings	
Building 1 - Address: 205 E HATTON ST, Year Built: 1940, Effective Year: 1950	
Structural Elements FOUNDATION-WOOD/NO SUB FLR EXTERIOR WALL-ASBESTOS SIDING NO. PLUMBING FIXTURES-3.00 DWELLING UNITS-1.00 ROOF FRAMING-GABLE ROOF COVER-ROLLED ROOFING INTERIOR WALL-WOOD/WALLBOARD FLOOR COVER-PINE/SOFTWOOD NO. STORIES-1.00 DECOR/MILLWORK-NONE HEAT/AIR-UNIT HEATERS STRUCTURAL FRAME-WOOD FRAME	
Areas - 762 Total SF BASE AREA - 696 OPEN PORCH FIN - 36 OPEN PORCH UNF - 30	
Images	



11/3/09



1/11/10



5/26/11

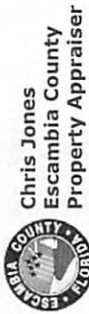


3/20/12

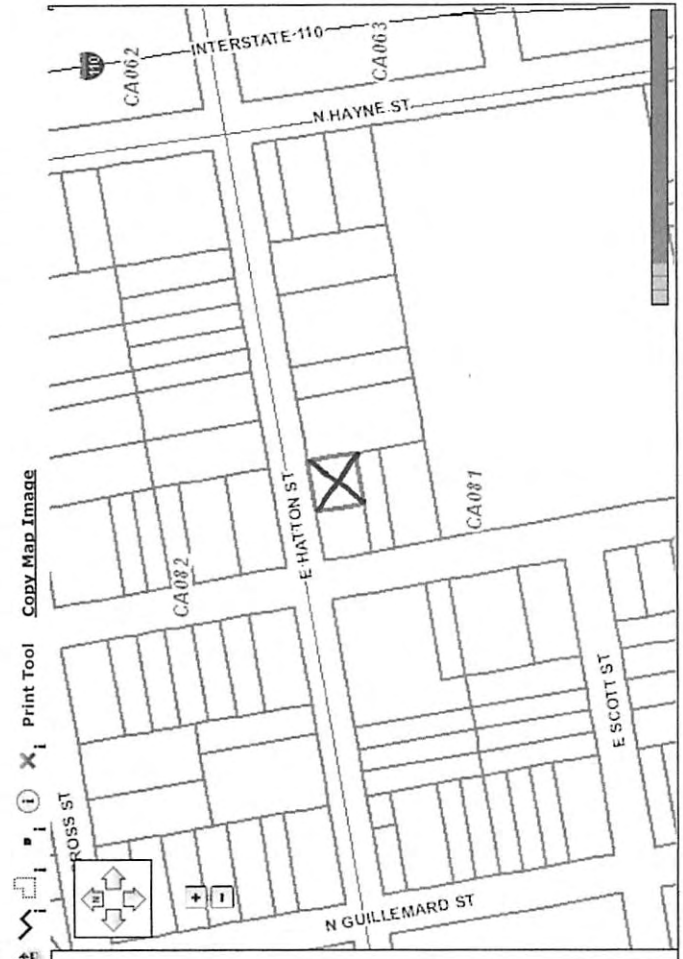


3/20/12

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



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.



Use numeric selection labels
 Record Search
 Download Selection Data (1 row)

Reference: 00-05-00-9020-010-122
Account: 13-4067-100
Section Map: CA081
Situs: 205 E HATTON ST
Subdivision: EAST KING TRACT
Owner: ESCAMBIA COUNTY
Mailing Address: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Last Sale: 12/8/2011, \$100
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.0900
Building Count: 1
Total Heated Area: 696
Zoned: R-NC

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr: Lookup Results: Search:

EX: 012N3344455666

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

3

Taking the following action concerning the surplus and sale of real property located at 205 East Hatton Street:

- A. Rescinding the Board's action of January 19, 2012, taking the following action concerning the surplus and sale of real property located at 205 East Hatton Street that has escheated to the County:
 - (1) Declaring surplus the Board's real property, Account Number 13-4067-100, Reference Number 00-0S-00-9020-010-122;**
 - (2) Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,979, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and**
 - (3) Authorizing the Chairman to sign all documents related to the sale;****
- B. Declaring surplus the Board's real property located 205 East Hatton Street, Account Number 13-4067-100, Reference Number 00-0S-00-9020-010-122;**
- C. Adopting the Resolution (R2012-29) authorizing the conveyance of real property to Pensacola Habitat for Humanity, Inc.;**
- D. Approving the sale price of \$3,979 for the 205 East Hatton Street property;**
- E. Approving to acknowledge that Pensacola Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;**
- F. Approving to allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U. S. Department of Housing and Urban Development) approval requirements; and**
- G. Authorizing the Chairman to execute the Resolution and all documents related to the sale.**

Escambia County
Clerk's Original
3/15/2012 CAR 11-3

2012-000264 BCC
Mar. 15, 2012 Page 2

205 East Hatton Street

RESOLUTION R2012-29

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

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Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 15th day of March, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date Executed

3/16/2012



ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Ernie Lee Magaha
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Feb 22, 2012

Verified By: K. MacArthur
Date: 3/19/12

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WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Three Thousand Nine Hundred Seventy Nine Dollars (\$3,979) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by

205 East Hatton Street

Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. **Right to Inspect Property.** Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. **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 your county public health unit.

10. **Conveyance of Property.** At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest

205 East Hatton Street

in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

205 East Hatton Street

- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.
14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:
- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. **Assignability.** This Agreement cannot be assigned by Buyer without the prior written consent of Seller.
16. **Litigation and Attorneys' Fees.** Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.
17. **Time of the Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.
18. **Counterparts.** This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.
19. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.
20. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.
21. **Brokerage.** Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.
22. **Default and Termination.** If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.
23. **Notices.** All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Katheryn Y. Fulchino, Contract Manager
Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. **Further Assurances.** Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. **Relationship of the Parties.** Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. **Risk of Loss.** The risk of loss to the property is the responsibility of Seller until closing.

27. **Property Tax Disclosure Summary.** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. **Miscellaneous.** If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY
THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC
MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of
this date and year first above written.

205 East Hatton Street

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

BCC Approved:

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Katheryn Y. Fulchino, Contract Manager

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____,
2012, by Katheryn Y. Fulchino, as Contract Manager for Pensacola Habitat for Humanity, Inc.
She is personally known to me, or produced current _____
as identification.

Signature of Notary Public

Printed Name of Notary Public

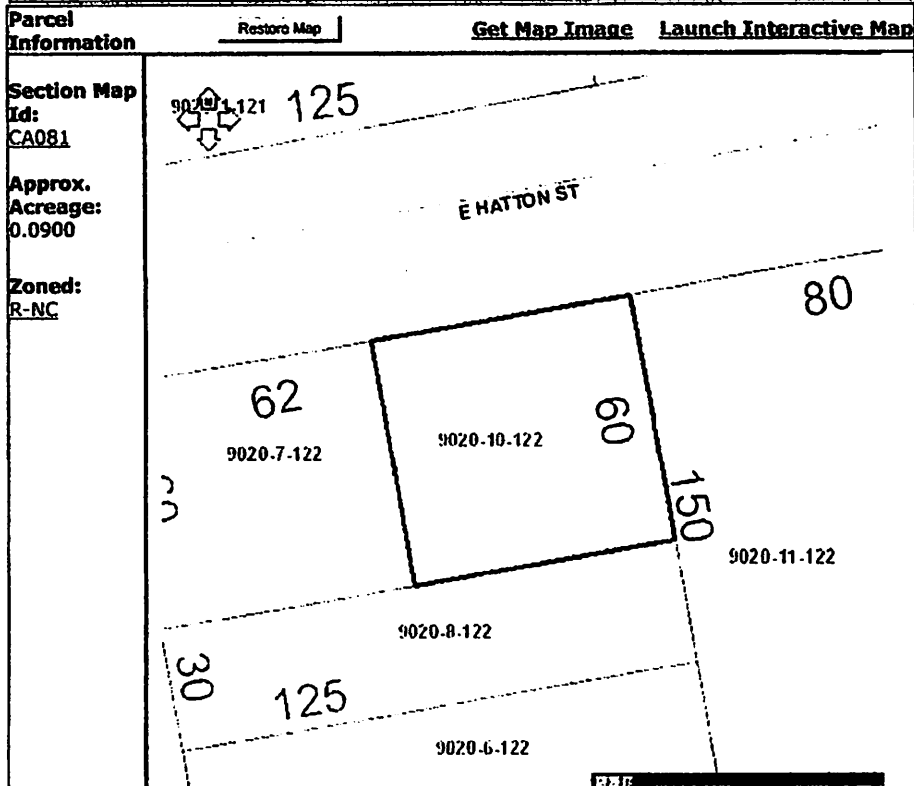
(Notary Seal)

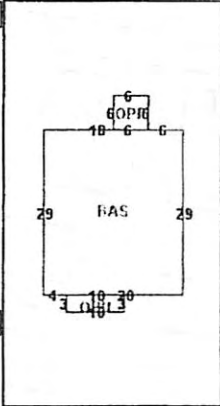
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	000S009020010122	Improvements:	\$0
Account:	134067100	Land:	\$3,979
Owners:	JEFFERSON DOROTHY	Total:	\$3,979
Mail:	C/O CLARA FLEMING 3002 N ROOSEVELT ST PENSACOLA, FL 32503	Save Our Homes:	\$0
Situs:	205 E HATTON ST 32503	Disclaimer	
Use Code:	SINGLE FAMILY RESID	Amendment 1 Calculations	
Taxing Authority:	PENSACOLA CITY LIMITS		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			
Sales Data		2011 Certified Roll Exemptions	
Sale Date	Book	Page	Value
01/1976	971	273	\$2,000
01/1976	971	270	\$100
01/1974	860	106	\$1,750
Type	Official Records (New Window)		View Instr
SC	View Instr		View Instr
WD	View Instr		View Instr
SC	View Instr		View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		None	
		Legal Description	
		E1/2 OF LTS 9 & 10 BLK 122 EAST KING TRACT OR 860 P 106 OR 971 P 273 CA 81	
		Extra Features	
		None	



Buildings	
Building 1 - Address:205 E HATTON ST, Year Built: 1940, Effective Year: 1950	
Structural Elements FOUNDATION-WOOD/NO SUB FLR EXTERIOR WALL-ASBESTOS SIDING NO. PLUMBING FIXTURES-3.00 DWELLING UNITS-1.00 ROOF FRAMING-GABLE ROOF COVER-ROLLED ROOFING INTERIOR WALL-WOOD/WALLBOARD FLOOR COVER-PINE/SOFTWOOD NO. STORIES-1.00 DECOR/MILLWORK-NONE HEAT/AIR-UNIT HEATERS STRUCTURAL FRAME-WOOD FRAME	
Areas - 762 Total SF BASE AREA - 696 OPEN PORCH FIN - 36 OPEN PORCH UNF - 30	

Images



11/3/09



1/11/10



5/26/11

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



Chris Jones
Escambia County
Property Appraiser

Use numeric selection labels
 Record Search
 Download Selection Data (1 row)

Reference: 00-05-00-9020-010-122
 Account: 13-4067-100
 Section Map: CA081
 Situs: 205 E HATTON ST
 Subdivision:
 EAST KING TRACT
 Owner: JEFFERSON DOROTHY
 Mailing Address:
 C/O CLARA FLEMING
 3002 N ROOSEVELT ST
 PENSACOLA, FL 32503
 Last Sale: 1/1976, \$100
 Property Use: SINGLE FAMILY RESID
 Approx. Acreage: 0.0900
 Building Count: 1
 Total Heated Area: 696
 Zoned: R-NC

Include radius in selection (5280 ft max)

ft
Radius is used only with single parcel selection

Lookup Options: Auto Select

Reference Nbr: Lookup Results

Ex: 012N334444555666



DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 07498 was issued on June 1, 2005, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 1st day of December, 2008, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

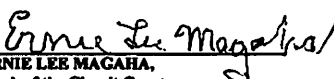
E1/2 OF LTS 9 & 10 BLK 122 EAST KING TRACT OR 860 P 106 OR 971 P 273 CA 81

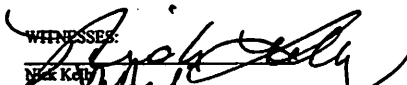

SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 000S009028010122
TAX ACCOUNT NUMBER 134067100

** Property previously assessed to: DOROTHY JEFFERSON

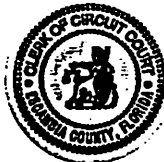
Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 8th day of December, 2011.


ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:

Nick Kelly

Maryline Avila

(OFFICIAL SEAL)



State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 8th day of December, 2011.

Ernie Lee Magaha, Clerk of the Circuit Court

Maryline Avila, Deputy Clerk





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3558

County Administrator's Report 16. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Rescind Action Relating to the Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 2753 Mission Street - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action rescinding the surplus and sale of real property located at 2753 Mission Street:

A. Rescind the Board's action of May 15, 2008, concerning the surplus and sale of real property located at 2753 Mission Street;

1. Declaring surplus its real property, Account Number 060132000, Reference Number 16-2S-30-1300-001-015 acquired by foreclosure. A legal notice will be posted in the Pensacola New Journal for two weeks stating that the County will be accepting bids by sealed bid;

2. Authorizing the sale of the property to the highest offer received from sealed bids above the minimum bid of \$4,060, in accordance with Section 46-134 of the Escambia County Code of Ordinances, without further action of the Board; and

3. Authorizing the Chairman to sign all documents related to the sale; and

B. Authorize the use of real property located at 2753 Mission Street to be utilized by Escambia County;

1. Declare surplus the Board's real property, Account Number 06-0132-000, Reference Number 16-2S-30-1300-001-015;

2. Authorize the property to be utilized for drainage purposes, as one of several parcels for drainage conveyance, to address roadway and yard flooding on Matthew Lane by the Public Works Department; and

3. Approve the \$3,289 cost from Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56101, Project #13EN2263, "Matthew Lane."

BACKGROUND:

Escambia County acquired this property in March 2006 through a governmental foreclosure. The Property Appraiser's 2012 Certified Roll Assessment value is \$4,061. Engineering plans to utilize this property for drainage purposes, to be used as one of several parcels for drainage conveyance to address roadway and yard flooding on Matthew Lane. Other parcels that will be acquired for drainage easements to convey the drainage from Matthew Lane into the existing drainage system on Mission Road. Contact has been made with the other property owners on Matthew Lane for those other drainage easements. This parcel is the first part in resolving drainage problems on Matthew Lane.

BUDGETARY IMPACT:

Costs associated with this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

Working with Public Works/Engineering Department

Attachments

[2753 Mission Rd backup](#)

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2012 Certified Roll Assessment	
Reference:	162S301300001015	Improvements:	\$0
Account:	060132000	Land:	\$4,061
Owners:	ESCAMBIA COUNTY	Total:	\$4,061
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Save Our Homes:	\$0
Situs:	2753 MISSION RD 32505	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

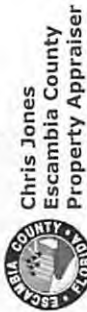
Sales Data		2012 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type
			Official Records (New Window)
03/2006	5872 1099	\$100	CT View Instr
11/1997	4195 1356	\$2,700	TD View Instr
05/1990	2855 472	\$15,900	WD View Instr
04/1982	1637 839	\$15,900	SC View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Legal Description	
		LT 15 ROOSEVELT S/D PB 2 P 62 OR 5872 P 1099	
		Extra Features	
		None	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: 16-2S-30-1</p> <p>Approx. Acreage: 0.1300</p> <p>Zoned: R-4</p>	
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Buildings
Images
None

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



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.

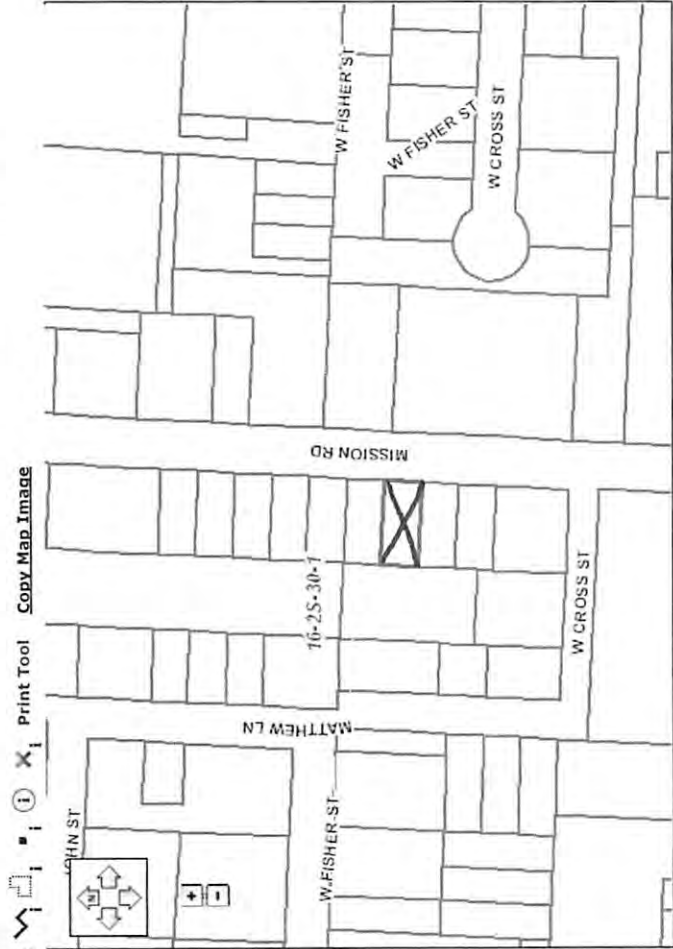
Use numeric selection labels
 Record Search
 Download Selection Data (1 row)

Reference: 16-25-30-1300-001-015
Account: 06-0132-000
Action Map: 16-25-30-1
Situs: 2753 MISSION RD
Subdivision: ROOSEVELT PB 2 P 62
Owner: ESCAMBIA COUNTY
Mailing Address: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Last Sale: 3/2006, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.1300
Building Count: 0
Total Heated Area: 0
Zoned: R-4

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr: Lookup Results

Ex: 012N3344455666



Print Tool Copy Map Image

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

2. Taking the following action concerning the surplus and sale of real property located at 2753 Mission Road: 1759

- A. Declaring surplus the Board's real property, Account Number 060132000, Reference Number 16-2S-30-1300-001-015, acquired by foreclosure; a legal notice will be posted in the Pensacola News Journal for two weeks stating that the County will be accepting bids by sealed bid;
- B. Authorizing the sale of this property to the highest offer received from sealed bid above the minimum bid of \$4,060, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
- C. Authorizing the Chairman to sign all documents related to the sale.

3. Taking the following action concerning the surplus and sale of real property located on Wilder Road: 1759

- A. Declaring surplus the Board's real property Account Number 120375000, Reference Number 21-2N-31-2301-000-000, acquired by tax deed, ratify the offer of this property to the adjacent property owners, and authorize the sale of this property to the highest offer received above the minimum bid of \$190, without further action of the Board;
- B. Making a factual determination, in accordance with Section 46-131 of the Escambia County Code of Ordinances, that:
 - (1) The real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property; and
 - (2) The size, shape, location, and value of the property would make it of use to only one or more of the adjacent property owners; and
- C. Authorizing the Chairman to sign all documents related to the sale.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Management and Budget Services Bureau
FROM: Amy Lovoy, Bureau Chief *AL*
DATE: April 23, 2008
ISSUE: Surplus and Sale of Real Property at 2753 Mission Road

RECOMMENDATION:

That the Board take the following action concerning the surplus and sale of Account Number 060132000, 2753 Mission Road:

- A. Declare surplus its real property Account Number 060132000, Reference Number 16-2S-30-1300-001-015 acquired by foreclosure. A legal notice will be posted in the Pensacola News Journal for two weeks stating that the County will be accepting bids by sealed bid;
- B. Authorize the sale of this property to the highest offer received from sealed bid in accordance with Section 46.134 of the County Code of Ordinances above the minimum bid of \$4,060 without further action of the Board; and
- C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property interest was acquired through a lien foreclosure by Escambia County in 2001. In accordance with Section 46.134, real property can be offered by sealed bid with two notices in the newspaper one week apart. The minimum bid can be no less than the value set by the Escambia County Property Appraiser's Office. This property is not needed for County purposes.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

Closing will be handled by the County Attorney's Office. The purchaser will pay all closing costs.

*BCC 5-15-2008
CAR II-2*

2008-000634 BCC
May. 15, 2008 Page 3

BCC May 15, 2008

RE: Surplus and Sale of Real Property Account Number 060132000, 2753 Mission Road

Date April 23, 2008

Page 2 of 2

IMPLEMENTATION REQUIREMENTS:

The Administrative Services Department will coordinate with the Office of Purchasing and the County Attorney's Office. Closing will be through the County Attorney's Office.

CONCUR:

Robert R. McLaughlin,
County Administrator

2008-000634 BCC
 May. 15, 2008 Page 6



Chris Jones Escambia County Property Appraiser

We Have Relocated To 221 Palafox Place (3rd Floor)
 CHRIS JONES ECPA RECORD SEARCH MAPS GENERAL INFORMATION GOVERNMENT AGENCIES TANGIBLE PROPERTY CONTACT US

RECORD DETAIL

[Previous](#) [Next](#)

General Information	
Name:	ESCAMBIA COUNTY 223 PALAFOX PL PENSACOLA FL 32502
Account:	060132000
Reference:	1625301300001015
Section Map:	S-095-1
Use Code:	00 - Vacant Residential Legend Window
Tax Inquiry:	Open Tax Inquiry Window
<small>Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</small>	

Assessment	
Improvements:	\$0.00
Land:	\$4,060.00
Total:	\$4,060.00
Save Our Homes:	\$0.00

Legal Description
LT 15 ROOSEVELT S/D PB 2 P 62 OR 5872 P 1099

Sales Data					
Mo/Yr	Book	Page	Value	Type	Deed Search (new window)
03/2006	5872	1099	\$100.00	CT	Click Here
11/1997	4195	1356	\$2,700.00	TD	Click Here
05/1990	2855	472	\$15,900.00	WD	Click Here
04/1982	1637	839	\$15,900.00	SC	Click Here
<small>Deed Search courtesy of Ernie Leo Magaha, Escambia County Clerk of the Court</small>					

[Print This Section](#) [Show Parcel Map](#) [Parcel Dimensions](#)

Card 1 Data

<table border="1"> <thead> <tr> <th>Location Address</th> </tr> </thead> <tbody> <tr> <td>2753 Mission Rd</td> </tr> </tbody> </table>	Location Address	2753 Mission Rd	<table border="1"> <thead> <tr> <th>Structural Elements</th> </tr> </thead> <tbody> <tr> <td>Floor Frame Sys</td> </tr> <tr> <td>Exterior Wall</td> </tr> <tr> <td>Roof Framing</td> </tr> <tr> <td>Roof Cover</td> </tr> <tr> <td>Interior Finish</td> </tr> <tr> <td>Floor Finish</td> </tr> </tbody> </table>	Structural Elements	Floor Frame Sys	Exterior Wall	Roof Framing	Roof Cover	Interior Finish	Floor Finish
Location Address										
2753 Mission Rd										
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Exterior Wall										
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<table border="1"> <thead> <tr> <th>Exemptions</th> </tr> </thead> <tbody> <tr> <td>Totally Exempted</td> </tr> </tbody> </table>	Exemptions	Totally Exempted								
Exemptions										
Totally Exempted										

2008-000634 BCC
May. 15, 2008 Page 7

[Taxable: Open Tax Inquiry Window](#)

Heat & Air Cond
Plumbing Fixtures: 000
Actual Year Built: 0000

[Print This Section](#)

[Show Parcel Map](#)

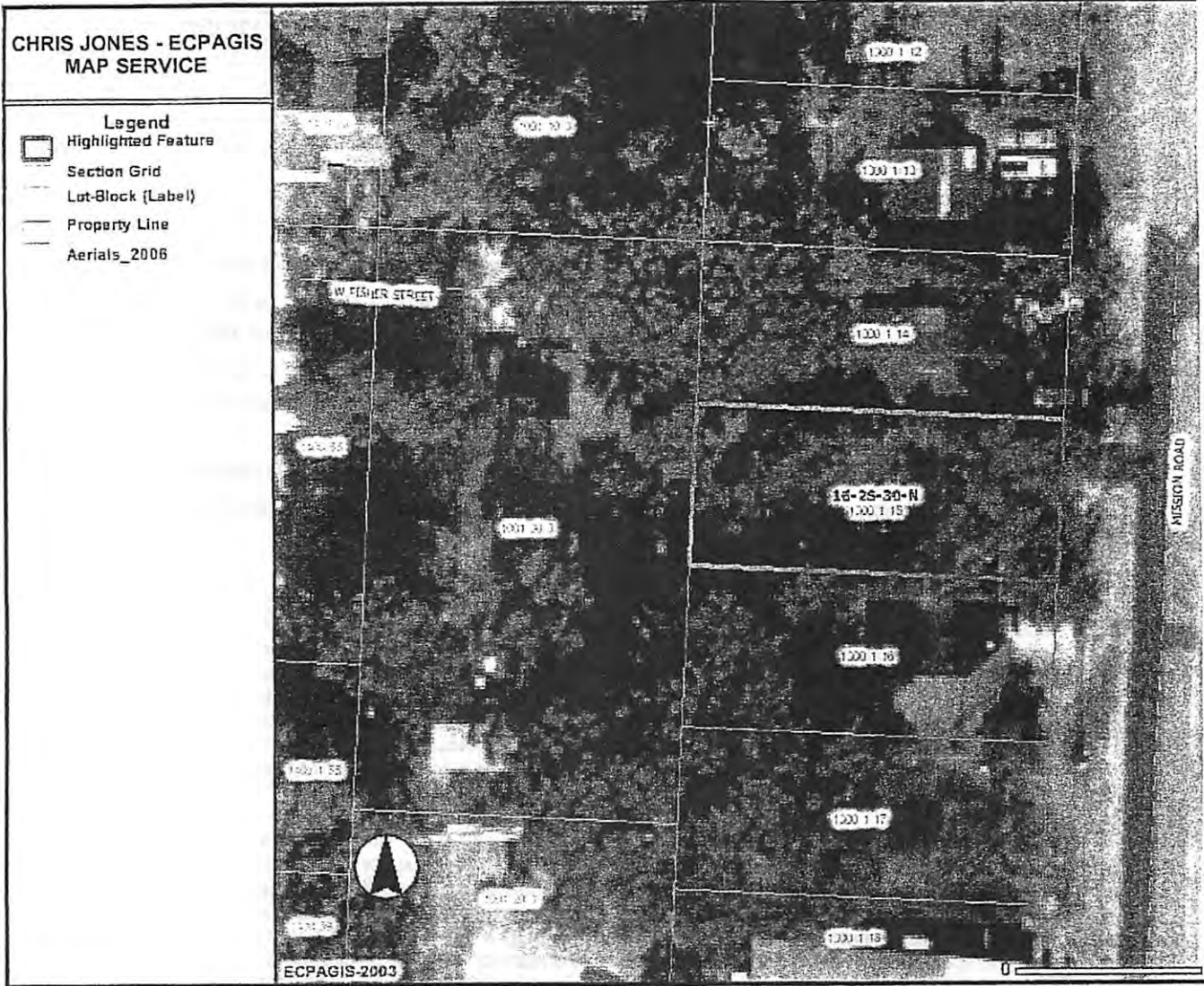
[Parcel Dimensions](#)

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

[CHRIS JONES ECPA](#) ■ [RECORD SEARCH](#) ■ [GENERAL INFORMATION](#) ■ [DIRECTORY OF GOVERNMENT AGENCIES](#)
[MAPS](#) ■ [CONTACT US](#) ■ [HOME](#) ■ [DISCLAIMER](#)

Powered by [ESCPA.ORG](#)

2008-000634 BCC
May. 15, 2008 Page 8



2008-000634 BCC
May. 15, 2008 Page 9

THE CONDITION OF THE ORIGINAL
DOCUMENT IS REFLECTED IN THE
IMAGE AND IS NOT THE FAULT OF
THE MICROFILMING PROCESS

2001 - 01200 BCC
Sep. 20, 2001 Page 4

OR 4779 P61691
Escambia County, Florida
INSTRUMENT 2001-889234

10:50
Dine

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Re: JOSEPH J. NEWHOUSE, A MARRIED MAN; JAMES E. KELSON, II; KATHRINE J. BAIRD
303 DWIGHT AVENUE

THIS CLAIM, being hereby filed of record, a notice to remove nuisance having been provided and no contrary showing or abatement having occurred, please be advised that, the abatement of the nuisance at the property described below for violations of the provisions of Chapter 42-121 of the Escambia County Code of Ordinances (Ord. No. 97-36) and Chapter 79-455, Laws of Florida, has resulted in the filing of a lien, including interest, and all cost of collection, including attorney's fees, against the subject property and shall continue to be a lien against the subject property until paid.

Escambia County completed cleanup work on AUGUST 16, 2001 on property located at 303 DWIGHT AVENUE, PENSACOLA, FLORIDA, and more particularly described in the Official Records of Escambia County, Florida in OR BOOK 3303 AT PAGE 385 as follows:

THE FOLLOWING PORTION OF BLOCK 9 OF THE VICHY SPRINGS SUBDIVISION IN SECTION 51, TOWNSHIP 2 SOUTH, RANGE 30 WEST AS PER PLAT OF SAID SUBDIVISION RECORDED IN DEED BOOK 94 AT PAGE 368 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEGINNING AT A POINT ON THE EAST LINE OF LOT 1 OF SAID BLOCK 9, 45 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUNNING SOUTH ALONG SAID EAST LOT LINE 47 FEET 4 INCHES; THENCE RUNNING WEST AT RIGHT ANGLES TO THE SAID EAST LOT LINE OF LOT 6 A DISTANCE OF 125 FEET THROUGH LOTS 1 TO 5, BOTH INCLUSIVE, OF SAID BLOCK 9; THENCE RUNNING NORTH ALONG THE WEST LINE OF LOT 5, 47 FEET 4 INCHES; THENCE AT TIGHT ANGLES TO THE SAID WEST RIGHT LINE OF LOT 5 AND PARALLEL TO THE NORTH LINE OF SAID LOTS 1 TO 5, 125 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF LOT 12 IN BLOCK 9 OF VICHY SPRINGS SUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINE OF A 16 FOOT ALLEY A DISTANCE OF 171.3 FEET TO THE POINT OF BEGINNING OF THE LAND HEREINAFTER DESCRIBED; THENCE CONTINUING EASTERLY A DISTANCE OF 10.3 FEET, THENCE NORTHERLY AT RIGHT ANGLES A DISTANCE OF 33.5 FEET; THENCE WESTERLY AT RIGHT ANGLES A DISTANCE OF 10.3 FEET; THENCE SOUTHERLY AT RIGHT ANGLES A DISTANCE OF 33.5 FEET TO THE POINT OF BEGINNING, ALL SITUATE, LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA. ALSO A PERPETUAL EASEMENT AND RIGHT OF WAY IN OVER AND UPON THE EAST 15 FEET OF THE NORTH 108 1/2 FEET OF LOT 6 OF SAID BLOCK 9 OF VICHY SPRINGS SUBDIVISION, TOGETHER WITH THEIR TENANTS, SERVANTS, VISITORS AND LICENSEES IN COMMON, WITH ALL OTHERS HAVING A LIKE RIGHT, AT ALL TIMES HEREINAFTER, WITH OR WITHOUT VEHICLES OR ON FOOT, FOR THE PURPOSE OF INGRESS AND EGRESS TO ANY OF THE ABOVE-DESCRIBED PROPERTY HEREBY CONVEYED

Escambia County has expended ONE THOUSAND TWO HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$1,249.00) for the abatement of a nuisance injurious to health which, in addition to the cost of advertising, title search, and reasonable attorney's fees, includes removing all debris and litter from the parcel, and cutting down and removing all underbrush, thereby leveling the parcel to a natural grade at premises described in this Notice of Lien, and that such sum is a lien against the said property.

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

2008-000634 BCC
May. 15, 2008 Page 10

2001-0-1200 BCC
Sep. 29, 2001 Page 5

BK 4779 P61692
Escambia County, Florida
INSTRUMENT 2001-889234

Additionally, the Board of County Commissioners hereby declares that the Lien and all cost of collection, together with attorney's fees, including all publication and title information cost, may be paid without interest within 90 days of publication of notice of the recordation of this Lien, and thereafter the amount so fixed, together with interest at the rate of 8 percent per annum, for the first year and 6 percent thereafter, from the date of the record of said lien. This Lien shall be superior to all other liens except liens for taxes and other special assessment liens imposed by the County, and collection thereof shall be enforced as provided by law for the collection and enforcement of taxes and assessments levied upon real property.

This Notice of Lien has been approved by the Board of County Commissioners and the sum referenced herein shall be a lien against the real property from and after the 20th day of September, 2001 until paid.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: [Signature]
W.D. Childers, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court

By: [Signature]
SEAL
Escambia Co. Clerk

RCD Oct 04, 2001 08:32 am
Escambia County, Florida

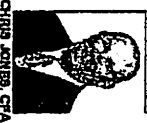
Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-889234

BCC Approved: September 20, 2001
DATE EXECUTED October 13, 2001

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

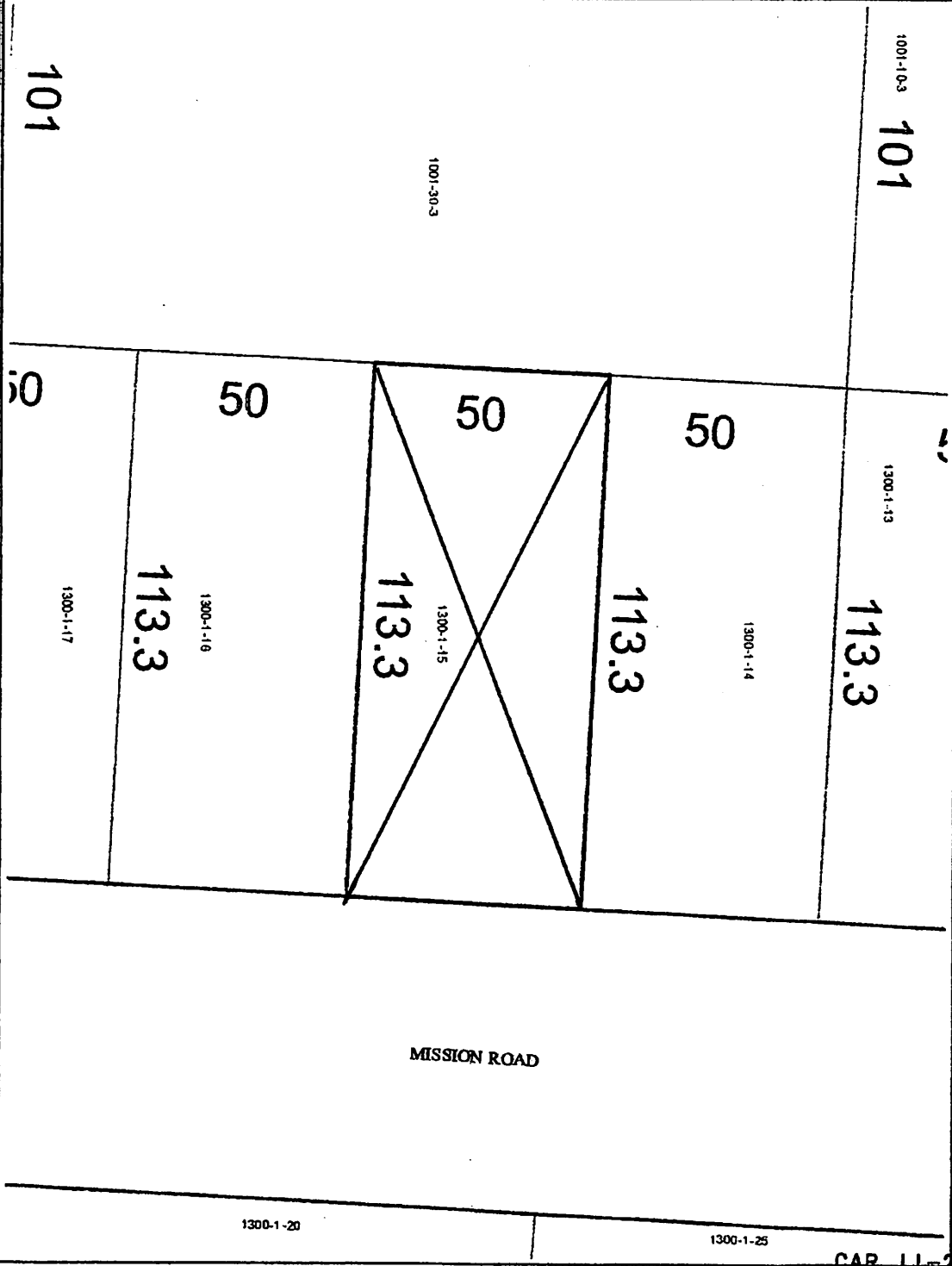
2008-000634 BCC
May. 15, 2008 Page 12

PLEASE NOTE
This product has been compiled from the best achievable source data from the InterLocal Mapping and Geographic Information System (IGIS) project of Escambia County. Nevertheless, ESCAMBA COUNTY PROPERTY APPRAISER, FLORIDA 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.



CHRIS JESTER, CPA

REFERENCE PURPOSE ONLY



REQ INVESTMENT GROUP INC AND...
18-2S-30-1300-001-015 (060132000)
0.13 AC±

04/28/2006

ESCPA, FLORIDA
GIS DEPARTMENT



CAR 11-2



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3559

County Administrator's Report 16. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Approval of Letter of Agreement between the Agency for Health Care Administration and Escambia County

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Letter of Agreement with the State of Florida's Agency for Health Care Administration (AHCA) on Behalf of Escambia Community Clinics - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following actions concerning the Agency for Health Care Administration (AHCA):

A. Approve the Letter of Agreement between AHCA and Escambia County, in the amount of \$109,149, allowing the County to participate in the Low Income Pool, which will provide matching dollars to the Escambia Community Clinics (ECC); and

B. Decrease the Fiscal Year 2012/2013 allocation to the Escambia Community Clinics by \$109,149 and increase the allocation to AHCA by the same amount.

BACKGROUND:

Approval of this Letter of Agreement will allow the County and the Escambia Community Clinics to participate in AHCA's Low Income Pool. This program provides matching funds to qualifying clinics such as ECC. The County will send AHCA \$109,149, and AHCA will return to ECC a total of \$258,219.

BUDGETARY IMPACT:

No additional funds are required. A portion of the funds currently allocated to ECC will be redirected to make these payments.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney has reviewed and approved the Letter of Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

AHCA Agreement

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2012, by and between Escambia County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2012-2013, passed by the 2012 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$109,149.
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. The Disproportionate Share Hospital (DSH) program.
 - ii. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
 - iii. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.
 - iv. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - v. Increase the annual cap on outpatient services for adults from \$500 to \$1,500.
 - vi. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
 - vii. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - viii. Medicaid LIP payments to Federally Qualified Health Centers.
 - ix. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
 - x. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.

2. The County will pay the State an amount not to exceed the grand total amount of \$109,149. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$27,288 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$27,287 is due as follows, November 30, 2012, March 31, 2013 and June 15, 2013.
 - c. The State will bill the County each quarter payments are due.
3. Timelines: This agreement must be signed and submitted to the Agency no later than October 1, 2012, to be effective for SFY 2012-2013.
4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2012-2013.
5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
7. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
8. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
9. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2011-12 and an estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2012-13) LOAs.
10. This Letter of Agreement covers the period of July 1, 2012 through June 30, 2013 and shall be terminated June 30, 2013.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

STATE OF FLORIDA

Phil E. Williams
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision
of the State of Florida acting by and through its authorized
Board of County Commissioners.

Gene M. Valentino, Chairman

BCC Approved: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By: 

Title: ACA

Date: 11/15/12

Local Government Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2012-2013
DSH	
LIP, Exemptions & SWI	
Nursing Home SMP	
Total Funding	\$109,149



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3582

County Administrator's Report 16. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055act Award,

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action concerning professional services as governed by Florida Statute 287.055:

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

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

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

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

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by Legal

PERSONNEL:

The Scope of Work for this project was developed by the Office of Purchasing.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and contract signature the Office of Purchasing shall notify the departments. The Office of Purchasing shall work with departments in negotiating Task Orders.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3529

County Administrator's Report 16. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Amendment #2 Security Services for Various County Buildings PD 10-11.043

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #2 Security Services for Various County Buildings PD 10-11.043 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Amendment #2 to the Agreement for Security Services, to increase the hourly billing rates for Securitas Security Services USA, Inc., Contract for Security Services for Various County Buildings, PD 10-11.043, with an effective date of January 1, 2013, and authorize the Chairman to execute the Amendment as follows:

Standard Security Officers, Straight Time (Per Hour)

From: \$10.31

To: \$10.85

Standard Security Officers, Overtime (Per Hour)

From: \$16.02

To: \$16.28

Standard Supervisor, Straight Time (Per Hour)

From: \$12.46

To: \$12.86

Standard Supervisor, Overtime (Per Hour)

From: \$18.69

To: \$19.29

BACKGROUND:

The contractor requested a billing rate change for the security officer because the Florida minimum wage increase January 1, 2013 from \$7.67 to \$7.79. Supervisor's pay being increased as a result of the minimum wage increase provided to the regular officer's in order to maintain the equity in pay structure established in the original contract.

BUDGETARY IMPACT:

The Client departments have discussed this increase with the Office of Purchasing and the contractor and all parties are in agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, prepared the Amendment.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Amendment.

Attachments

Amendment 2

**AMENDMENT #2 TO THE AGREEMENT FOR SECURITY SERVICES
PD 10-11.043**

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT entered into on the 4th day of August, 2011, 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 "County") and Securitas Security Services, USA, Inc., a for profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Contractor"), whose federal Identification number is 71-0912217, and whose principal address is 9013 University Parkway, Suite B, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, on August 4, 2011, the County entered into an agreement with Contractor for Security Services; and

WHEREAS, the Parties have agreed to revise Exhibit B relating to Hourly Billable Rates to reflect the increase in the state minimum hourly wage rate effective on January 1, 2013; and

WHEREAS, as a result of said revisions, 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 Agency agree to amend the Agreement dated August 4, 2011, as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Exhibit B to the Agreement for Security Services, dated August 4, 2011, is amended to read as follows:

DESCRIPTION	HOURLY BILLABLE RATES <u>Standard/Overtime</u>
Standard Security Officers	\$10.34 85/ <u>\$16.28</u>
Standard Supervisor	\$12.46 86/ <u>\$19.29</u>
Correctional Officer	\$12.52
Correctional Officer Supervisor	\$N/A

3. That the Parties hereby agree that all other provisions of the Agreement of August 4, 2011, that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

- 4. That the effective date of this First Amendment shall be on January 1, 2013.
- 5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____ 2012, and Securitas Security Services, USA, Inc., by and through its Area Vice President.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

(SEAL)

By: Kristin Hard
Title: ACF
Date: 11/8/12

**CONTRACTOR:
SECURITAS SECURITY SERVICES, USA,
INC.**

By: _____
Robert Bullock, Area Vice President

ATTEST:

By: _____
Corporate Secretary

(SEAL)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2806

County Administrator's Report 16. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Caterpillar D8T Waste Tractor

From: Patrick T. Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of a D8T Track Type Waste Tractor from Thompson Tractor Company - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #12-10-0905, Specification #34, 90HP Bulldozer Canopy Tractor, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions, and Section 46-64, Award approval and threshold authority, and award a Purchase Order for one Caterpillar D8T Track Type Waste Tractor, to Thompson Tractor Company, in the amount of \$659,273.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

BACKGROUND:

This machine will replace the existing 2001 D8R Dozer #50151. In lieu of the CAESultra System, the machine will be equipped as CAES ready by adding wiring, cables and brackets for the future installation of the CAESultra System. Thompson Tractor Company is the sole-source for sales and support of the Caterpillar CAESultra Landfill system in Escambia County. Brackets and cabling, designed and installed at the factory, are warrantied only if used with Caterpillar's CAESultra system. All machine systems include a 3-Year full system warranty.

BUDGETARY IMPACT:

Funding for this purchase is available in Fund 401 Solid Waste, Cost Center 230314, Object Code 56401.

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, Article II, Section 46-44, Applications and Exemptions.

IMPLEMENTATION/COORDINATION:

Solid Waste Management Fleet Maintenance will coordinate delivery of the D8T Track Type Tractor with Thompson Tractor Company.

Attachments

Caterpillar D8T Quote

Thompson



November 12, 2012

Escambia County Solid Waste
13009 Beulah Road, Cantonment, Fl
Customer #2681000
Re-Caterpillar D8T Waste Tractor

Quote Per Florida Sheriff's Association Contract

Contract Details

Florida Sheriff's Association
Bid# 12-10-0905
Specification #34, 90HP Bulldozer Canopy Tractor
Effective: October 1, 2012 through September 30, 2013

CONTRACT PRICING

BASE	CATERPILLAR D4K XL TRACTOR	\$88,612
379-0250	UPGRADE TO D8T BASE MACHINE	\$395,111
SALES PRICE PER CONTRACT		\$484,723

NON-SPECIFIED OPTIONS

377-6989	UPGRADE TO D8T TRACTOR WHA DCA 4 ARRANGEMENT	\$121,750
334-4251	WASTE HANDLING ARRANGEMENT, SUSPENDED U/C	INCL
325-4812	FAN, AUTO REVERSING	INCL
339-7915	OIL CHANGE SYSTEM, POWER TRAIN	INCL
325-4818	SERVICE PACKAGE	INCL
217-7901	FAST FUEL SYSTEM	INCL
348-5385	PRECLEANER, TURBINE	INCL
340-0667	RADIATOR. HIGH DEBRIS	INCL
325-4761	THERMAL SHEILD	INCL
325-4813	HYDRAULICS, RIPPER	INCL

334-3661	LIGHTS, PREMIUM,TEN, HI-MOUNT	INCL
354-3437	LIGHT, WARNING STROBE	INCL
353-5737	SWITCH, REMOTE DISCONNECT	INCL
334-8961	CAB, ENHANCED CLEAN	INCL
278-8950	GUARD, FAST FUEL	INCL
238-5472	GUARD, FINAL DRIVE, CLAMSHELL	INCL
339-3077	GUARD, FUEL TANK	INCL
341-1560	GUARD, POWERED BOTTOM	INCL
209-5100	STRIKER BAR BOX, REAR	INCL
238-1177	COUNTERWEIGHT, ADDITIONAL (2 EA)	INCL
338-8656	CYLINDER, LIFT WITH LINES rh	INCL
338-8657	CYLINDER, LIFT WITH LINES, lh	INCL
213-5088	TRACK, 26" TRAP PPR (44 SEC)	INCL
368-3377	PAINT, BACK OF BLADE BLACK	INCL
4Z-0670	8SU LANDFILL BLADE/ WEAR PLATE	\$28,250
343-7191	PACKAGE, 8SU/U BULLDOZER	\$28,740
351-2351	CATERPILLAR PRODUCT LINK PL522	NC
OP-0210	PACK, DOMESTIC TRUCK	NC
	SUB-TOTAL OF NON-SPECIFIED OPTIONS	\$178,740
	LESS 23% SHERIFF'S CONTRACT DISCOUNT	-\$41,110
	TOTAL OF NON-SPECIFIED OPTIONS	\$137,630

NON-CONTRACT OPTIONS

5 YR/7500 HOUR POWER TRAIN WARRANTY	\$15,350
20 LB FIRE EXTINGUISHER	\$350
CB RADIO	\$300
SERVICE MANUAL	\$500
FREIGHT, PREP, ASSEMBLY,DELIVERY	\$8,820
ADD FRONT STRIKER BARS, MATERIAL AND LABOR	\$4,400
CAESULTRA ON BOARD SYSTEM FOR D8T INCLUDES	\$167,080
CAESUNTRA OFFICE SUITE SOFTWARE , COMPUTER, TRIMBLE BASE STATION, HIGH SPEED RADIO, TRAINING AND INSTALLATION	
TOTAL OF NON-CONTRACT OPTIONS	\$196,800

TOTAL SALES PRICE	\$819,153
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**** In lieu of CAESULTRA system, the machine can be equipped as CAES ready by installing wiring, cables and brackets for \$7500.**

Quote prepared by Alan Thomas/Governmental Sales Manager of Ring Power Corporation for Thompson Tractor Company.

Caterpillar currently has this arrangement machine available for delivery from the East Peoria Tractor facility. Pricing is current and if extended through the end of the 2012. Caterpillar has announced a 2% price increase for 2013 that would go into effect on machines sold to and shipped from the factory after January 1, 2013.

**Thompson Tractor Company
D.Rucker Brown
Sales Representative
251-363-6266
ruckerbrown@thompsontractor.com**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3443

County Administrator's Report 16. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Change Order #3 to Purchase Order 101272-2 to Clemons Rutherford and Associates for the Sheriff's Video Visitation and Training Facility

From: David W. Wheeler, CFM, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning A&E Services for the Sheriff's Video Visitation and Training Facility - David W. Wheeler, CFM, Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order #3, which will provide the additional architectural and engineering fees for the Sheriff's Video Visitation and Training Facility:

Department:	Facilities Management
Division:	DCAT (Design and Construction Administration Team)
Type:	Addition
Amount:	\$55,500
Vendor:	Clemons, Rutherford & Associates, Inc.
Project Name:	Sheriff's Video Visitation and Training Facility
Contract:	PD 09-10.023
PO#:	101272-2
Original Award Amount:	\$170,398
Cumulative Amount of Change Orders through CO #3:	\$105,376
New P.O. Amount:	\$275,774

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 540115, Object Code 56201, Project Number 10SH0663]

BACKGROUND:

Clemons Rutherford & Associates, Inc. (CRA) was selected as the architect (PD 09-10.023) for the Sheriff's Video Visitation and Training Facility. The total project budget was established at \$2,000,000 by the Sheriff's Office. During negotiations the budget for the construction cost was set at \$1,768,992 based on the \$2,000,000 total project budget. Using this estimated construction cost, negotiations were successfully completed with CRA's total fee set at \$170,398. The Board awarded the contract on May 20, 2010. During design a change order in the amount of \$49,876 was issued to CRA to revise the mechanical design to incorporate a geo-thermal system recommended by Gulf Power as an energy efficient system to minimize operating cost. CRA's resulting fee became \$220,274.

During the course of design, it became apparent that the project scope was greater than the initially estimated \$1,768,992 would allow. Progress estimates were prepared by CRA during design, which indicated the estimated cost of construction higher than initially budgeted. The project was bid and awarded to A.E. New, Jr., Inc. in the amount of \$3,919,200 utilizing the Sheriff's LOST funds (PD 10-11.054). Change orders have increased that amount to \$4,202,532.

Paragraph 3.4(a) of the agreement between Escambia County and CRA provides for an increase in CRA's fee in the event of an increase in the construction contract price from the amount stated in the agreement (\$1,768,992). "...In the event the county increases the amount in (b) below the compensation to the consultant shall be increased equitably." The construction project is nearing completion, and CRA is requesting a fee increase based on the provisions of the agreement.

County staff met with representatives of CRA on Friday, Oct. 26, 2012 and renegotiated a new fee based on the current construction cost of \$4,202,532. The recommended new fee is \$275,774, an increase of \$55,500. Both staff and CRA consider this to be an equitable increase.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 352, Local Option Sales Tax III, Cost Center 540115, Object Code 56201, Project Number 10SH0663.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Facilities Management staff will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.

Attachments

CO #3 CRA Back Up

Attachment 'A'



CLEMONS, RUTHERFORD & ASSOCIATES, INC.

ARCHITECTS ♦ PLANNERS ♦ INTERIOR DESIGNERS ♦ CONSTRUCTION MANAGERS

2027 Thomasville Road ♦ Tallahassee, Florida 32308 ♦ (850) 385.6153 ♦ fax: (850) 386.8420

November 16, 2012

George Bush
Escambia County Facilities Management
100 East Blount Street
Pensacola, Florida 32501

RE: Escambia County Video Visitation and Training Room
Compensation adjustment due to increased budget

Dear Mr. Lawing:

Last year when there were proposed increases in scope/budget we recommended waiting until after the bid so we could adjust our fee based on a real number and actual increased project budget therefore reducing the number of times our fee may need to be adjusted. The following is our request for this adjustment per contract language in Section 3.4 (a), (b). In consideration of the available budget to the project, as provided by Bill Lawing, and our negotiations, Clemons, Rutherford & Associates, Inc., (CRA) agrees to a reduction in our fee request. CRA agrees to reduce our request by \$48,616.00 and accept \$55,500.00.

Revised Scope of services:

Increased budget and expanded scope of work from \$1,768,992 to approximately \$3,900,000

Additional Lump Sum Fee:.....\$55,500.00

On a side note, after the meeting Friday, Glenn Deaver and I walked the facility with Capt. Gary Montee, Lt. Fred Kennedy and Lt. Brett Whitlock, and witnessed firsthand the successful transformation of the original existing building to a Video Visitation and Training Center that Escambia County should be proud to operate. We appreciate the opportunity to be a part of this transformation and look forward to a speedy closeout of the project and future work with Escambia County.

If you require any additional information or have any questions regarding this proposal please do not hesitate to contact us.

Sincerely,

James H. Lewis
Production Manager/Architect
LEED AP, BD+C



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3421

County Administrator's Report 16. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Extension of Contract for Provision of Ambulance Services in NW Florida, PD 09-10.011

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Provision of Ambulance Services for a Portion of Northwest Escambia County, Florida, PD 09-10.011 - Michael D. Weaver, Public Safety Department Director

That the Board extend the Contract for Provision of Ambulance Services for a Portion of Northwest Escambia County, Florida, PD 09-10.011, for a 12-month period, effective January 21, 2013, to Atmore Ambulance, Inc., under the current terms and conditions.

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330302, EMS Operations, Object Code 53401]

BACKGROUND:

In its meeting held January 21, 2010, the Board awarded Contract PD 09-10.011, "Ambulance Services for a Portion of Northwest Escambia County, Florida," to Atmore Ambulance, Inc., effective January 21, 2010, for a period of three years, with an option to extend the Contract for two additional one-year periods. The Contract's initial three year term is due to expire midnight, January 20, 2013. The recommendation is the result of a mutual agreement between the parties to exercise the option to extend the ambulance services agreement for the first of the 12-month periods.

BUDGETARY IMPACT:

Funds for these services have been budgeted in the Fund/Cost Center referenced above for FY 2012/13.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual recommended this course of action.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's policy and procedures for this Contract.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3511

County Administrator's Report 16. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: State of Florida, Division of Emergency Management Federal Fiscal Year 2012
Homeland Security Grant Program Award

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2012 Homeland Security Grant Program Award - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2012 Homeland Security Grant Program Award for the Citizen Corps and Community Emergency Response Team (CERT) Programs, allocating to Escambia County a Grant totaling \$15,000 for the period October 1, 2012, through September 30, 2013:

A. Accept the FDEM Award allocating \$7,500 each, for the Citizen Corps and CERT Grant Programs, to be identified in Fund 110, Other Grants and Projects, Cost Center 330458/Revenue Account 334215 and Cost Center 330430/Revenue Account 334248, respectively;

B. Authorize the Chairman or Vice-Chairman to sign the Grant Award Letter; and

C. Authorize the County Administrator to execute the associated Grant Agreements.

BACKGROUND:

In support of the national effort to develop and enhance Citizen Corps and CERT Programs, federal funds are being provided to continue the local effort to engage, educate, and train local citizens in their roles as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling \$15,000 with no local match requirement. The grant period is October 1, 2012, through September 30, 2013.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with eligible program activities. There is no local match requirement. Administration fees are not specifically designated as eligible under this grant. The Citizen Corps funds will be identified in Fund 110, Cost Center 330458 (Revenue Account 334251) and CERT funds identified in Fund 110, Cost Center 330430 (Revenue Account 334248).

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistance County Attorney, has reviewed the Award Letter 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 Competitive Grants Application Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Award Letter and subsequent agreements. Coordination of these grants will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for grant implementation.

Attachments

Citizen Corps-CERT Award Letter



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

October 17, 2012

SUBGRANTEE: Escambia County

EO NUMBER	PROJECT TITLE	FINAL ALLOCATION
58	Community Emergency Response Citizen Corps	\$7,500.00 \$7,500.00

GRANT PERIOD: 10/1/2012 - 9/30/2013

AWARD TOTAL: \$15,000.00

STATE GRANT NO: Provided Upon Execution

In accordance with the provisions of Federal Fiscal Year 2012 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Sub-grantee a grant in the amount shown above.

Payment of Funds: The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The sub-grantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to sub-grantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Supplantation: The Act requires that sub-grantees provide assurance that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a twenty month (20) period.

SPECIAL CONDITIONS

Article I – Financial Guidelines

1. The grantee and any sub-grantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR Part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II – Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by Florida Division of Emergency Management and Department of Homeland Security.
2. Recipients must give Florida Division of Emergency Management and Department of Homeland Security access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other

individuals and information as may be necessary, as required by DHS regulations and other applicable laws or programs guidance.

3. Recipients must submit timely, complete, and accurate reports to Florida Division of Emergency Management and maintain appropriate back up documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Florida Division of Emergency Management and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to Florida Division of Emergency Management which will then be forwarded to DHS Component. The United States has the right to seek judicial enforcement of these obligations.

Article III – Lobbying Prohibitions

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S. C. 1352.

Article IV – Acknowledge of Federal Funding from DHS

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program (HSGP) guidance and application kit. Also recipients will comply to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V – Financial Reports (FDEM Form 1 & 2) Required Quarterly

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

Article VI – Copyright

Recipients will comply with requirements that publications or other exercise copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing first data produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledge of Government sponsorship (including award number) to any work first produced under an award.

Article VII – Use of DHS Seal, Logo and Flags

Recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

Article VIII – Activities Conducted Abroad

Recipients will comply with requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IX – Fly America Act of 1974

Recipients will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is

available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article X – GPD – Drug-Free Workplace Regulations

Recipients will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C 707 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Article XI – Trafficking Victims Protection Act of 2000

Recipients will comply with requirements of the government-wide term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim in Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which the funding is provided to a private entity, Section 106(g) of the TVPA, as amended, required the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient – (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR 175.15.

Article XII – Civil Rights Act of 1964

Recipients will comply with the requirements of the title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation, in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XIII – Civil Rights Act of 1968

Recipients will comply with the requirements of Titles VII of the Civil Rights Act, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwelling, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and

individual apartment units (all units in buildings with elevators and ground floor units in buildings without elevators) be designed and constructed with certain accessible features (see 24 CFR 100.201).

Article XIV – American with Disabilities Act of 1990

Recipients will comply with the requirements of Titles I, II, III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of the public entities, public and private transportation systems, places of the public accommodation, and certain testing entities (42 U.S.C. 12101-12213).

Article XV – Age Discrimination Act of 1975

Recipients will comply the requirements of the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVI – Title IX of the Education Amendments of 1972

Recipients will comply with the requirements Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

Article XVII – Rehabilitation Act of 1973

Recipients will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XVIII – Limited English Proficiency

Recipients will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or

encounters both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

Article XIX – Animal Welfare Act of 1966

Recipients will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported for commercial sale, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XX – Clean Air Act of 1970 and Clean Air Act of 1977

Recipients will comply with the requirements of 42 U.S.C. 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintain the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXI – Protection of Human Subjects

Recipients will comply with requirements of the Federal regulations at 45 CFR Part 46, which requires recipients to comply with the applicable provisions/law for protection of human subjects for purposes of research. Recipients must also comply with the requirements of DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitutes research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.

Article XXII – National Environmental Policy Act (NEPA)

Recipients will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supports activities, DHS requires the

environmental aspects of the construction grants (and certain non-construction projects as specified by the Component and Florida Division of Emergency Management) to be reviewed and evaluated before final action on the application.

Article XXIII – National Flood Insurance Act of 1968

Recipients will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provided for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 663.

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criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

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Board of County Commissioners
Escambia County

Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____
BCC Executed: _____

Signature of State Administrative
Agency

Date

This document approved as to form
and legal sufficiency.

By: *Kristin Hood*
Title: *HCA*
Date: *10/23/12*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3512

County Administrator's Report 16. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: State of Florida, Division of Emergency Management Federal Fiscal Year 2012 Homeland Security Grant Program Award, Federal Grant No. EMW-2012-SS-00109

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federal Fiscal Year 2012 Homeland Security Grant Program Award, Federal Grant No. EMW-2012-SS-00109-S01 - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2012 Homeland Security Grant Program Award, Federal Grant No. EMW-2012-SS-00109-S01, allocating to Escambia County a Grant totaling \$14,200, for the period October 1, 2012, through June 30, 2014:

- A. Accept the FDEM Award allocating Grant funding that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459 (Revenue Account 334252);
- B. Authorize the Chairman or Vice-Chairman to sign the Grant Award Letter; and
- C. Authorize the County Administrator to execute the associated Grant Agreement.

BACKGROUND:

As Federal Domestic Security funds filter down to the local governments, Escambia County is being provided a grant in the amount of \$14,200 from the Fiscal Year 2012 Homeland Security Grant Program to implement various training activities in the effort to improve domestic security preparedness for Escambia County. The grant has no local match requirements. The grant period of performance is October 1, 2012, through June 30, 2014.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with eligible training activities. The grant has no local match requirement. Administration fees are not specifically designated as eligible under this grant. The \$14,200 in grant funds will be identified in Fund 110, Cost center 330459, Revenue Account 334252.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Award Letter 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 Competitive Grant Application Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Award Letter and subsequent agreement. Coordination of this grant will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for the grant implementation.

Attachments

DHS Award Letter-EMW-SS-00109-S01



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

October 12, 2012

SUBGRANTEE: Escambia County Emergency Management

ISSUE NUMBER	PROJECT TITLE	FINAL ALLOCATION
11	Training	\$14,200.00

GRANT PERIOD: October 1, 2012 – June 30, 2014 **AWARD TOTAL:** \$14,200.00

FEDERAL GRANT NO: EMW-2012-SS-00109-S01

STATE GRANT NO: Provided Upon Execution

In accordance with the provisions of Federal Fiscal Year 2012 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Sub-grantee a grant in the amount shown above.

Payment of Funds: The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The sub-grantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to sub-grantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Supplantation: The Act requires that sub-grantees provide assurance that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a twenty month (20) period.

SPECIAL CONDITIONS

Article I – Financial Guidelines

1. The grantee and any sub-grantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR Part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II – Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by Florida Division of Emergency Management and Department of Homeland Security.
2. Recipients must give Florida Division of Emergency Management and Department of Homeland Security access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other

individuals and information as may be necessary, as required by DHS regulations and other applicable laws or programs guidance.

3. Recipients must submit timely, complete, and accurate reports to Florida Division of Emergency Management and maintain appropriate back up documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Florida Division of Emergency Management and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to Florida Division of Emergency Management which will then be forwarded to DHS Component. The United States has the right to seek judicial enforcement of these obligations.

Article III – Lobbying Prohibitions

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S. C. 1352.

Article IV – Acknowledge of Federal Funding from DHS

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program (HSGP) guidance and application kit. Also recipients will comply to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V – Financial Reports (FDEM Form 1 & 2) Required Quarterly

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

Article VI – Copyright

Recipients will comply with requirements that publications or other exercise copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing first data produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledge of Government sponsorship (including award number) to any work first produced under an award.

Article VII – Use of DHS Seal, Logo and Flags

Recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

Article VIII – Activities Conducted Abroad

Recipients will comply with requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IX – Fly America Act of 1974

Recipients will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is

available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article X – GPD – Drug-Free Workplace Regulations

Recipients will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C 707 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Article XI – Trafficking Victims Protection Act of 2000

Recipients will comply with requirements of the government-wide term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim in Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which the funding is provided to a private entity, Section 106(g) of the TVPA, as amended, required the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient – (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR 175.15.

Article XII – Civil Rights Act of 1964

Recipients will comply with the requirements of the title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation, in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XIII – Civil Rights Act of 1968

Recipients will comply with the requirements of Titles VII of the Civil Rights Act, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwelling, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and

individual apartment units (all units in buildings with elevators and ground floor units in buildings without elevators) be designed and constructed with certain accessible features (see 24 CFR 100.201).

Article XIV – American with Disabilities Act of 1990

Recipients will comply with the requirements of Titles I, II, III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of the public entities, public and private transportation systems, places of the public accommodation, and certain testing entities (42 U.S.C. 12101-12213).

Article XV – Age Discrimination Act of 1975

Recipients will comply the requirements of the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVI – Title IX of the Education Amendments of 1972

Recipients will comply with the requirements Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

Article XVII – Rehabilitation Act of 1973

Recipients will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XVIII – Limited English Proficiency

Recipients will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or

encounters both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

Article XIX – Animal Welfare Act of 1966

Recipients will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported for commercial sale, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XX – Clean Air Act of 1970 and Clean Air Act of 1977

Recipients will comply with the requirements of 42 U.S.C. 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintain the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXI – Protection of Human Subjects

Recipients will comply with requirements of the Federal regulations at 45 CFR Part 46, which requires recipients to comply with the applicable provisions/law for protection of human subjects for purposes of research. Recipients must also comply with the requirements of DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitutes research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.

Article XXII – National Environmental Policy Act (NEPA)

Recipients will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supports activities, DHS requires the

environmental aspects of the construction grants (and certain non-construction projects as specified by the Component and Florida Division of Emergency Management) to be reviewed and evaluated before final action on the application.

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Board of County Commissioners
Escambia County

Gene M. Valentino, Chairman

Signature of State Administrative
Agency

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Date

BCC Approved: _____
BCC Executed: _____

This document approved as to form
and legal sufficiency

By Kristin Dual
Title ACA
Date 10/23/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3535

County Administrator's Report 16. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Service Fee Changes

From: John J. Lanza, MD, PhD, MPH, FAAP

Organization: Escambia County Health Department

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fee Resolution - Dr. John Lanza, MD, PhD, MPH, FAAP, Escambia County Health Department

That the Board adopt the Resolution authorizing a revised Fee Schedule for the services provided by the State of Florida, Department of Health, Escambia County Health Department; periodically the Escambia County Health Department revises its schedule of fees for services and the new fees will go into effect upon the Board's adoption of this Resolution.

BACKGROUND:

Periodically the Escambia County Health Department revises its schedule of fees for services. The last revision of the fee schedule occurred on October 20, 2011.

BUDGETARY IMPACT:

The fee changes by the Escambia County Health Department are consistent with fees imposed by surrounding counties and will generate additional revenue to offset the loss of discontinued fees and increased operational expenses for the period of October 1, 2012 through September 30, 2013. Fees that are no longer being charged have been deleted from the schedule.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01, Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations...The Department of Health shall enter into contracts with the several counties for the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This Recommendation requires the approval of the recommended Resolution.

Attachments

Resolution Fee Sch Exh A Escambia CHD

Fee Schedule Exh A Escambia CHD

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING A REVISED FEE SCHEDULE FOR SERVICES PROVIDED BY THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into an agreement with the State of Florida, Department of Health, Escambia County Health Department for the provision of certain health department services to Escambia County citizens; and

WHEREAS, the Department of Health has requested an increase in the cost of certain health related services provided pursuant to the parties' contract for the operation of the Escambia County Health Department.

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

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

Section 2. That the Escambia County Health Department Fee Schedule, attached hereto and incorporated herein as Exhibit "A", as it relates to certain health related services pursuant to the parties' contract for the operation of the Escambia County Health Department, is hereby approved as presented.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

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

Gene M. Valentino, Chairman

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

Deputy Clerk

This document approved as to form and legal sufficiency.

By: *Austin Hual*

Title: ACA

Date: 11/13/12

Exhibit A
 ESCAMBIA COUNTY HEALTH DEPARTMENT
 FEE SCHEDULE 2012.2013

Clinical Services, Medical Records, and Vital Statistics			
SERVICE DESCRIPTION	FEE		
Vital Statistics Birth and Death Records	\$11.00 Birth Certificate; \$10 per additional copy of birth certificate, if ordered with initial request. \$10.00 Death Certificate \$ 5.00 Notary Services - Birth Certificate Amendments		
Record copy	\$0.15/page • No charge (first copy to client or provider for continuity of care)		
Vaccines for Children (VFC) Program (birth through 18 yrs of age)	No charge for children birth through 18 years of age. •Administration fee billed for Medicaid eligible children.		
Non-VFC Vaccines	Adult vaccines: current care fee plus cost of vaccine Overseas vaccines: \$7 consultation fee, plus current care fee, plus cost of vaccine		
Clinical Services by Current Procedural Terminology (CPT) Code	Current Medicare Rate + 25% • If not covered by Medicare, current Medicaid Rate + 25%		
Laboratory Testing/X-ray	Cost of test plus current care fee		
Completion of Medical Clearance Physicals/forms	\$40.00		
Document Certified by MD	\$5.00		
HIV Test	\$18.00		
School Physical	\$30.00		
Sports Physical	\$111.00		
TB Skin Test Reading	\$5.00		
Congregate Meal Site Review	\$75.00		
Nutrition Staff In-Service	\$150.00		
Nutrition Counseling - Interagency	\$40.00		
Nutrition Counseling - Individual	\$50.00		
HIV 102 Training, Individual	\$25.00		
HIV 104 Training, Individual	\$25.00		
Public Health - Cluster/outbreak investigations - commercial enterprises and disputes between private parties on public health matters	Actual Cost		
Review and certification of emergency plans for home health agencies, nurse registries, hospice programs, and home medical equipment providers, Initial	\$40.00		
Review and certification of emergency plans, Annual Updates and/or revisions	\$25.00		
Environmental Health Permits and Inspections			
SERVICE DESCRIPTION	STATE FEE	COUNTY FEE	TOTAL FEE
POOLS (Application Fee)			
≥ 25,000 Gallons	\$250.00	\$168.00	\$418.00
< 25,000 Gallons	\$125.00	\$79.00	\$204.00
Exempted Pool (over 32 units)	\$50.00	\$53.00	\$103.00
BODY PIERCING FACILITIES			
Application Fee	\$150.00	\$0.00	\$150.00
TANNING FACILITIES			
Permit	\$150.00	\$105.00	\$255.00
Plan Review	\$0.00	\$27.00	\$27.00
Preliminary Inspection to License	\$0.00	\$27.00	\$27.00
OSTDS (Septic Tanks)			
New System Escambia CHD Fee State	\$350.00	\$200.00	\$550.00
Abandonment	\$50.00	\$50.00	\$100.00
Existing > 3 yrs. Old	\$85.00	\$150.00	\$235.00
Repair	\$300.00	\$50.00	\$350.00

Exhibit A
 ESCAMBIA COUNTY HEALTH DEPARTMENT
 FEE SCHEDULE 2012.2013

SERVICE DESCRIPTION	STATE FEE	COUNTY FEE	TOTAL FEE
GROUP FACILITIES			
Adult Family Care Homes	\$0.00	\$187.00	\$187.00
Assisted Living < 24	\$0.00	\$319.00	\$319.00
Assisted Living > 24	\$0.00	\$345.00	\$345.00
Crisis Stabilization Unit < 24	\$0.00	\$319.00	\$319.00
Crisis Stabilization Unit > 24	\$0.00	\$345.00	\$345.00
Intermediated Care Facilities for developmentally disabled	\$0.00	\$240.00	\$240.00
Mobile Home & Recreational Vehicle Park (preempted)	\$4.00	\$0.00	\$4.00
Other Residential Facilities	\$0.00	\$319.00	\$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities < 12	\$0.00	\$319.00	\$319.00
Residential Alcohol, Drugs &/or Mental Health Facilities > 12	\$0.00	\$345.00	\$345.00
Residential Group Care ≤ 24	\$0.00	\$319.00	\$319.00
Residential Group Care > 24	\$0.00	\$345.00	\$345.00
Transitional Living Facilities < 24	\$0.00	\$319.00	\$319.00
Transitional Living Facilities > 24	\$0.00	\$349.00	\$349.00
FOOD SERVICE FACILITIES			
Alcohol Inspection Approval	\$30.00	\$50.00	\$80.00
Bars/Lounges	\$190.00	\$160.00	\$350.00
Civic/Fraternal	\$190.00	\$50.00	\$240.00
Jails/Prisons	\$250.00	\$160.00	\$410.00
Limited Food	\$110.00	\$97.00	\$207.00
Movie Theaters	\$190.00	\$150.00	\$340.00
Other	\$190.00	\$160.00	\$350.00
Residential Facilities	\$135.00	\$160.00	\$295.00
LATE PERMIT FEES			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3533

County Administrator's Report 16. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Recommendation to approve Contract between Board of County Commissioners and Escambia County Health Department 2012/2013

From: John J. Lanza, MD, PhD, MPH, FAAP

Organization: Escambia County Health Department

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract with the Escambia County Health Department - Dr. John Lanza, MD, PhD, MPH, FAAP, Escambia County Health Department

That the Board take the following action concerning the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, for the Operation of the Escambia County Health Department:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services; Providing for an Effective Date," for the operation of the Escambia County Health Department for Fiscal Year 2012-2013, for the Contract year of October 1, 2012, through September 30, 2013; and

B. Authorize the Chairman to sign the Resolution and the Contract.

BACKGROUND:

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health enter into a contract for the operation of the Escambia County Health Department, as authorized by Florida Statutes, Chapter 154.

BUDGETARY IMPACT:

The Escambia County Board of County Commissioners agrees to appropriate \$345,809.00 to Escambia County Health Department for the fiscal year October 1, 2012 through September 30, 2013.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01 Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary care for special populations...The Department of Health shall enter into contracts with several counties for the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This recommendation requires the approval of the recommended Resolution and requires that the Board Chairman sign the attached contract.

Attachments

Core Contract Escambia CHD

Resolution Core Contract Escambia CHD

**CONTRACT BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE ESCAMBIA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2012-2013**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2012.

RECITALS

A. Pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2012, through September 30, 2013, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local

funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. **FUNDING.** The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C) as provided in Attachment II, Part II is an amount not to exceed \$ 8,982,587 (State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (direct contribution excluding any fees, other cash or local contributions) as provided in Attachment II, Part II is an amount not to exceed \$345,809 (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Bureau of Budget Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Bureau of Budget Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Escambia County Health Department
1295 W. Fairfield Drive
Pensacola, FL 32501

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall

be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of

surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy State Health Officer has approved the transfer. The Deputy State Health Officer shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures, dated April 2005, as amended, the terms of which are incorporated herein by reference. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The

CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2013 for the report period October 1, 2012 through December 31, 2012;
- ii. June 1, 2013 for the report period October 1, 2012 through March 31, 2013;
- iii. September 1, 2013 for the report period October 1, 2012 through June 30, 2013; and
- iv. December 1, 2013 for the report period October 1, 2012 through September 30, 2013.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall assure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an

obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2013, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:	For the County:
<u>Marilyn Rogers</u> Name	<u>Amy Lovoy</u> Name
<u>Finance & Accounting Director</u> Title	<u>Budget Director</u> Title
<u>1295 W. Fairfield Drive</u>	<u>P.O. Box 1597</u>
<u>Pensacola, FL 32501</u> Address	<u>Pensacola, FL 32591</u> Address
<u>850.595.6417 X 201</u> Telephone	<u>850.595.4956</u> Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 23 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2012.

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

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: Gene M. Valentino, Chairman

TITLE: _____

DATE: _____

ATTEST: Ernie Lee Magaha
Clerk of Circuit Court

BY: _____

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

BCC Approved: _____

Approved as to form and legal sufficiency:

By: Kristin Husel

Name: Kristin Husel

Title: ACA

Date: 11/13/12

SIGNED BY: [Signature]

NAME: John H. Armstrong, MD, FACS

TITLE: State Surgeon General

DATE: 11/2/12

SIGNED BY: [Signature]

NAME: John J. Lanza, MD, PhD, MPH, FAAP

TITLE: CHD Director/Administrator

DATE: 10.23.2011

By: [Signature]

Name: Rodney M. Johnson, Chief Counsel
Northwest Law Office
Florida Department of Health

Date: 10-23-2012

ATTACHMENT I

ESCAMBIA COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Monthly reporting on DH Form 1008*. Additional reporting requirements, under development, will be required. The additional reporting requirements will be communicated upon finalization.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office.
6.	Immunization	Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability as documented in Florida SHOTS, the assessment of various immunization levels as documented in Florida SHOTS and forms reporting adverse events following immunization.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

ATTACHMENT I (Continued)

Socio-demographic data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 or Post-Test Counseling DH Form 1628C. These reports are to be sent to the Headquarters HIV/AIDS office within 5 days of the initial post-test counseling appointment or within 90 days of the missed post-test counseling appointment.

9. School Health Services

Requirements as specified in the Florida School Health Administrative Guidelines (May 2012).

10. Tuberculosis

Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.

11. General Communicable Disease Control

Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in the CHD Guide to Surveillance and Investigations.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/12	2,182,475	3,413,615	5,596,090
2. Drawdown for Contract Year October 1, 2012 to September 30, 2013	1,285,776	1,142,507	2,428,283
3. Special Capital Project use for Contract Year October 1, 2012 to September 30, 2012	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2012 to September 30, 2013	896,699	2,271,108	3,167,807

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2012 to September 30, 2013

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PREVENTION	62,453	0	62,453	0	62,453
015040 AIDS SURVEILLANCE	53,262	0	53,262	0	53,262
015040 ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040 ALG/CONTR TO CHDS-AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040 ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	0	0	0	0	0
015040 ALG/CONTR TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040 MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040 PREPAREDNESS GRANT MATCH	113,567	0	113,567	0	113,567
015040 SCHOOL HEALTH GENERAL REVENUE	159,915	0	159,915	0	159,915
015040 STATEWIDE DENTISTRY NETWORK - ESCAMBIA	112,892	0	112,892	0	112,892
015040 STD GENERAL REVENUE	26,767	0	26,767	0	26,767
015040 TREASURE COAST MIDWIFERY - MARTIN	0	0	0	0	0
015040 HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040 JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040 LA LIGA-LEAGUE AGAINST CANCER - MIAMI-DADE	0	0	0	0	0
015040 MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040 METRO ORLANDO URBAN LEAGUE - ORANGE	0	0	0	0	0
015040 MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015040 DENTAL SPECIAL INITIATIVES	6,542	0	6,542	0	6,542
015040 DUVAL TEEN PREGANCY PREVENTION - DUVAL	0	0	0	0	0
015040 FAMILY PLANNING GENERAL REVENUE	109,082	0	109,082	0	109,082
015040 FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040 FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	37,162	0	37,162	0	37,162
015040 HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040 ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040 ALG/PRIMARY CARE	321,792	0	321,792	0	321,792
015040 BREAST & CERVICAL - ADMINISTRATION/CASE MANAGEMENT	5,000	0	5,000	0	5,000
015040 COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040 COMMUNITY TB PROGRAM	99,713	0	99,713	0	99,713
015040 COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	136,149	0	136,149	0	136,149
015050 NON-CATEGORICAL GENERAL REVENUE	3,411,925	0	3,411,925	0	3,411,925
GENERAL REVENUE TOTAL	4,756,221	0	4,756,221	0	4,756,221
2. NON GENERAL REVENUE - STATE					
015010 ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	25,750	0	25,750	0	25,750
015010 ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG	0	0	0	0	0
015010 CHD PROGRAM SUPPORT	0	0	0	0	0
015010 FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
015010 PREPAREDNESS GRANT MATCH	0	0	0	0	0
015010 PUBLIC SWIMMING POOL PROGRAM	32,000	0	32,000	0	32,000
015010 SCHOOL HEALTH TOBACCO TF	203,146	0	203,146	0	203,146
015010 TOBACCO ADMINISTRATION & MANAGEMENT	0	0	0	0	0
015010 TOBACCO COMMUNITY INTERVENTION	240,355	0	240,355	0	240,355
015020 TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020 TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020 TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015060 NON-CATEGORICAL TOBACCO REBASING	9,839	0	9,839	0	9,839

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2012 to September 30, 2013

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
NON GENERAL REVENUE TOTAL	511,090	0	511,090	0	511,090
3. FEDERAL FUNDS - State					
007000 ABSTINENCE EDUCATION GRANT PROGRAM	0	0	0	0	0
007000 AIDS PREVENTION	184,157	0	184,157	0	184,157
007000 AIDS SURVEILLANCE	0	0	0	0	0
007000 BIOTERRORISM HOSPITAL PREPAREDNESS	30,000	0	30,000	0	30,000
007000 CHRONIC DISEASE PREVENTION & HEALTH PROMOTION	0	0	0	0	0
007000 COASTAL BEACH MONITORING PROGRAM	13,681	0	13,681	0	13,681
007000 TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0
007000 UNINTENDED/UNWANTED PREG-TEEN PREGNANCY PREV	89,738	0	89,738	0	89,738
007000 WIC ADMINISTRATION	1,558,241	0	1,558,241	0	1,558,241
007000 WIC BREASTFEEDING PEER COUNSELING	63,112	0	63,112	0	63,112
007000 STD FEDERAL GRANT - CSPS	59,182	0	59,182	0	59,182
007000 STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000 SYPHILIS ELIMINATION	0	0	0	0	0
007000 TEENAGE PREGNANCY PREVENTION REPLICATION	0	0	0	0	0
007000 TITLE X HIV/AIDS PROJECT	0	0	0	0	0
007000 TOBACCO FAITH BASED PROJECT	0	0	0	0	0
007000 RAPE PREVENTION & EDUCATION	0	0	0	0	0
007000 RYAN WHITE	87,478	0	87,478	0	87,478
007000 RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000 RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	131,937	0	131,937	0	131,937
007000 RYAN WHITE-CONSORTIA	0	0	0	0	0
007000 SAFE SLEEP EDUCATION	0	0	0	0	0
007000 MINORITY INVOLVEMENT IN HIV/AIDS PROGRAM	0	0	0	0	0
007000 PHP - CITIES READINESS INITIATIVE	0	0	0	0	0
007000 PRECONCEPTION HEALTH CARE	0	0	0	0	0
007000 PREGNANCY ASSOCIATED MORTALITY PREVENTION	0	0	0	0	0
007000 PUBLIC HEALTH INFRASTRUCTURE	0	0	0	0	0
007000 PUBLIC HEALTH PREPAREDNESS BASE	613,998	0	613,998	0	613,998
007000 IMMUNIZATION WIC LINKAGES	0	0	0	0	0
007000 MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000 MCH BGTF-HEALTHY START COALITIONS	0	0	0	0	0
007000 MCH QUALITY IMPROVEMENT ACTIVITIES MCHBG	0	0	0	0	0
007000 MINORITY AIDS INITIATIVE	0	0	0	0	0
007000 MINORITY AIDS INITIATIVE TCE COLLABORATIVE	0	0	0	0	0
007000 FGTF/FAMILY PLANNING-TITLE X	188,255	0	188,255	0	188,255
007000 HEALTHY HOMES AND LEAD POISONING GRANT	0	0	0	0	0
007000 HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000 HIV INCIDENCE SURVEILLANCE	0	0	0	0	0
007000 IMMUNIZATION FEDERAL GRANT ACTIVITY SUPPORT	132,224	0	132,224	0	132,224
007000 IMMUNIZATION FIELD STAFF EXPENSE	4,000	0	4,000	0	4,000
007000 COLORECTAL CANCER SCREENING 2009-10	0	0	0	0	0
007000 DENTAL SERVICES	0	0	0	0	0
007000 ENHANCE COMPREHENSIVE PREVENTION PLANNING AND IMPL	0	0	0	0	0
007000 EXPANDED TESTING INITIATIVE (ETI)	0	0	0	0	0
007000 FGTF/AIDS MORBIDITY	0	0	0	0	0
007000 FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	60,000	0	60,000	0	60,000

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2012 to September 30, 2013

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State						
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
007055	ARRA FEDERAL GRANT - SCHEDULE C	0	0	0	0	0
015075	SCHOOL HEALTH TITLE XXI	498,023	0	498,023	0	498,023
015075	SUMMER FOOD PROGRAM INSPECTIONS	1,250	0	1,250	0	1,250
015075	ENTER TITLE	0	0	0	0	0
FEDERAL FUNDS TOTAL		3,715,276	0	3,715,276	0	3,715,276
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	TANNING FACILITIES	5,490	0	5,490	0	5,490
001020	BODY PIERCING	25,200	0	25,200	0	25,200
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	MOBILE HOME AND PARKS	22,275	0	22,275	0	22,275
001020	FOOD HYGIENE PERMIT	41,700	0	41,700	0	41,700
001020	BIOHAZARD WASTE PERMIT	31,000	0	31,000	0	31,000
001020	PRIVATE WATER CONSTR PERMIT	188,136	0	188,136	0	188,136
001020	PUBLIC WATER ANNUAL OPER PERMIT	900	0	900	0	900
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001020	SWIMMING POOLS	67,185	0	67,185	0	67,185
001092	OSDS PERMIT FEE	0	0	0	0	0
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	0	0	0	0	0
001092	OSDS REPAIR PERMIT	8,250	0	8,250	0	8,250
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
010304	MQA INSPECTION FEE	948,217	0	948,217	0	948,217
001206	CENTRAL OFFICE SURCHARGE	38,404	0	38,404	0	38,404
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		1,376,757	0	1,376,757	0	1,376,757
5. OTHER CASH CONTRIBUTIONS - STATE						
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	1,285,776	0	1,285,776	0	1,285,776
OTHER CASH CONTRIBUTIONS TOTAL		1,285,776	0	1,285,776	0	1,285,776
6. MEDICAID - STATE/COUNTY						
001056	MEDICAID PHARMACY	0	0	0	0	0
001076	MEDICAID TB	0	0	0	0	0
001078	MEDICAID ADMINISTRATION OF VACCINE	0	71,350	71,350	0	71,350
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	0	149,070	149,070	0	149,070

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2012 to September 30, 2013

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
6. MEDICAID - STATE/COUNTY						
001082	MEDICAID DENTAL	0	4,384,220	4,384,220	0	4,384,220
001083	MEDICAID FAMILY PLANNING	0	178,885	178,885	0	178,885
001087	MEDICAID STD	0	55,211	55,211	0	55,211
001089	MEDICAID AIDS	0	0	0	0	0
001147	MEDICAID HMO CAPITATION	0	0	0	0	0
001191	MEDICAID MATERNITY	0	0	0	0	0
001192	MEDICAID COMPREHENSIVE CHILD	0	94,415	94,415	0	94,415
001193	MEDICAID COMPREHENSIVE ADULT	0	24,850	24,850	0	24,850
001194	MEDICAID LABORATORY	0	0	0	0	0
001208	MEDIPASS \$3.00 ADM. FEE	0	26,332	26,332	0	26,332
001059	MEDICAID LOW INCOME POOL	0	0	0	0	0
001051	EMERGENCY MEDICAID	0	0	0	0	0
001058	MEDICAID - BEHAVIORAL HEALTH	0	0	0	0	0
001071	MEDICAID - ORTHOPEDIC	0	0	0	0	0
001072	MEDICAID - DERMATOLOGY	0	0	0	0	0
001075	MEDICAID - SCHOOL HEALTH CERTIFIED MATCH	0	0	0	0	0
001069	MEDICAID - REFUGEE HEALTH	0	0	0	0	0
001055	MEDICAID - HOSPITAL	0	0	0	0	0
001148	MEDICAID HMO NON-CAPITATION	0	0	0	0	0
001074	MEDICAID - NEWBORN SCREENING	0	0	0	0	0
MEDICAID TOTAL		0	4,984,333	4,984,333	0	4,984,333
7. ALLOCABLE REVENUE - STATE						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL		0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	PHARMACY SERVICES	0	0	0	126,183	126,183
	LABORATORY SERVICES	0	0	0	94,032	94,032
	TB SERVICES	0	0	0	0	0
	IMMUNIZATION SERVICES	0	0	0	1,194,989	1,194,989
	STD SERVICES	0	0	0	0	0
	CONSTRUCTION/RENOVATION	0	0	0	0	0
	WIC FOOD	0	0	0	7,112,070	7,112,070
	ADAP	0	0	0	1,166,951	1,166,951
	DENTAL SERVICES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	9,694,225	9,694,225
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008010	CONTRIBUTION FROM CITY GOVERNMENT	0	0	0	0	0
008020	CONTRIBUTION FROM HEALTH CARE TAX NOT THRU BCC	0	0	0	0	0
008040	BCC GRANT/CONTRACT	0	0	0	0	0
008030	CONTRIBUTION FROM HEALTH CARE TAX	0	0	0	0	0

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2012 to September 30, 2013

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008034	BCC CONTRIBUTION FROM GENERAL FUND	0	345,809	345,809	0	345,809
DIRECT COUNTY CONTRIBUTION TOTAL		0	345,809	345,809	0	345,809
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	CHD SUPPORT POSITION	0	0	0	0	0
001077	RABIES VACCINE	0	0	0	0	0
001077	CHILD CAR SEAT PROG	0	0	0	0	0
001077	PERSONAL HEALTH FEES	0	332,235	332,235	0	332,235
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	179,993	179,993	0	179,993
001114	NEW BIRTH CERTIFICATES	0	135,000	135,000	0	135,000
001115	VITAL STATISTICS - DEATH CERTIFICATE	0	200,000	200,000	0	200,000
001117	VITAL STATS-ADM. FEE 50 CENTS	0	8,500	8,500	0	8,500
001073	CO-PAY FOR THE AIDS CARE PROGRAM	0	0	0	0	0
001025	CLIENT REVENUE FROM GRC	0	0	0	0	0
001040	CELL PHONE ADMINISTRATIVE FEE	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	855,728	855,728	0	855,728
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	39,946	39,946	0	39,946
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	2,400	2,400	0	2,400
001190	HEALTH MAINTENANCE ORGANIZATION	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	30,000	30,000	0	30,000
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008050	SCHOOL BOARD CONTRIBUTION	0	1,314,919	1,314,919	0	1,314,919
008060	SPECIAL PROJECT CONTRIBUTION	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	34,291	34,291	0	34,291
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	1,305,579	1,305,579	0	1,305,579
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	1,142,507	1,142,507	0	1,142,507
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000	GRANT-DIRECT	0	290,645	290,645	0	290,645
011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0
011000	DIRECT-ARROW	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0

ATTACHMENT II.

**ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2012 to September 30, 2013

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
011000	GRANT-DIRECT	0	0	0	0	
011000	GRANT-DIRECT	0	0	0	0	
011000	GRANT DIRECT-ARROW	0	0	0	0	
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	
011000	GRANT-DIRECT	0	0	0	0	
011000	GRANT-DIRECT	0	0	0	0	
011000	GRANT-DIRECT	0	0	0	0	
011000	GRANT-DIRECT	0	0	0	0	
010402	RECYCLED MATERIAL SALES	0	0	0	0	
010303	FDLE FINGERPRINTING	0	0	0	0	
007050	ARRA FEDERAL GRANT	0	0	0	0	
001010	RECOVERY OF BAD CHECKS	0	0	0	0	
008065	FCO CONTRIBUTION	0	0	0	0	
011006	RESTRICTED CASH DONATION	0	0	0	0	
028000	INSURANCE RECOVERIES	0	0	0	0	
001033	CMS MANAGEMENT FEE - PMPMPC	0	0	0	0	
010400	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	
010500	REFUGEE HEALTH	0	0	0	0	
005045	INTEREST EARNED-THIRD PARTY PROVIDER	0	0	0	0	
005043	INTEREST EARNED-CONTRACT/GRANT	0	0	0	0	
010306	DOH/DOC INTERAGENCY AGREEMENT	0	0	0	0	
011002	ARRA FEDERAL GRANT - SUB-RECIPIENT	0	0	0	0	
011004	LOW INCOME POOL - SUBRECIPIENT	0	0	0	0	
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	4,160,287	4,160,287	0	4,160,287
12. ALLOCABLE REVENUE - COUNTY						
018000	REFUNDS	0	0	0	0	
037000	PRIOR YEAR WARRANT	0	0	0	0	
038000	12 MONTH OLD WARRANT	0	0	0	0	
COUNTY ALLOCABLE REVENUE TOTAL		0	0	0	0	
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	
	GROUNDS MAINTENANCE	0	0	0	0	
	OTHER (SPECIFY)	0	0	0	0	
	INSURANCE	0	0	0	0	
	UTILITIES	0	0	0	0	
	OTHER (SPECIFY)	0	0	0	0	
	BUILDING MAINTENANCE	0	0	0	0	
BUILDINGS TOTAL		0	0	0	0	
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY						
	EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	
	VEHICLE INSURANCE	0	0	0	0	
	VEHICLE MAINTENANCE	0	0	0	0	
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	

ATTACHMENT II.

ESCAMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2012 to September 30, 2013

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	11,645,120	10,346,157	21,991,277	9,694,225	31,685,502

**ATTACHMENT II
 ESCAMBIA COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2012 to September 30, 2013

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	10.93	9,167	30,393	195,134	167,299	195,134	167,299	543,649	181,217	724,866
STD (102)	12.24	2,804	11,013	159,581	136,817	159,581	136,817	444,597	148,199	592,796
HIV/AIDS PREVENTION (03A1)	2.49	1	566	33,792	28,972	33,792	28,972	100,422	25,106	125,528
HIV/AIDS SURVEILLANCE (03A2)	1.38	1	0	17,476	14,984	17,476	14,984	51,936	12,984	64,920
HIV/AIDS PATIENT CARE (03A3)	3.11	1	215	53,581	45,938	53,581	45,938	159,231	39,807	199,038
ADAP (03A4)	2.78	1	5	34,610	29,673	34,610	29,673	102,853	25,713	128,566
TB CONTROL SERVICES (104)	3.06	122	532	42,361	36,318	42,361	36,318	47,207	110,151	157,358
COMM. DISEASE SURV. (106)	6.64	0	7,840	86,658	74,297	86,658	74,297	241,433	80,477	321,910
HEPATITIS PREVENTION (109)	1.04	827	1,034	10,588	9,078	10,588	9,078	29,499	9,833	39,332
PUBLIC HEALTH PREP AND RESP (116)	14.88	0	361	154,021	132,050	154,021	132,050	458,991	113,151	572,142
VITAL STATISTICS (180)	4.44	24,859	46,213	50,792	43,547	50,792	43,547	18,868	169,810	188,678
COMMUNICABLE DISEASE SUBTOTAL	62.99	37,783	98,172	838,594	718,973	838,594	718,973	2,198,686	916,448	3,115,134
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	8.80	6,838	712	111,882	95,923	111,882	95,923	290,926	124,684	415,610
TOBACCO PREVENTION (212)	4.00	0	369	70,846	60,740	70,846	60,740	210,538	52,634	263,172
WIC (21W1)	43.40	14,347	130,235	534,550	458,299	534,550	458,299	1,648,128	337,570	1,985,698
WIC BREASTFEEDING PEER COUNSELING (21W2)	4.19	0	6,605	28,687	24,595	28,687	24,595	88,447	18,117	106,564
FAMILY PLANNING (223)	16.57	2,417	22,451	237,743	203,830	237,743	203,830	574,046	309,100	883,146
IMPROVED PREGNANCY OUTCOME (225)	2.71	706	4,066	28,451	24,393	28,451	24,393	79,266	26,422	105,688
HEALTHY START PRENATAL (227)	16.88	2,749	41,453	225,672	193,481	225,672	193,481	125,746	712,560	838,306
COMPREHENSIVE CHILD HEALTH (229)	7.30	2,229	6,448	119,692	102,618	119,692	102,618	88,924	355,696	444,620
HEALTHY START INFANT (231)	12.00	1,560	28,157	156,827	134,456	156,827	134,456	64,082	518,484	582,566
SCHOOL HEALTH (234)	96.83	0	480,685	1,058,796	907,764	1,058,796	907,764	2,359,873	1,573,247	3,933,120
COMPREHENSIVE ADULT HEALTH (237)	9.12	507	2,319	118,055	101,215	118,055	101,215	328,906	109,634	438,540
COMMUNITY HEALTH DEVELOPMENT (238)	0.83	0	374	10,934	9,374	10,934	9,374	30,462	10,154	40,616
DENTAL HEALTH (240)	26.25	14,071	102,039	1,659,932	1,423,152	1,659,932	1,423,152	1,541,542	4,624,626	6,166,168
PRIMARY CARE SUBTOTAL	248.88	45,424	825,913	4,362,067	3,739,840	4,362,067	3,739,840	7,430,886	8,772,928	16,203,814
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.71	243	247	12,224	10,480	12,224	10,480	36,326	9,082	45,408
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.13	16	74	1,784	1,530	1,784	1,530	5,825	803	6,628
PUBLIC WATER SYSTEM (358)	0.04	2	9	219	188	219	188	571	243	814
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
INDIVIDUAL SEWAGE DISP. (361)	9.78	892	2,548	168,450	144,422	168,450	144,422	331,645	294,099	625,744
Group Total	10.66	1,153	2,878	182,677	156,620	182,677	156,620	374,367	304,227	678,594
Facility Programs										
FOOD HYGIENE (348)	2.45	160	704	29,329	25,146	29,329	25,146	68,639	40,311	108,950
BODY PIERCING FACILITIES SERVICES	0.09	24	31	2,896	2,483	2,896	2,483	9,146	1,612	10,758
GROUP CARE FACILITY (351)	0.78	254	1,723	8,365	7,172	8,365	7,172	7,166	23,908	31,074
MIGRANT LABOR CAMP (352)	0.00	0	0	42	36	42	36	94	62	156
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	5	5	5	5	12	8	20

**ATTACHMENT II.
 ESCAMBIA COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2012 to September 30, 2013

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
MOBILE HOME AND PARKS SERVICES (354)	1.10	226	600	11,216	9,616	11,216	9,616	35,414	6,250	41,664
SWIMMING POOLS/BATHING (360)	3.26	407	996	47,963	41,122	47,963	41,122	124,416	53,754	178,170
BIOMEDICAL WASTE SERVICES (364)	1.53	419	434	13,804	11,835	13,804	11,835	43,586	7,692	51,278
TANNING FACILITY SERVICES (369)	0.06	15	34	240	206	240	206	776	116	892
Group Total	9.27	1,505	4,522	113,860	97,621	113,860	97,621	289,249	133,713	422,962
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	16.64	709	1,372	289,213	247,959	289,213	247,959	913,192	161,152	1,074,344
SUPER ACT SERVICE (356)	0.28	0	95	2,245	1,925	2,245	1,925	7,006	1,334	8,340
Group Total	16.92	709	1,467	291,458	249,884	291,458	249,884	920,198	162,486	1,082,684
Community Hygiene										
TATTOO FACILITIES SERVICES	0.09	0	7	0	0	0	0	0	0	0
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	1,886	1,618	1,886	1,618	4,771	2,237	7,008
INJURY PREVENTION (346)	0.00	0	0	22	19	22	19	55	27	82
LEAD MONITORING SERVICES (350)	0.01	0	0	112	96	112	96	292	124	416
PUBLIC SEWAGE (362)	1.03	0	0	2,585	2,216	2,585	2,216	7,202	2,400	9,602
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	1	2	41	36	41	37	115	40	155
RABIES SURVEILLANCE/CONTROL SERVICES (366)	1.22	592	1,516	19,114	16,388	19,114	16,388	35,502	35,502	71,004
ARBOVIRUS SURVEILLANCE (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.06	0	22	145	124	145	124	452	86	538
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.01	0	0	57	49	57	49	147	65	212
TOXIC SUBSTANCES (373)	0.00	0	0	17,092	14,654	17,092	14,654	47,618	15,874	63,492
Group Total	2.42	593	1,547	41,054	35,200	41,054	35,201	96,154	56,355	152,509
ENVIRONMENTAL HEALTH SUBTOTAL	39.27	3,960	10,414	629,049	539,325	629,049	539,326	1,679,968	656,781	2,336,749
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	81,737	70,078	81,737	70,078	303,630	0	303,630
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	8,601	7,374	8,601	7,374	31,950	0	31,950
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	90,338	77,452	90,338	77,452	335,580	0	335,580
TOTAL CONTRACT	351.14	87,167	934,499	5,920,048	5,075,590	5,920,048	5,075,591	11,645,120	10,346,157	21,991,277

ATTACHMENT III

ESCAMBIA COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
ESCAMBIA COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Main Health Department	1295 W. Fairfield Drive Pensacola, FL 32501	Escambia County
Northside Clinic	8390 N. Palafox Street Pensacola, FL 32534	Escambia County
Environmental Health Office Accounting & Finance, Epi	1300 W. Gregory Street Pensacola, FL 32502	State of Florida Dept of Environmental Protection
Warehouse	3636 North "L" Street Pensacola, FL	Terharr-Cronley Investments
Molino Clinic	2470 Highway 29 North Cantonment, FL 32533	Escambia County
Century Clinic	501 Church Street Century, FL 32535	Escambia County
Century Clinic Annex	511 Church Street Century, FL 32535	Escambia County
WIC Navy Hospital Center	Naval Hospital Outpatient Clinic 6000 West Highway 98 Pensacola, FL 32512	US Navy
WIC Westside Center	3960 Navy Blvd. Units 1 and 2 Pensacola, FL 32507	Navy Park Partnership
McMillan School	1403 St. John's Street Pensacola, FL	Escambia County School

Resolution Number R2012-_____

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF CERTAIN MEDICAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into a contractual agreement for the provision of certain medical services with the State of Florida, Department of Health, Escambia County Health Department; and

WHEREAS, the Board of County Commissioners has considered the contract by and between the Escambia County Health Department and the Escambia County Board of County Commissioners and has determined the contract to be reasonable; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County that this contract be approved.

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

Section 1. That the attached contract dated October 1, 2012, between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department hereby is approved as presented.

Section 2. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

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

Gene M. Valentino, Chairman

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

Deputy Clerk

This document approved as to form and legal sufficiency.

By: Justin Hual

Title: ACA

Date: 11/13/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3526

County Administrator's Report 16. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Acceptance of Property Located in Brentwood Park Subdivision from Brentwood Assembly of God, Inc.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Property Located in Brentwood Park Subdivision, from Brentwood Assembly of God, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of property located in Brentwood Park Subdivision, from Brentwood Assembly of God, Inc., for County park purposes:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of donated property (40 feet x 300 feet = 12,000 square feet or 0.27 acres), from Brentwood Assembly of God, Inc., and to gather information and conduct inspections, as needed, to allow the Board's acceptance of the real property;
- B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for County park purposes, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Warranty Deed as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Brentwood Assembly of God, Inc. (the Church), owns a parcel of property (40 feet x 300 feet), which bisects the County's Brentwood Park property located west of North Palafox Street and south of Jacquelyn Way. Of major concern to the residents and to the County, this parcel is presently being used by the general public as a road for vehicular traffic. The Church has determined that they have no need for this parcel, and have offered to donate this property to the County. Engineering Department staff have reviewed this request with the Parks Department, who have indicated that accepting this property would be a benefit to the park and to the public because it would provide a contiguous park parcel with no through vehicular traffic.

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

BACKGROUND:

Brentwood Assembly of God, Inc. (the Church) owns a parcel of property (40' x 300'), which bisects the County's Brentwood Park property located west of North Palafox Street and south of Jacquelyn Way. Of major concern to the residents and to the County, this parcel is presently being used by the general public as a road for vehicular traffic. The Church has determined that they have no need for this parcel, and have offered to donate this property to the County. Engineering Department staff have reviewed this request with the Parks Department, who have indicated that accepting this property would be a benefit to the park and to the public because it would provide a contiguous park parcel with no through vehicular traffic.

County staff have reviewed this request and have no objections to the County's acceptance of this property. Board approval is required to authorize Staff to proceed with the acquisition, and for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on November 2, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deed

Plat Book 1 Page 11

Aerial View

This document was prepared by:

Judy Cantrell

Real Estate Acquisition Department

3363 W. Park Place

Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 31 day of October, 2012, by and between **Brentwood Assembly of God, Inc.**, a Florida Non Profit Corporation, whose address is 4901 North Palafox Highway, Pensacola, FL 32505 (Grantor), and **Escambia County**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

"EXHIBIT A"

A Portion of Parcel Identification Number 46-1S-30-2001-001-057 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2012; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Grantor

Witness Barbara L. Owens
Print Name Barbara L. Owens

BRENTWOOD ASSEMBLY OF
GOD, INC., a Florida Non Profit
Corporation

Witness Bessie W. Manning
Print Name Bessie W. Manning

By: K. L. Martin
Kenneth Martin, Pastor
Print Name

Title President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31 day of
October, 2012, by Kenneth Martin as President
of Brentwood Assembly of God, Inc. . He/She is personally known to me, or has produced
current _____ as identification.



(Notary Seal)

Barbara L. Owens
Signature of Notary Public

Barbara L. Owens
Printed Name of Notary Public

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____,
20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the
____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

~~Gene M. Valentino, Chairman~~
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency.

By S. Christ
Title Asst. County Attorney
Date Nov. 2, 2012

“EXHIBIT A”

That portion of a 40 foot wide Right of Way (Road not named on plat), as shown on the plat of Brentwood Park, being a subdivision of a portions of Sections 46 and 47, Township 1 South, Range 30 West and Sections 8 and 10, Township 2 South, Range 30 West, of Escambia County , Florida, as recorded in Plat Book 1 at Page 11, of the Public Records of said County; Said 40 foot Right of Way being bounded on the North by the south right-of-way line of Jacquelyn Way (80' R/W) and bounded on the South by the north right-of-way line of Rosalyn Boulevard (160.30' R/W) and bounded on the East by Block 5 of said subdivision and bounded on the West by the Park parcel lying South of Block 4 of said subdivision.

BRENTWOOD PARK SUBDIVISION
PLAT BOOK 1 PAGE 11



40 Foot- Wide Parcel to be Donated to County

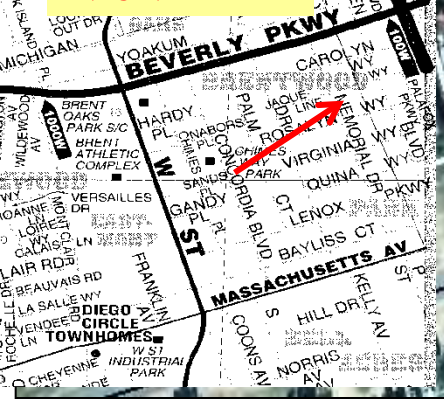
3724.3
NUMBER 7.
E V A R D





40' WIDE PARCEL TO BE DONATED TO THE COUNTY BY BRENTWOOD ASSEMBLY OF GOD, INC.



VICINITY MAP



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
JCC 11/08/12 DISTRICT 3

-  COUNTY PARK PARCELS
-  40' WIDE PARCEL TO BE DONATED TO COUNTY



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3554

County Administrator's Report 16. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Fairway Drive Drainage Project Permanent Drainage Easement Agreement between Pensacola Country Club, Inc., and Escambia County BCC

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fairway Drive Drainage Project Permanent Drainage Easement Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Fairway Drive Drainage Project Permanent Drainage Easement Agreement between Pensacola Country Club, Inc., and Escambia County:

- A. Authorize the purchase of a permanent drainage easement with associated stormwater infrastructure in the amount of \$275,000;
- B. Approve the Permanent Drainage Easement Agreement; and
- C. Authorize the Chairman or Vice Chairman to sign the Permanent Drainage Easement Agreement.

[Funding Source: Fund 352, "LOST III," Account Numbers 210107/56101/56301, Project #11ENG1122]

Fairway Drive has an existing retention pond without a defined positive discharge. When the pond fills, stormwater floods adjacent residential properties, including structures. Because Pensacola Country Club will not allow any general contractor to work within their property, their specialized golf course contractor will construct the proposed drainage improvements within the easement. This Agreement will fund the purchase of the easement, including the costs of construction services and materials to create the stormwater infrastructure, which will provide a positive discharge for the existing pond site in perpetuity.

BACKGROUND:

Fairway Drive has an existing retention pond without a defined positive discharge. When the pond fills, stormwater floods adjacent residential properties, including structures. Because Pensacola Country Club will not allow any general contractor to work within their property, their specialized golf course contractor will construct the proposed drainage improvements within the easement. This agreement will fund the purchase of the easement, including the costs of construction services and materials to create the stormwater infrastructure, which will provide a

positive discharge for the existing pond site in perpetuity.

BUDGETARY IMPACT:

Funds for this property acquisition are available in Fund 352, "LOST III", Account #210107/56101/56301, Project # 11ENG1122.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement Agreement was prepared by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

Pensacola Country Club's specialized golf course contractor will construct the proposed drainage improvements within the easement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval to accept the easement, County staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed with the acquisition process. The County will pay to Pensacola Country Club one-half of the above-referenced consideration upon the Board's acceptance of the easement, and the remaining one-half upon completion of the construction of the drainage structures contemplated in this easement.

Attachments

Drainage Easement Agreement

Fairway Drive DE Aerial View

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PERMANENT DRAINAGE EASEMENT

THIS GRANT OF PERMANENT DRAINAGE EASEMENT is made and entered into this _____ day of _____ 2012, by and between Pensacola Country Club, Inc., a Florida Profit Corporation, whose mailing address is 1500 Bayshore Drive, Pensacola, Florida 32507 (Grantor) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS, Grantor is the owner of land located in Escambia County, Florida, a portion of which is described in the attached Exhibit A; and

WHEREAS, Grantee desires a permanent easement for the discharge of stormwater from Fairway Drive and the adjacent watershed area, over, across, and through the easement to Grantor's pond, as shown on Exhibit A; and

WHEREAS, Grantor has agreed to grant an easement to Grantee over, across, and through the portion of Grantor's property shown on Exhibit A under the terms and conditions set forth below.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) and other good and valuable consideration paid by Grantee to Grantor, does grant to Grantee and Grantee's successors and assigns, a permanent easement for the discharge of stormwater from Fairway Drive and the adjacent watershed area, over, across, and through the easement to Grantor's pond, as shown on Exhibit A.

FURTHERMORE, Grantor and Grantee agree that the easement is conveyed subject to the following terms and conditions:

1. Grantor conveys the easement to Grantee solely for the purpose of discharging stormwater from Fairway Drive and the watershed area shown on the attached Exhibit B, over, across, and through the easement, and without the right of access for Grantee or the public. Grantee shall not expand the scope of the watershed area or direct stormwater to the easement from outside the watershed area without the prior written consent of Grantor.
2. Grantee shall pay to Grantor one-half of the above-referenced consideration upon Grantee's acceptance of the easement and the remaining one-half upon completion of the construction of the drainage structures contemplated in this easement.

3. Grantor shall bear all costs associated with the construction and maintenance of the drainage structures shown in Exhibit C and all other improvements within the easement that are necessary to convey the discharge of stormwater from Fairway Drive and the watershed area, as shown on Exhibit B, over, across, and through the easement to Grantor's pond, as shown on Exhibit A. Grantor shall be responsible for all future repairs to the drainage structures it constructs in the easement. Grantee shall reimburse Grantor for the costs of future repairs as if it were the lowest cost contractor awarded the repair project under Grantee's General Paving and Drainage Pricing Agreement, and amount of the reimbursement for future repairs shall be limited to the corresponding unit prices shown in the General Paving and Drainage Pricing Agreement in effect on the date that the repairs are completed. Additionally, any such reimbursement shall be subject to (1) confirmation by the County Engineer that the repairs were reasonably related to the drainage structures in the easement, and (2) appropriation of funding and authorization of payment by the Board of County Commissioners.

4. Grantor shall release, indemnify, defend, and hold harmless Grantee, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss or use thereof, zoning or like issues, directly or indirectly caused by, or resulting from, arising out of, or occurring in connection with the easement or surface or storm waters standing or flowing, or which have stood or flowed over, across, or through the easement or Grantor's property; provided, however, that Grantee has not expanded the scope of the watershed area without the prior written consent of Grantor.

5. Grantor acknowledges that the terms and conditions of this easement constitute a bar to its recovery in any suit instituted on account of injury or damages to persons or the property as a result of surface or storm waters standing or flowing, or which have stood or flowed over, across, and through the easement or Grantor's property, subject to Grantee's compliance with the terms of this easement.

6. Grantor agrees to pay on behalf of Grantee a legal defense, which shall be done only if and when requested by Grantee, for all claims encompassed by this easement. Such payment on behalf of Grantee shall be in addition to any other legal remedies available to Grantee and shall not be considered its exclusive remedy.

7. Grantor warrants that it holds all right, title, and interest in the property, and that no third-party joinder or consent is necessary to effectuate the easement except as provided in the attached Joinder and Subordination of Lessee.

8. This easement and the obligations contained herein shall run with the land and shall be binding on Grantor's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first written above.

Signed, sealed and delivered
in the presence of:

Witness [Signature]
Print Name ANGELA S. FENNING

Witness [Signature]
Print Name Cherri L. Davis

PENSACOLA COUNTRY CLUB, INC.

By: [Signature]
Barry Dickson, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of November,
2012, by Barry Dickson as President of Pensacola Country Club, Inc. He is personally known to me,
 produced current _____ as identification.

(SEAL)



[Signature]
Signature of Notary Public

Bonnie B. Fulk
Printed Name of Notary Public

ACCEPTANCE

THIS PERMANENT DRAINAGE EASEMENT is accepted by the Chairman of the Board of County Commissioners on this _____ day of _____ 2012, as authorized by action of the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____ 2012.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk (SEAL)

This document approved as to form and legal sufficiency.

By B. Baker
Title Asst. County Attorney
Date Nov. 27, 2012

JOINDER AND SUBORDINATION OF LESSEE

Pensacola Country Club Association, Inc., a Florida Non-Profit Corporation, whose mailing address is 1500 Bayshore Drive, Pensacola, Florida, 32507, as lessee of the property under that certain Lease Agreement with Pensacola Country Club, Inc., recorded in Official Record Book 6379 at page 15, as amended in Official Record Book 6381 at page 412, and re-recorded in Official Record Book 6937 at page 1434, all of the public records of Escambia County, Florida, for good and valuable consideration, by and through its duly authorized representative, hereby joins in the execution of the attached Permanent Drainage Easement between Pensacola Country Club, Inc., and Escambia County, and, for itself, agrees to the terms and conditions described in Sections 4 through 8, and subordinates its interest in the property to the easement.

Executed on this 27 day of November 2012.

PENSACOLA COUNTRY CLUB ASSOCIATION, INC.

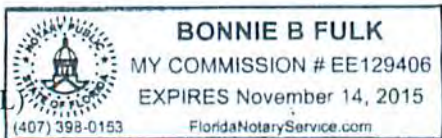
By: Barry Dickson
Barry Dickson, President

Witness [Signature]
Print Name ANGELA J. HENNINGTON

Witness Cherri L. Davis
Print Name Cherri L. Davis

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of November, 2012, by Barry Dickson as President of Pensacola Country Club Association, Inc. He is personally known to me, produced current _____ as identification.

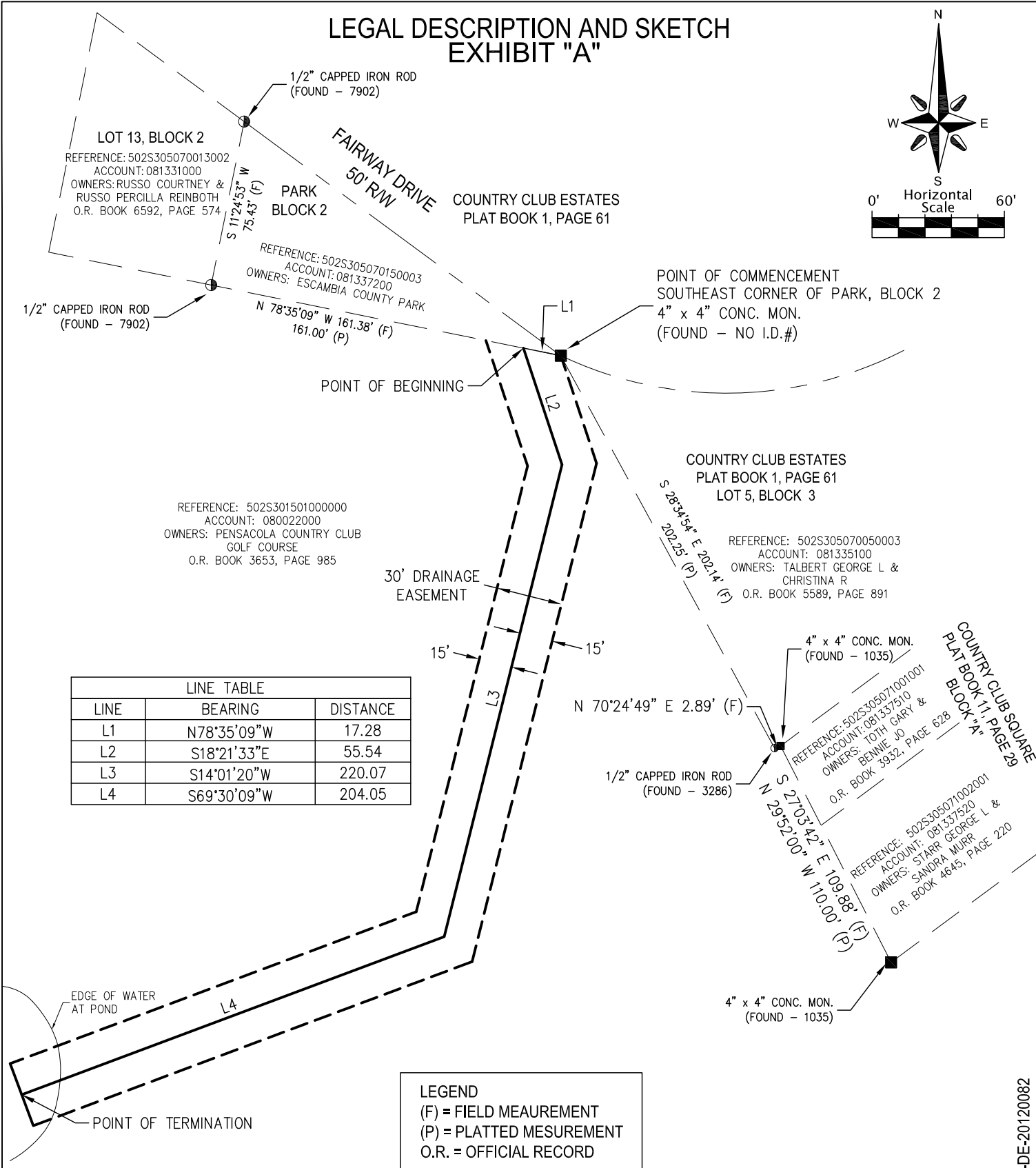
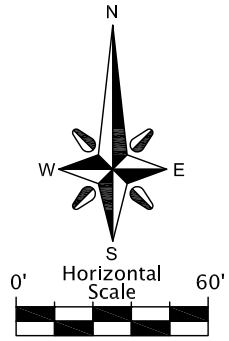


(SEAL)

Bonnie B. Fulk
Signature of Notary Public

Bonnie B. Fulk
Printed Name of Notary Public

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N78°35'09"W	17.28
L2	S18°21'33"E	55.54
L3	S14°01'20"W	220.07
L4	S69°30'09"W	204.05

LEGEND
 (F) = FIELD MEASUREMENT
 (P) = PLATTED MESUREMENT
 O.R. = OFFICIAL RECORD

SURVEYOR'S NOTES:

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 4) FIELD DATE: NOVEMBER 16, 2011; FIELD NOTES RECORDED IN FIELD BOOK 497, PAGES 71-77 AND FIELD BOOK 500, PAGES 23-56.
- 5) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 50 & 51, TOWNSHIP 2 SOUTH, RANGE 31 WEST AND EXISTING FIELD MONUMENTATION.
- 6) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 78°35'09" WEST ALONG THE SOUTH LINE PARK, BLOCK 2, COUNTRY CLUB ESTATES, PLAT BOOK 1 PAGE 61 AS REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, FL NORTH LAMBERT, NAD 83/90.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: CSR	Project No.: 20120082	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505	Valid Only With Embossed Seal	
Survey Date: 11/16/2011	Drawing No. L-4945			
Drawing Date: 09/14/2012	Field Book: 497 Page: 71-77			
Section, Township, Range: 50 & 51, T-2-S, R-30-W		Date:		
Type of Survey:	Sheet No. 1 of 2	R.S. Colocado Professional Surveyor and Mapper No. 6049 State of Florida		
Legal Description and Sketch	Date:	The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.		

L:\Drafting\FAIRWAY DRIVE\20120082.dwg\LEGAL-SKETCH-DE-20120082

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

Legal Description
30-Foot wide Drainage Easement
September 12, 2012

A 30-foot wide Drainage Easement lying 15-feet on each side of the following described centerline and being in Sections 50 & 51, Township 2 South, Range 30 West, Escambia County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Park parcel, Block 2, Country Club Estates, as recorded in Plat Book 1 at page 61 of the public records of said County, said southeast corner being a 4-inch square concrete monument (no identification number); thence run North 78°35'09" West along the south line of said Park parcel for a distance of 17.28 feet for the **Point of Beginning**; thence run South 18°21'33" East for a distance of 55.54 feet; thence run South 14°01'20" West for a distance of 220.07 feet; thence run South 69°30'09" West for 204.05 feet to the **Point of Termination**. The sidelines of said 30-foot Drainage Easement to be extended or shortened so as to begin at the South line of Park parcel, Block 2 and also to meet at angle points and to terminate at a line running through the Point of Termination at right angles to said last course.

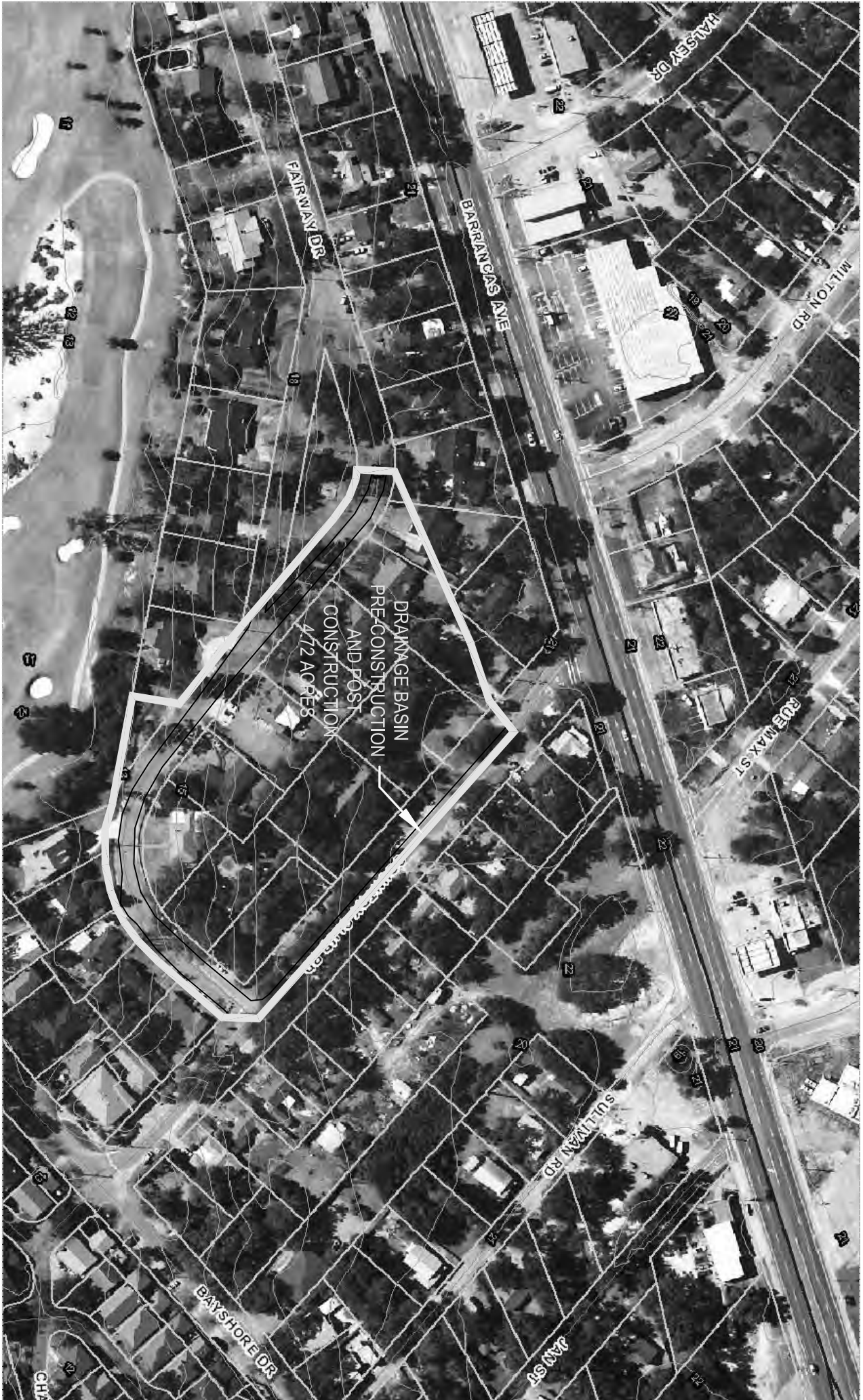
LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

Drawn By: CSR	Project No.: 20120082
Survey Date: 11/16/2011	Drawing No. L-4945
Drawing Date: 09/14/2012	Field Book:497 Page: 71-77
Section, Township, Range:	50 & 51, T-2-S, R-30-W
Type of Survey:	Sheet No. 2 of 2
Legal Description and Sketch	
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

UNLESS ACCOMPANIED BY SHEET ONE THAT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.





FAIRWAY DRIVE DRAINAGE PROJECT / PROPOSED EASEMENT / PENSACOLA COUNTRY CLUB



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 10/15/12 DISTRICT 2

— APPROXIMATE LOCATION OF PROPOSED 30' WIDE PERMANENT EASEMENT



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3589

County Administrator's Report 16. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Security Services for Various County Buildings, PD 10-11.043/Securitas Security Services USA

From: Larry Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Security Services for Various County Buildings - Larry M. Newsom, Acting County Administrator

That the Board take the following action concerning Security Services for Various County Buildings, PD 10-11.043, and Securitas Security Services, USA, Inc.:

A. Extend the Contract for one year to Securitas Security Services, USA, Inc., for Security Services for Various County Buildings, PD 10-11.043, under the current terms and conditions for Fiscal Year 2012-2013; and

B. Approve the issuance of individual Purchase Orders in Fiscal Year 2012-2013, based upon the previously awarded annual requirements, as follows:

1. Securitas Security Services, USA, Inc.

Amount: \$37,000

Contract Number: PD 10-11.043

Vendor Number: 191895

Fund: General (001)

Cost Center: 110201

Object Code: 53401

2. Securitas Security Services, USA, Inc.

Amount: \$215,000

Contract Number: PD 10-11.043

Vendor Number: 191895

Fund: Article-V (115)

Cost Center: 410505

Object Code: 53401

(TOTAL AMOUNT - \$252,000)

BACKGROUND:

The issuance of these purchase orders is necessary to ensure that security services are provided for the Downtown Government Complex (General Fund 001/Cost Center 110201/Object Code 53401); and M. C. Blanchard Judicial Center, Juvenile Justice Center, and the Escambia County Cobb Building (Fund 115/Cost Center 410505/Object Code 53401).

BUDGETARY IMPACT:

Funding: Fund 001/General Fund/Cost Center 110201/Object Code 53401-\$37,000; Fund 115/Article-V Fund/Cost Center 410505/Object Code 53401-\$215,000.

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, 1999, Chapter 46 Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners and submission schedule for the new fiscal year, the staff of the County Administrator's Office and Court Administration will submit the appropriate requisitions to Purchasing for purchase orders as noted above.

Attachments

PD 10-11.043 Agreement

AGREEMENT FOR SECURITY SERVICES PD 10-11.043

This Agreement is made and entered into this 4th day of August, 2011, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Suite 400, Pensacola, Florida 32502, and Securitas Security Services, USA, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 71-0912217, and whose principal address is 11 East Olive Road, Suite 101, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, Contractor is a firm with expertise in the area of professional security services; and

WHEREAS, the County is in need of a Contractor to provide such security services for County buildings as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon October 1, 2011, and continue for a term of one (1) year, with an option to renew for four (4) successive 12 month periods. In no event shall the Agreement extend beyond five (5) years in duration after exercising all options for renewal.
3. Scope of Services. Contractor agrees to provide security services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 10-11.043, attached hereto as Exhibit "A," and as provided in the Contractor's Proposal attached hereto as Exhibit "B". In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated June 29, 2011, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

6. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to the Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Excess or Umbrella Liability

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Securitas Security Services, USA, Inc.
 Attention: Ernest Rohrabough
 11 East Olive Road, Suite 101
 Pensacola, Florida 32514

To: County

County Administrator's Office
 Attn: Cheryl Lively, Program Coordinator
 221 Palafox Place, Suite 420
 Pensacola, Florida 32502

Corrections Bureau
 Attn: Gordon Pike, Director
 2251 North Palafox Street
 Pensacola, Florida 32501

Court Administration
 Attn: Will Moore, Administrative Services Manager
 190 Governmental Center
 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

11. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

13. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 4th day of August, 2011, and Securitas Security Services, USA, Inc., signing by and through its Area Vice President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 7/28/11

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [Signature]
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date: August 30, 2011

By: [Signature]
Deputy Clerk

BCC Approved: August 4, 2011



CONTRACTOR:

By: [Signature]
Louis W. Sturdivant, Area Vice President

ATTEST:

By: [Signature]
Corporate Secretary

mhz Assistant

(SEAL)



"EXHIBIT A"

**WORK RELEASE PROGRAM
SECURITY STAFF**

Duties of Security Officer's shall include the following responsibilities along with all previously designated duties.

- I. Daily facility inspections to include security of the facility, fire and safety concerns, maintenance of common areas, inmate rooms, and office areas as needed.

On a daily basis, security officer's shall make observation of this facility for the purpose of identifying and correcting security breaches. Efforts to identify security breaches must be performed on a continuous basis. Common areas should be inspected on a regular basis. These areas should include cabinets under sinks, sofas and chairs in the dayroom areas, etc. The primary focus should be aimed at identifying and securing contraband, ensuring exit routes are clear of obstructions, and that areas unauthorized for inmates use are secured.

Security Officers will make notation of deficient areas and identify inmates who fail to comply with cleaning responsibilities related to their personal areas. Security Officers will oversee the residents while completing cleaning tasks; however, they shall not engage in assisting with task completions. Security Officers will control the issuance of supplies to inmates and ensure unnecessary waste is avoided. All cleaning supplies will be distributed on a daily basis. Unused portions will be secured after use. No containers of cleaning supplies will be left unsecured after use. Unused portions should be returned to the proper storage area. Security Officers shall either mix concentrated cleaning solutions or oversee inmates while mixing solutions. All solution containers, spray bottles, and the designated storage space shall be marked and clearly identified. Supply storage areas should remain clean and well organized. Mops and buckets should be rinsed after each use.

- II Weekly collection and accounting of laundry for preparation and delivery for cleaning. Security will be responsible for storage and distribution upon return.
- III. Monitoring of inmate behavior in regards to Program rules.

Security Officers are required to confiscate contraband items then deliver those items to the Department of Community Corrections staff. Contraband includes knives, weapons of any kind, food or drinks, and all other items that may be deemed inappropriate for this facility. Contraband items will not be returned to inmates unless approved by Department of Community Correction's staff. Non-compliant or an inappropriate behavior will be communicated to Probation Officers or staff to be addressed. This does not relieve security staff from any previously designated responsibilities regarding the addressing of inmate behavior.

- IV. Pat searches to include searching shoes, bags and other belongings entering the facility are imperative. Searches will be performed to provide for the safety and security of staff and inmates as well as to eliminate the introduction of contraband into the facility. Security Officers must search every inmate and their belongings prior to granting entry.
- V. Officers communication should be respectful but direct. All officers must understand their role as part of the control mechanism for this facility and the need to avoid being reduced to a submissive posture. In situations where an officer's authority is felt to be challenged, the officer should disengage from the situation and seek the intervention of the Probation Officer on duty. Officers must understand the importance of being fair and consistent. Officers must also realize the Probation Officer is their most effective means of recourse.

Communications must be open and constant on a daily basis. Rules violations and all other pertinent information must be shared with the Probation Officers in the most timely manner possible. The daily log book will be an effective tool in ensuring information is recorded and available to all staff upon the start of each shift. Therefore, it is important to not only record in the daily log but also to read it as well at the start of each shift. Constant and open communications will aid in presenting unified staff presence and reduce inmate attempts to manipulate or "get over" on staff. No officer shall have impunity to deal with inmates in any manner which is not consistent with Program or Departmental policies. Security Officers shall not communicate with inmate's in sexually explicit manner or with subtle sexual overtures. Security Officers cannot engage in personal dealings with inmates.

- VI. Security staff must make rounds of the facility to inspect the whereabouts and activities of inmates. Rounds may need to be made more frequently depending on circumstances at the time. The timing of rounds should vary to ensure the element of surprise. Should a inmate fail to follow directives of any Security Officer, officers do have the recourse of using the Probation Officer as an effective tool. Avoid making empty threats as this compromises credibility. Under no circumstances should an officer spend the majority of their tour in the secretary's office. To do so compromises the officer's ability to supervise inmates or to be knowledgeable of activities occurring in this facility. Officers should not engage in extended conversations with inmates and to avoid being occupied with activities that compromise their ability to supervise inmates and distract their attention. Officers should be careful not to develop relationships with inmates that may result in showing favoritism. All inmates must be treated fairly and the application of consequences applied consistently. Again, Security Officers cannot engage with personal dealings with inmates.

SECURITY DUTIES: CLARIFICATION

Inspections and Maintenance:

Floors should be clean and highly polished at all times. Corners, edges near walls, and doorway thresholds should be clean and free of dirt and wax buildup. Inspections should identify inmates who do not maintain good daily hygiene and who do not properly maintain their living areas.

Rooms:

A brief walk through inspection should be conducted daily. All beds should be made in an uniformed military style. Attention should be paid to floors, lockers, walls and smell of the room. There should be no bedding hanging from rails to create privacy or to obstruct staff's view.

Lights, Fixtures, Plumbing:

These should be inspected daily to identify deficiencies which require correction.

Common areas:

These areas will generally require more frequent attention. Common areas should be dusted on a weekly basis and cleanliness maintained at all times.

Bathrooms:

These areas will require cleaning more often than other areas of the facility due to the high volume of traffic and the need to keep these areas sanitized. A thorough cleaning should be performed on a nightly basis with a lighter cleaning each morning after the majority of inmates leave for work.

Security Officers shall under no circumstances engage in assisting inmates with cleaning details, except to demonstrate the desired standard to be accomplished. Officers shall give specific directions identifying the task to be completed and monitor the inmate's work. More attention should be paid when hazardous chemicals are used.

Extra Duty Details:

These details should be comprised of those inmates who have rules infractions that do not warrant their return to the County Jail. These details also should be focused on accomplishing those more time consuming tasks than daily maintenance such as cleaning grout in restrooms, dusting common areas, changing light bulbs, cleaning garbage cans, cleaning wax build ups, picking up paper and cigarette butts and pulling weeds.

Community Service Work:

An attempt should be made to identify tasks that will benefit this facility beyond regular daily cleaning chores. Examples would include making new files, striping and waxing floors, painting, cleaning walls, repair work (with program administrator approval only), etc.

Some of the tasks identified as extra duty can also be completed as community service work; however, an effort should be made to ensure the less desirable tasks are completed as extra detail work by those who violate facility rules.

**WORK RELEASE PROGRAM
SECURITY STAFF
4 HOUR SHIFT**

The Security Officer assigned to work this shift will be primarily responsible for supervising inmates in the Dayroom area. This officer will be responsible for ensuring rules regarding no smoking and no co-mingling are complied. This officer will not engage in recreational activities with inmates—either through playing games or keeping score.

Additional Responsibilities include:

1. Sitting at the designated area for security in order to provide the best mean of observing a larger portion of the facility from one spot.
2. Monitoring male and female population to ensure no co-mingling exists and to reduce the opportunities for this situation occurring.
3. Initiate and oversee all detail assignments to include daily cleaning details, extra duty details and community service work. This will also include the issuance of cleaning supplies and tools to complete the task. This officer will also be responsible for ensuring inmates's detail hours are logged in order to ensure credit is given for work started or completed during this shift. This officer will also be responsible for ensuring detail work is completed in a thorough and satisfactory manner. Specifically, the cleaning of restrooms, showers, and floors. Daily cleaning detail will start promptly at 2000 unless other approved activities are in process, i.e. AA or NA meetings. This officer will also be responsible for ensuring unused cleaning supplies are secured and that mops and buckets are rinsed after use and before storage.
4. Supervise inmates and monitor visitors during visitation, church services, AA and NA meetings.
5. The locking of the vending room, female dayroom, and laundry room doors at 2300 nightly and announcing "lights out."

IN ADDITION TO THE DUTIES LISTED ABOVE, THIS OFFICER MUST BE CROSSED TRAINED TO PERFORM ALL OTHER DUTIES ANY OFFICER AT THIS FACILITY MAY BE REQUIRED PERFORM. THE 4 HOUR SHIFT OFFICER WILL ASSIST THE FRONT DESK OFFICER AT TIMES WHEN THAT OFFICER IS OVERWHELMED WITH INMATES RETURNING AND/OR DEALING WITH NEW ARRIVALS.

**WORK RELEASE PROGRAM
NEW INMATE INTAKE PROCEDURE**

Upon entry of a new program inmate, a thorough search should be made of the inmate and of the inmate's property.

The new inmate should be logged in the sign in/out book and logged in the daily log book and then assigned a room number and bed. Mark the room and locker number on the envelope in which the inmates duplicate lock key is stored.

Label the new inmate's bed with their name and provide the inmate with a means to identify their locker.

Provide the inmate with a mattress, pillow, blanket, and bedroll. The bedroll should include a towel, bath cloth and linen which includes sheets (top and bottom) and pillowcase.

Provide the inmate a copy of the Inmate's Handbook.

REVISED



BCC 2011 HOLIDAY CALENDAR

New Year's Day	Friday, December 31, 2010 Monday, January 3, 2011
Martin Luther King, Jr. Day	Monday, January 17, 2011
President's Day	Monday, February 21, 2011
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Veterans' Day	Friday, November 11, 2011
Thanksgiving	Thursday, November 24, 2011 Friday, November 25, 2011
Christmas	Friday, December 23, 2011 Monday, December 26, 2011
New Year's Day	Monday, January 2, 2012
Martin Luther King, Jr. Day	Monday, January 16, 2012

In accordance with the BCC Human Resources Policies and Procedures, Section 4.4, subject to the approval of the County Administrator, one holiday may be exchanged for another provided the total number of holidays is kept equitable among all employees.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3592

County Administrator's Report 16. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Assignment of Agreement for Federal Lobbying Services PD10-11.001

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment of Agreement for Federal Lobbying Service PD 10-11.001 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Assignment of Agreement between Escambia County, Florida, and MWW Group, Inc., to Alcalde & Faye, LTD, Inc., for Federal lobbying services, PD 10-11.001, effective December 1, 2012. All other terms and conditions of the Agreement are to remain as awarded to MWW Group, Inc., on March 3, 2011.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101]

BACKGROUND:

The Request for Proposals PD10-11.001 for Federal Lobbying Services was advertised on October 10, 2010, eleven submittals were received and reviewed. The final ranking was completed on January 25, 2011 and the review committee ranked MWW Group, Inc. number 1, Alcalde & Faye, LTD, Inc. , number 2 and Blank & Rome Governmental Relations, LLC, number 3. In March of 2011, Marion Turner with MWW Group, Inc. began working with Escambia County Board of Commissioners to provide Federal Lobbying Services. Mr. Turner is now employed with Alcalde & Faye, LTD, Inc. and all parties are interested in maintaining the current working relationship with Mr. Turner. On November 16, 2012, both MWW Group, Inc. and Alcalde & Faye, LTD, Inc. indicated their approval to the assignment of the agreement for Federal Lobbying Services, PD 10-11.001, and executed the assignment agreement prepared by the County Attorney's office.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

The assignment of agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

The Office of Purchasing will complete the assignment of agreement between all parties.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Assignment

DRAFT

**ASSIGNMENT OF AGREEMENT
BETWEEN ESCAMBIA COUNTY, FLORIDA
AND MWW GROUP, INC. TO ALCALDE & FAY, LTD., INC.**

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is made this 16th day of November 2012, by and among Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County") and MWW Group, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose business address is 1 Meadowlands Plaza, East Rutherford, New Jersey 07073 (hereinafter referred to as the "Assignor-MWW"), and Alcalde & Fay, Ltd., Inc., a foreign profit corporation authorized to do business in the State of Florida, whose principal address is 2111 Wilson Boulevard, 8th Floor, Arlington, Virginia 22201 (hereinafter referred to as "Assignee-Alcalde").

WITNESSETH:

WHEREAS, the County entered into an agreement for professional lobbyist services with Assignor-MWW (PD 10-11.001) on or about March 3, 2011; and

WHEREAS, the lobbyist then employed by Assignor-MWW and assigned to represent Escambia County is now employed by Assignee-Alcalde; and

WHEREAS, Assignor-MWW now desires to assign all of its rights, duties and obligations under the Contract to Assignee-Alcalde for such assignment; and

WHEREAS, Assignee-Alcalde now desires to accept an assignment of Assignor-MWW's rights, duties and obligations under the Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor-MWW, and Assignee-Alcalde hereby agree as follows:

1. The Contract is hereby assigned to Assignee-Alcalde, and Assignee accepts such assignment, and the County and Assignor-MWW consent to such assignment, subject to the terms and conditions set forth in this Assignment effective December 1, 2012. All rights,

duties and obligations of Assignor-MWW under the Contract shall become the right, duties and obligations of Assignee-Alcalde immediately upon this Assignment becoming effective.

2. County, Assignor-MWW and Assignee-Alcalde agree to the assumption of the performance of the Contract by Assignee-Alcalde, and to the release of Assignor-MWW from any further performance under the Contract.

3. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

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, duly authorized to execute same by Board action on ____ day of _____, 2012, and MWW Group, Inc., signing by and through its President duly authorized to execute same, and Alcalde & Fay, Ltd., Inc., signing by and through its President duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners. **DRAFT**

ATTEST: Emie Lee Magaha
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

This document approved as to form and legal sufficiency

By [Signature]

Title ACF

Date 11/29/12

Deputy Clerk

(Seal)

ASSIGNOR: MWW GROUP, INC.

By: [Signature]
EVP, Chief Financial Officer

Date: November 16, 2012

[Signature]
Witness

Nancy A. O'Shaughnessy
Print Name

[Signature]
Witness

Jessica McCabe
Print Name

ASSIGNEE: ALCALDE & FAY, LTD., INC.,

By: [Signature]
President

Date: 11/19/2012

[Signature]
Witness

Francis M. Turner
Print Name

[Signature]
Witness

Tonya Hunt
Print Name



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3583

County Administrator's Report 16. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Johnson Avenue Replacement Bridge, PD12-13.004

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Johnson Avenue Replacement Bridge PD 12-13.004 - Amy Lovoy Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 12-13.004, to Birkshire Johnstone, LLC, for the Johnson Avenue Replacement Bridge, for a total amount of \$850,417.20.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #10EN0353]

BACKGROUND:

The bid was advertised twice in the Pensacola News Journal on October 22th & 29th 2012. Nine firms attended the mandatory pre-bid meeting and three firms submitted a bid.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #10EN0353

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's standard form will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County Florida Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Johnson Avenue Replacement Bridge ITB# 12-13.004									
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 11/15/2012 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Acknowledgement of Addenda	Grand Total			
Roads, Inc of NWF	Y	Y	Y	Y	Y	Y	Y	\$989,652			
Birkshire Johnstone LLC	Y	Y	Y	Y	Y	Y	Y	\$850,417.20			
Gulf-Atlantic Constructors, Inc.	Y	Y	Y	Y	Y	Y	Y	\$993,945			
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator DATE: November 15, 2012										
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: November 15, 2012										
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: November 15, 2012										

CAR DATE 12/06/2012 BOCC DATE 12/06/2012

The Purchasing Manager/Designee recommends to the BCC: To award a lump sum contract to Birkshire Johnstone LLC in the amount of \$850,417.20 Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 11/27/2012 @9:00a.m. CST

 JP/ik



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3595

County Administrator's Report 16. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Amendment #003 to Florida Department of Children and Families Contract

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #003 to the Florida Department of Children and Families Contract AH102 - Gordon C. Pike, Corrections Department Director

That the Board approve and ratify the Vice Chairman's signature on the Document of Negotiation and Amendment #003 to the Florida Department of Children and Families Contract AH102, revising Standard Contract total dollar amount; revising Exhibit "B," Method of Payment; and revising Exhibit "G," State Funding by Program & Activity for Fiscal Year 2012-2013. This Agreement provides funding for the establishment of a Forensic Mental Health Specialist position within the Community Corrections Division, in the Pre-Trial Release Program, to provide services to the Criminal Justice System.

This Contract is a fixed-rate Contract for a total amount of \$141,078, based on a monthly rate of \$3,816.50. This funding is provided by the State 100%.

BACKGROUND:

On July 10, 2008, the Board of County Commissioners approved an agreement between Escambia County and the Florida Department of Children and Families. This agreement provided funding for the establishment of Forensic Mental Health Specialist position within Community Corrections in the Pre-Trial Release Program to provide services to the criminal justice system.

BUDGETARY IMPACT:

This contract is a fixed-rate contract for a total amount of \$141,078.00, based on a monthly rate of \$3,816.50. This funding is provided by the State 100%.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract amendment has been reviewed by Kristen Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

This contract provides funding from the State for one (1) Forensic Mental Health Specialist position.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by Escambia County Community Corrections, Pre-Trial Release Program.

Attachments

AH102:Amend003

12/6/2012

To Be Ratified

DEPARTMENT OF CHILDREN AND FAMILIES
AND
Escambia County Board of County Commissioners

Contract AH102 Amendment #003

THIS Amendment, to contract AH102, entered on June 28, 2011 for the Period of July 1, 2011 to June 30, 2014, by and between the Florida Department of Children and Families hereinafter referred to as the "Department" and Escambia County Board of County Commissioners, hereinafter referred to as the "Provider" amends contract said contract effective November 19, 2012 or on the date which the amendment has been signed by both parties, whichever is later.

This amendment accomplishes the following:

- Revises Standard Contract total dollar amount
- Revise Exhibit B, Method of Payment
- Revises Exhibit G FY 2012-2013

1. Page 6, Revision #1, Standard Contract, Section II.A., Contract Amount line 1, "\$142,920.00" as previously amended through contract renewal on 6/28/2011, is hereby deleted and inserts "\$141,078.00" in lieu thereof.

2. Page 22, Exhibit B, Method of Payment, section 1.a., as previously amended on page 1 of amendment #2 (original contract AH401) is hereby deleted in its entirety and the following is inserted in lieu thereof.

"a. This is a fixed price (unit cost) contract. The department shall pay the provider for the delivery of authorized services specified in **Exhibit G, Services to Be Provided**, in accordance with the terms and conditions of this contract for a total dollar amount not to exceed \$141,078.00, subject to the availability of funds.

FY 2011-2012	\$47,640.00
FY 2012-2013	\$45,798.00
FY 2013-2014	\$47,640.00"

3. Page 40, Revision #2, Exhibit G, State Funding by Program & Activity for Fiscal Year 2012-2013 as previously amended on page 1, Amendment #001, is hereby deleted in its entirety and page 40, Revision #3, Exhibit G, State Funding by Program & Activity for Fiscal Year 2012-2013 is inserted in lieu thereof and attached hereto.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changes to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this three (3) page Amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES

SIGNED BY: Lumon J. May SIGNED BY: _____

NAME: ~~Gene M. Valentino~~ NAME: Vicki Abrams
Lumon J. May

TITLE: ~~Chairman of the Board~~ TITLE: Northwest Regional Managing Director
Vice Chairman

DATE: November 26, 2012 DATE: _____

FEDERAL ID NUMBER: VF59-6000598



ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BY: Ernie Lee Magaha
DEPUTY CLERK

This document approved as to form
and legal sufficiency

By [Signature]

Title _____

Date 11/26/12

**EXHIBIT G
SERVICES TO BE PROVIDED**

Client Specific
Performance Contract
SAMH Services Program

Provider Name: Escambia County Board of County Commissioners

Contract No. AH102

Date: 10/26/2012

Amendment #003

Activity / Cost Center 1	TANF? X=Yes	Unit of Measure 2	Unit Rate 3	Non-TANF Funds 4
FY 2011-2012				
Mental Health Pre-Trial Release Officer		1 Month	\$ 3,970.00	\$ 47,640.00
FY 2011-2012 Total				\$ 47,640.00
FY 2012-2013				
Mental Health Pre-Trial Release Officer		1 Month	\$ 3,816.50	\$ 45,798.00
FY 2012-2013 Total				\$ 45,798.00
FY 2013-2014				
Mental Health Pre-Trial Release Officer		1 Month	\$ 3,970.00	\$ 47,640.00
FY 2013-2014 Total				\$ 47,640.00
Subtotals			Non-TANF	\$141,078.00
			TANF	
Total Contract Amount				\$141,078.00

12/6/2012

DOCUMENTATION OF NEGOTIATION

CONTRACT NUMBER: AH102 AMENDMENT #: 003

NAME OF PROVIDER: Escambia County Board of County Commissioners

SERVICE(s) TO BE PROVIDED: Forensic Mental Health Specialist

METHOD OF PAYMENT: Circle Method(s)

Fixed Rate Cost Reimbursement Unit Rate Advance Cost Plus

Procurement History:

This contract was originally effective December 26, 2006 in order to establish a Forensic Pre-Trial Diversion program in Escambia County. The program has been successful and continues to involve other members of the judicial system as well as community members. This provider is exempt as a governmental agency.

Provider History:

This Provider has been contracted with the Department of Children and Families SAMH Program since December of 2006. The Pre-Trial Release Program in Escambia County has operated successfully for a number of years and the original contract established the Mental Health Diversion portion of the program. This contract enables the Mental Health Pre-Trial Release program to continue in Escambia County.

This Provider is well established in the delivery of Pre-Trial Release Services. The Escambia County Board of County Commissioner's affiliation with all other county operated services, including the State Attorney's Office, the Public Defenders Office, the County Jail and the Department of Community Corrections places them in a uniquely qualified position to provide Forensic Mental Health/Pre-Trial Release Services in Escambia County.

Negotiation Meetings:

None Required. See Negotiation Summary.

Negotiation Summary

Gordon Pike, Escambia County Department Director for Corrections was notified on 6/26/2012 of changes to allocations for the FY 2012-2013 Approved Operating Budget (AOB). These changes identified decreases to the contract budget for fiscal year 2012-2013.

Performance Standards

Escambia County Board of County Commissioners will serve a minimum of sixty (60) forensic clients for each fiscal year in the contract period.

Do Be Ratified

Budget and Rates:

The Annual funding for Fiscal Year 2012-2013 has been decreased by \$1,842.00 to a fiscal year amount of \$45,798.00 from the previous amount of \$47,640.00. The total amended contract is now \$141,078.00.

Other:

N/A

PROVIDER:
ESCAMBIA BOARD OF COUNTY
COMMISSIONERS

FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES

SIGNED BY: *Gene M. Valentino*

SIGNED BY: _____

NAME: Gene M. Valentino
Lumon J. May

NAME: Freda Lacey

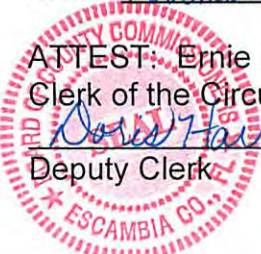
TITLE: Chairman
Vice Chairman

TITLE: Contract Manager

DATE: November 26, 2012

DATE: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court
David Harris
Deputy Clerk



*Authorized Provider Representative

Date Ratified

This document approved as to form
and legal sufficiency

By *[Signature]*

Title _____

Date 11/26/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3597

County Administrator's Report 16. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/06/2012

Issue: Acquisition of Property for a Public Boat Ramp Facility on Mobile Highway

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property for a Public Boat Ramp Facility on Mobile Highway – 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 located at 11794 Mobile Highway (approximately 0.52 acres), from Ricky and Traci Herndon, for a public boat ramp facility on Perdido River:

A. Authorize the purchase of a parcel of real property located at 11794 Mobile Highway (approximately 0.52 acres) for the appraised value of \$165,000, from Ricky and Traci Herndon, with the owner retaining and removing the structure from the property and subject to 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 parcel of real property located at 11794 Mobile Highway (approximately 0.52 acres);

C. Approve the waiver of any objection to Exemption 9 in Schedule B-II of the title commitment regarding the Florida Department Transportation right-of-way on Mobile Highway; 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, Object Code 56101, Project 08NE0018, "Boat Ramps"]

Meeting in regular session on June 2, 2011, the Board approved the Recommendation to authorize staff to make an offer to Ricky and Traci Herndon to purchase their property located at 11794 Mobile Highway (approximately 0.52 acres). Staff entered into negotiations with Ricky and Traci Herndon to acquire their property, and they are amendable to accepting the appraised amount of \$165,000.

The appraisal, dated November 23, 2010, was performed by Asmar Appraisal Company, Inc., and was based on Deeds of record and existing surveys. Subsequent to the Board action of June 2, 2011, staff discovered that the Florida Department of Transportation (FDOT) owned

more right-of-way abutting the property than was originally apparent. In effect, this discovery lessened the amount of square footage the County would need to acquire. Staff requested an opinion from Asmar Appraisal Company, Inc., as to what impact the reduced square footage would make on the appraisals. Mr. Asmar indicated that the exclusion of the right-of-way is expected to have a modest negative impact on the overall value of the parcel. FDOT has indicated that they will convey the adjacent right-of-way on this property upon County acquisition.

Staff prepared, and the property owners agreed to a Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval, and the owners (sellers) are responsible for documentary stamps. Staff is requesting Board approval of this acquisition and Contract for Sale and Purchase.

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Improvements planned at the Perdido River Ramp are currently funded by a Grant from National Resource Damage Assessment (NRDA); further improvements to Perdido River Ramp in the future will require subsequent Grant funding or future LOST funds.

BACKGROUND:

Meeting in regular session on June 2, 2011, the Board approved the recommendation to authorize staff to make an offer to Ricky and Traci Herndon to purchase their property located at 11794 Mobile Highway (approximately 0.52 acres). Staff entered into negotiations with Ricky and Traci Herndon to acquire their property and they are amendable to accepting the appraised amount of \$165,000.00.

The appraisal, dated November 23, 2010, was performed by Asmar Appraisal Company, and was based on deeds of record and existing surveys. Subsequent to the Board action of June 2, 2011, staff discovered that Florida Department of Transportation (FDOT) owned more right-of-way abutting the property than was originally apparent. In effect, this discovery lessened the amount of square footage the County would be need to acquire. Staff requested an opinion from Asmar Appraisal Company as to what impact the reduced square footage would make on the appraisals. Mr. Asmar indicated that the exclusion of the right-of-way is expected to have a modest negative impact on the overall value of the parcel. FDOT has indicated that they will convey the adjacent right-of-way on this property upon County acquisition.

Staff prepared, and the property owners agreed to a Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval, and the owners (sellers) are responsible for documentary stamps. Staff is requesting Board approval of this acquisition and of the Contract for Sale and Purchase.

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Improvements planned at the Perdido River Ramp are currently funded by a Grant from National Resource Damage Assessment (NRDA); further improvements to Perdido River Ramp in the future will require subsequent Grant funding or future LOST funds.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Object Code 56101, Project 08NE0018 "Boat Ramps."

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 November 26, 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 Code of Ordinances.

Attachments

Contract for Sale and Purchase

Parcel Information

BCC action / 6-2-2011

Asmar Appraisal

Aerial View Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between RICKY HERNDON and TRACI HERNDON, husband and wife, whose address is 8190 Belle Pines Lane, Pensacola, FL 32526 ("Seller," which term shall include the masculine and feminine, singular and plural), 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 One Hundred and Sixty Five Thousand Dollars (\$165,000.00), 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. **REMOVAL OF STRUCTURES.** Seller shall have the option of removing the residential structures on the Property within 60 days after closing. The parties acknowledge that this option was requested by Seller for Seller's benefit. This option shall expire if Seller fails to remove the residential structures within 60 days after closing. Upon expiration of this option, Seller shall relinquish any claim to or interest in the structures remaining on the Property, and all right, title and interest in the structures shall vest with Buyer. Removal of the residential structures shall be at Seller's sole expense. In connection with removing the residential structures, Seller shall also, at Seller's expense and to the reasonable satisfaction of the County, restore and grade the area consistent with surrounding area, disconnect and remove all electrical, telephone, and other utility service lines, and remove and cap below grade all exposed potable water and sanitary sewer piping. Disconnection, removal, and capping of all utility service lines shall be performed by an authorized agent of the utility service provider or a contractor licensed in the State of Florida to perform such services.

a. **INSURANCE REQUIREMENTS.**

Prior to closing, Seller shall procure and maintain the following described insurance. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is preferred; however, other "Secure Best Ratings" may be considered in Buyer's sole discretion. Such policies shall provide coverage for any or all claims that may arise out of, or result from, the services, work and operations carried out pursuant to and under the provisions of this Contract, whether such

services, work and operations be by Seller, their employees, contractors or subcontractors, or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable. These insurance requirements shall not limit the liability of Seller. Buyer does not represent these types or amounts of insurance to be sufficient or adequate to protect Seller's interests or liabilities, but are merely minimums. Except for workers' compensation and professional liability, Seller's insurance policies shall be endorsed to name Buyer as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by Seller's acts or omissions, or the acts or omissions of those acting on Seller's behalf, in the performance of Seller's option under the Contract to remove the residential structures. Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage. Insurance required of Seller or any other insurance of Seller shall be considered primary, and insurance of Buyer shall be considered excess.

Commercial General Liability Coverage - Occurrence Form Required

Commercial General Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employer's liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

Automobile Coverage

Automobile Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.

Workers' Compensation Coverage

Workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident/\$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with the provisions of Florida Workers' Compensation law.

b. EVIDENCE/CERTIFICATES OF INSURANCE.

Prior to closing, Seller shall provide the required insurance documented in Certificates of Insurance that reflect Buyer as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Buyer at least 30 days

in advance notice of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to Buyer at least 30 days prior to coverage renewals. If requested by Buyer, Seller shall furnish complete copies of Seller's insurance policies, forms and endorsements. Receipt of certificates or other documentation of insurance or policies or copies of policies by Buyer, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Seller's obligation to fulfill the insurance requirements.

c. INDEMNIFICATION.

Seller agrees to save harmless, indemnify, release and defend Buyer, its Board of County Commissioners, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the exercise or expiration of Seller's option to remove the residential structure from the Property under this Contract or by any person, firm or corporation to whom any portion of the work is contracted by Seller or resulting from the use by Seller, or by any one for whom Seller is legally liable, of any property of the Buyer. Seller's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Seller agrees to pay on behalf of Buyer, as well as provide a legal defense for the Buyer, both of which will be done only if and when requested by the Buyer, for all claims made. Such payment on the behalf of Buyer shall be in addition to any and all other legal remedies available to Buyer and shall not be considered to be Buyer's exclusive remedy.

5. **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.

6. **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 represents 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's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

7. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); 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).

8. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

9. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by 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.

10. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

11. **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 one hundred twenty (120) 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.

12. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

13. **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.

14. **ATTORNEYS' FEES; COSTS.** Except as provided in Section 4, each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

15. **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.

16. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

17. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

18. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

19. **OTHER AGREEMENTS.** 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.

20. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:

Ricky Herndon
8190 Belle Pines Lane
Pensacola, FL 32526

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Traci Herndon
8190 Belle Pines Lane
Pensacola, FL 32526

21. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

22. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

23. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Section 5 shall apply.

24. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are *not readily* observable by Buyer or that have not been disclosed to Buyer.

25. 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.

26. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

27. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

28. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees 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

Gene M. Valentino, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Nov. 26, 2012

Sonya Anderson
Witness
Sonya Anderson
Print Name
Jennifer Wingate
Witness
Jennifer Wingate
Print Name

SELLER:

Ricky Herndon
RICKY HERNDON

Date: 10-16-12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of Oct., 2012, by Ricky Herndon. He () is personally known to me, () produced current _____ as identification.



Cindy L McMann
Signature of Notary Public
Cindy L McMann
Printed Name of Notary Public

Sonya Anderson
Witness
Sonya Anderson
Print Name
Jennifer Wingate
Witness
Jennifer Wingate
Print Name

SELLER:

Traci Herndon
TRACI HERNDON

Date: 10/16/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of Oct., 2012, by Traci Herndon She () is personally known to me, () produced current _____ as identification.



Cindy L McMann
Signature of Notary Public
Cindy L McMann
Printed Name of Notary Public

EXHIBIT "A"

COMMENCING AT THE S.E. CORNER OF LOT 7, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7 FOR 820.43 FEET, THENCE NORTH FOR 94.32 FEET, THENCE SOUTH 86° 51' 00" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 10 FOR 150.00' AND POINT OF BEGINNING; THENCE NORTH 03° 09' 00" WEST FOR 277.60' TO THE WATERS EDGE OF PERDIDO RIVER, HEREAFTER DESIGNATED POINT "A"; THENCE FROM THE BEGINNING POINT RUN SOUTH 86° 51' 00" WEST FOR 110.00' TO AN IRON ROD AND CAP; THENCE NORTH 15° 08' 16" EAST FOR 180.00' TO AN IRON ROD AND CAP; THENCE NORTH 08° 33' 49" WEST FOR 107.35' TO THE WATERS EDGE OF PERDIDO RIVER; THENCE EASTERLY ALONG THE MEANDERINGS OF SAID WATERS EDGE TO POINT "A" AND THE TERMINUS OF THIS DESCRIPTION.

Parcel Identification Number: 10-1S-32-7004-000-022

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	101S327004000022
Account:	102454000
Owners:	HERNDON RICKY & TRACI
Mail:	8190 BELLE PINES LN PENSACOLA, FL 32526
Situs:	11794 MOBILE HWY 32526
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
Improvements:	\$46,779
Land:	\$14,962
Total:	\$61,741
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2006	6034	26	\$100,000	WD	View Instr
09/2006	5984	931	\$100	QC	View Instr
06/2004	5438	798	\$100,000	WD	View Instr
08/2000	4598	1158	\$85,000	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions	
None	
Legal Description	<input type="checkbox"/>
BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 3 DEG 9 MIN W 94 32/100 FT TO N R/W LI OF...	
Extra Features	<input type="checkbox"/>
None	

Parcel Information

[Restore Map](#)

[Get Map Image](#)

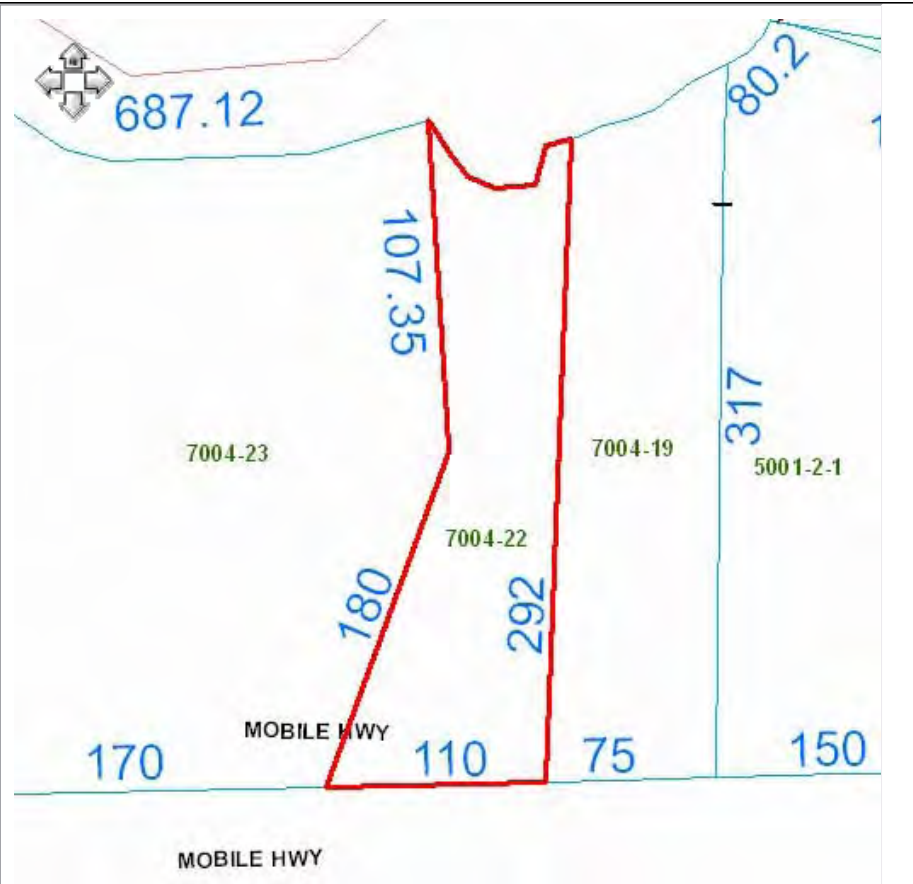
[Launch Interactive Map](#)

Section Map Id:

[10-1S-32](#)

Approx. Acreage:
0.5200

Zoned:
[R-R](#)



Buildings	
Building 1 - Address: 11794 MOBILE HWY, Year Built: 1976, Effective Year: 1986	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION-PILINGS EXTERIOR WALL-SIDING-SHT.AVG. NO. PLUMBING FIXTURES-3.00 DWELLING UNITS-1.00 ROOF FRAMING-GABL/HIP COMBO ROOF COVER-METAL/MODULAR INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-CARPET NO. STORIES-1.00 FLOOR COVER-VINYL/CORK DECOR/MILLWORK-ABOVE AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME</p> <div style="border: 1px solid black; padding: 2px;">Areas - 1152 Total SF</div> <p>BASE AREA - 864 OPEN PORCH FIN - 192 WOOD DECK FIN - 96</p>	
Images	



05/06/03



05/06/03

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

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Herndon Property 

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and failed 3-2, with Commissioner Robinson and Commissioner Young voting “no” (*supermajority vote required*), to take the following action concerning the acquisition of a parcel of real property, located at 11794 Mobile Highway, owned by Ricky and Traci Herndon”) (meeting in regular session on April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, and authorized staff to initiate the purchase process for a parcel of real property to facilitate the installation of a boat ramp; the subject parcel is waterfront property, consisting of 0.52 acre, with approximately 70 feet of frontage along Perdido River, with a residential structure consisting of approximately 1,100 square feet) (Funding Source: Fund 352, Local Option Sales Tax III, Account 220102/56101, Project 08NE0018, “Boat Ramps”):

- A. Rescind the Board’s action of April 21, 2011, approving to accept the appraisals and allow the individuals to keep the residences on the property and move forward (*with*) making an offer, relative to the recommendation that the Board:
 - (1) Authorize staff to make an offer to Ricky and Traci Herndon to purchase a parcel of real property (0.52 acre, with a residential structure consisting of approximately 1,100 square feet), for the appraised amount of \$165,000; and
 - (2) Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property;
- B. Authorize staff to make an offer to purchase the property for \$181,500, which is 10% above the appraised amount of \$165,000;
- C. Approve requiring the owners to respond within 30 days from the date of the counteroffer, pay closing costs of documentary stamps, and relocate the residential structure from the property within 120 days from the effective date of a sales contract, subject to Legal sign-off; and

(Continued on Page 28)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued...

- D. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property.

Speaker(s):

Eilene Beard

2. BP Oil Grant 

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 4-1, with Commissioner Young voting "no," taking the following action concerning Supplemental Budget Amendment #196 – BP Oil Grant:

- A. Adopting the Resolution (*R2011-85*) approving Supplemental Budget Amendment #196, Tourist Promotion Fund (108), in the amount of \$4,384,830.00, recognizing proceeds from a BP Grant and appropriating these funds for tourism activities;
- B. Approving the following allocations, as recommended by the Tourist Development Council:

DeLuna Fest – \$546,342.50

MWP Pensacola Events (Memorial Day Events) – \$36,000.00

City of Pensacola Community Redevelopment Agency (Pelican Drop) – \$25,000.00

Pensacola Mardi Gras – \$120,000.00

Pensacola Big Game Fishing Club – \$6,000.00

Fiesta of Five Flags (Seafood Festival) – \$16,000.00

Pensacola Beach Chamber of Commerce (Taste of the Beach) – \$26,000.00

Pensacola Songwriters' Festival – \$25,000.00

Pensacola Area Chamber of Commerce – \$2,463,699.00

Perdido Key Chamber of Commerce – \$940,084.75

Pensacola Sports Association – \$180,703.75

- C. Approving the necessary Miscellaneous Appropriations Agreements, Interlocal Agreements, and Purchase Orders, subject to Legal sign-off; and

(Continued on Page 29)

SUMMARY APPRAISAL REPORT
SINGLE FAMILY RESIDENTIAL PROPERTY
OWNED BY RICKY AND TRACI HERNDON
11794 MOBILE HIGHWAY
PENSACOLA, FLORIDA

PREPARED FOR
MR. LARRY GOODWIN
ESCAMBIA COUNTY NEIGHBORHOOD REDEVELOPMENT DEPT.
1190 WEST LEONARD STREET
PENSACOLA, FLORIDA 32501

BY
ASMAR APPRAISAL COMPANY, INC.
3 WEST GARDEN STREET, SUITE 504
PENSACOLA, FLORIDA 32502

ASMAR APPRAISAL COMPANY, INC.



Joel J. Asmar, MAI
State Certified General Appraiser RZ1565

APPRAISERS · CONSULTANTS

3 WEST GARDEN STREET, SUITE 504
PENSACOLA, FLORIDA 32502

Telephone (850) 433-7631
Fax (850) 433-7632

November 23, 2010

Mr. Larry Goodwin
Escambia County Neighborhood Redevelopment Dept.
1190 West Leonard Street
Pensacola, Florida 32501

Re: Appraisal of
Single Family Residential Property
Owned by Ricky and Traci Herndon
11794 Mobile Highway
Pensacola, Florida
AAC Job No. 10-1743b

Dear Mr. Goodwin:

I have made an inspection of the referenced property for the purpose of providing an opinion of the market value of the fee simple interest as of a current date. Based on the information provided, my inspection and valuation analysis, it is my opinion that the market value of the property in fee simple estate as of November 17, 2010, is:

**MARKET VALUE OPINION – FEE SIMPLE INTEREST
ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS
(\$165,000)**

This is a summary appraisal report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the work file.

This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan.


Mr. Larry Goodwin, Escambia County

November 23, 2010

I estimate a reasonable marketing period at 12 to 18 months. This estimate is based on my review of sales of similar properties within the same market area.

I appreciate the opportunity to perform this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



Joel J. Asmar, MAI
State-Certified General Appraiser
Florida RZ1565

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Single Family Residential Property
CURRENT OWNERSHIP:	Ricky and Traci Herndon
LOCATION OF PROPERTY:	The property is located on the north side of Mobile Highway approximately 225' west of Ruby Fish Camp Road. The property address is 11794 Mobile Highway, Pensacola, Florida.
PURPOSE OF APPRAISAL:	The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a current date.
PROPERTY RIGHTS APPRAISED:	Fee simple ownership rights.
DATE OF REPORT:	November 23, 2010
DATE OF VALUATION:	November 17, 2010
ASSESSMENT:	The 2010 assessment is \$61,741.
ZONING CLASSIFICATION:	R-R, Rural Residential District.
SITE AREA & DIMENSIONS:	The appraised property consists of an irregular shaped tract with 110' of frontage on the service road adjacent to Mobile Highway with an approximate average depth of 290'. The property has 64' of effective frontage along the Perdido River. The gross site area is estimated to be 0.52 acres per the tax rolls.
IMPROVEMENT DATA:	The property is improved with a two bedroom, one bathroom single-family residence that was originally constructed in 1976. The residence has a gross living area of approximately 864 SF and features 864 SF of carport area, a covered deck and wood dock. It was recently refurbished on the interior and exterior with the effective age reduced to seven years and the condition rated as very good.
HIGHEST AND BEST USE:	Single Family Residence
FINAL VALUE OPINION:	\$165,000
HYPOTHETICAL CONDITIONS AND/OR SPECIAL ASSUMPTIONS:	None.

IDENTIFICATION OF REPORT FORMAT

This is a summary appraisal report that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the appraiser's work file.

APPRAISAL PREPARED FOR

Mr. Larry Goodwin

Escambia County Neighborhood Redevelopment Department

1190 West Leonard Street

Pensacola, Florida 32501

PURPOSE OF APPRAISAL

The purpose of this appraisal is to provide an opinion of market value of the fee simple interest in the property as of a current date.

INTENDED USE AND FUNCTION OF APPRAISAL

It is my understanding this appraisal shall serve as a valuation guideline for potential acquisition for future use as a public boat ramp facility.

DATE OF REPORT

November 23, 2010

PROPERTY IDENTIFICATION

The appraised property consists of a single family residential property with frontage on the Perdido River.

LOCATION

The property is located on the north side of Mobile Highway approximately 225' west of Ruby Fish Camp Road. The property address is 11794 Mobile Highway, Pensacola, Florida.

OWNERSHIP OF RECORD

The Escambia County tax rolls indicate the ownership of the property is presently vested with the following individuals:

Ricky and Traci Herndon
8190 Belle Pines Lane
Pensacola, Florida 32526

DATE OF INSPECTION

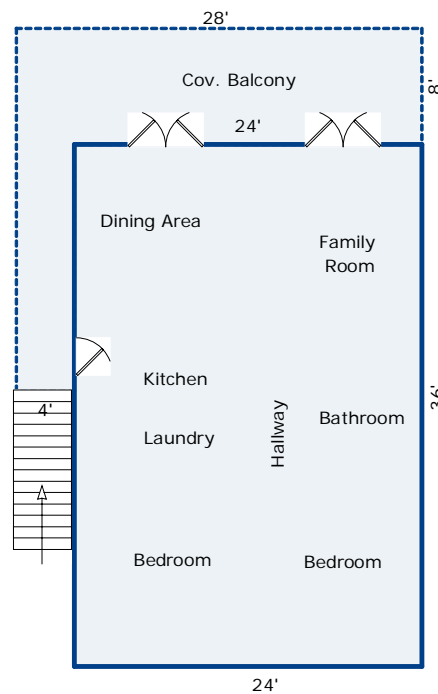
The property was inspected by Joel Asmar, MAI on November 17, 2010. This inspection included the interior and exterior of the residence and the surrounding site.

IMPROVEMENT DATA

General Description: The property is improved with an off-grade dwelling that was constructed in 1976. The structure was apparently damaged in a prior hurricane with the current owners reportedly making extensive repairs after acquisition in 2006. The residence presently serves as the owner's office. However, the structure is designed for residential use. It has two bedrooms and one bathroom. The structure is placed near the center of the site and features a gravel driveway that extends to the service road for Mobile Highway.

Dimensions & Living Area: The residence has a rectangular configuration with exterior dimensions of 24' x 36' and a gross living area of 864 SF. It is constructed off grade with stacked concrete blocks piers providing approximately 7' to 8' in elevation. The exterior stairwell is placed along the west elevation. This stairwell leads to a large balcony area (predominately covered). The balcony encompasses 292 SF with the area below the structure consists of 1,144 SF of open carport/storage area.

Floor Plan: The floor plan is divided with a family room, kitchen, dining area, two bedrooms and one bathroom. The kitchen and dining area is assessed immediately upon entry. The floor plan is open in the north section with two sets of french doors leading to the 8' covered balcony. A hallway leads to the one restroom and two bedrooms which are located in the south section of the residence. A sketch of the residence is included below as a visual aid to the reader.



Exterior Specifications: The dwelling is constructed off-grade with masonry piers. It is a wood frame structure (class “D” construction) with vinyl exterior siding. The gable style roof is constructed of enameled 5-V crimp metal panels over plywood decking and frame trusses. The windows are double pane with vinyl coated aluminum frames. Exterior doors are metal/glass with the rear french doors having integrated blinds.

Interior Specifications: Painted sheetrock walls (8’ height), a mixture of carpeting and 10” ceramic tile flooring, painted/textured sheetrock ceiling, numerous ceiling fans, incandescent/fluorescent light fixtures, central heat and air, laminate cabinets, brick kitchen countertops (grout not installed), refrigerator, and a Kohler enameled double basin sink. The laundry room has washer/dryer hookups. The interior doors are two-panel hollow core masonite. The bathroom has a fiberglass tub/shower unit and a single vanity.

Condition: The condition is rated as very good. Minimal deferred maintenance was evident. The structure has been completely refurbished on the interior and exterior. The exterior has recent vinyl siding, a new metal roof and doors and windows. The interior finish also appears to be recently installed.

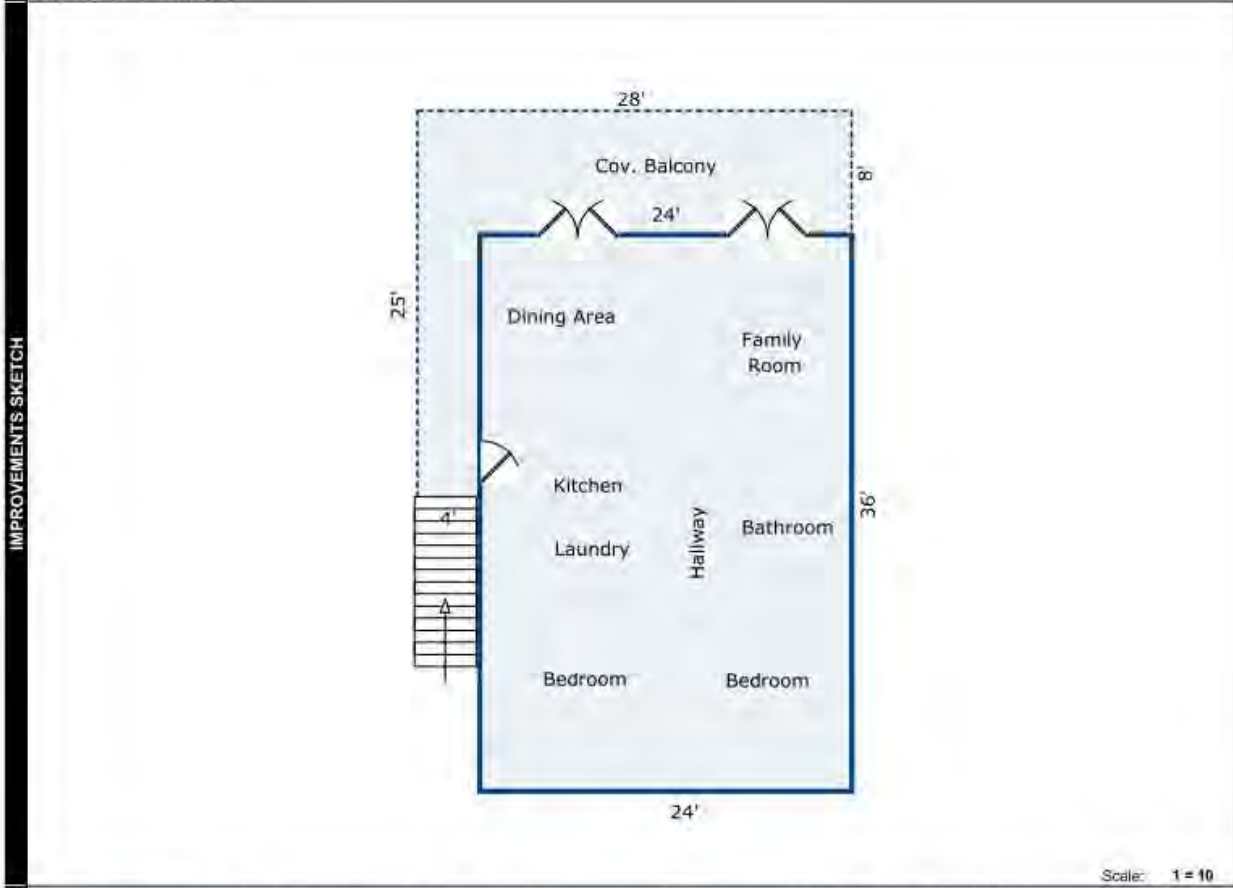
Actual/Effective Age: The residence was constructed in 1976 per the tax rolls. However, the structure has been extensively refurbished and I estimate an effective age of seven years.

Site/Ancillary Improvements: Site improvements include a gravel driveway, mature landscaping (sod and shrubs), covered balcony, large carport/storage area, and a wood dock.

IMPROVEMENT SKETCH

File No. 10-1743b

SUBJECT	Property Address: 11794 Mobile Highway
	City Pensacola County Escambia State FL Zip
	Borrower
	Lender/Client Escambia County
	Appraiser Name Joel Asmar



AREA CALCULATIONS

AREA CALCULATIONS SUMMARY				LIVING AREA BREAKDOWN		
Code	Description	Net Size	Net Totals	Breakdown		Subtotals
GLA1	First Floor	864.00	864.00	First Floor		864.00
P/P	Wood Deck	292.00	292.00	24.00 x 36.00		
Net LIVABLE Area		(rounded)	864	1 Item	(rounded)	864

Lot Size: The subject has a gross site area of 0.52 acres and is being compared to properties that vary from 0.35 to 0.69 acres. The comparables are rated reasonably similar for this factor with no adjustment necessary.

Waterfrontage: The subject has 64' of effective frontage on a wide segment of the Perdido River. Most of the comparables have similar quality waterfrontage on various bayous, canals or rivers. Improved Sale 3 has frontage on a narrow canal with the view amenity rated inferior with a +10,000 adjustment applied. Improved Sale 4 has frontage on a deep water bayou and is adjusted by -\$15,000.

Construction Quality: The subject has average quality construction features with Improved Sales 1, 2 and 4 rated as similar. Improved Sale 3 and Improved Listing 5 have higher quality rating and are adjusted by -\$5,000 to -\$10,000.

Effective Age: The subject has an effective age of 7 years. The comparables have effective ages of 15 to 20 years. The adjustments applied are based on a \$1,000 per year depreciation allowance.

Condition: The subject is in very good condition. All of the comparables are in average condition with +\$10,000 adjustments applied.

Gross Living Area: The subject dwelling contains 864 SF. The comparables vary from 1,017 SF to 1,840 SF. The amount of adjustment is based on a unit value of \$40 per SF applied to the differences in living areas.

Bedroom/Bath Count: The subject has two bedrooms and one bathroom. All of the comparables are rated reasonably similar for this comparison factor and no adjustment is applied.

Parking: The subject has an oversized two car carport. Improved Sales 1 through 4 have one or two car garages and are adjusted by -\$1,000 to -\$3,000. Improved Listing 5 has open driveway parking and is adjusted by +\$2,000.

Exterior Amenities: The subject has a covered balcony and a wood dock. Improved Sales 1, 3, 4 and Improved Listing 5 feature superior amenities and are adjusted by -\$2,000 to -\$5,000. The higher adjustments were applied to properties with boat houses.

RECONCILIATION AND FINAL VALUE OPINION

The comparables represent four recent purchases and one current offering of waterfront single-family residential dwellings in the general area. The comparables indicate an adjusted value range of \$148,000 to \$195,910. The high indicator is from Improved Listing 5 with secondary weight accorded to this indication due to its active status. The four closed sales support the valuation range of \$148,000 to \$174,000 with three of the sales supportive of the middle to upper range. After reviewing the comparable sales, I have reconciled to a final opinion of \$165,000 as of November 17, 2010.

FINAL VALUE OPINION – FEE SIMPLE INTEREST

ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS

(\$165,000)



Chris Jones

Escambia County Property Appraiser

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

[Back](#)

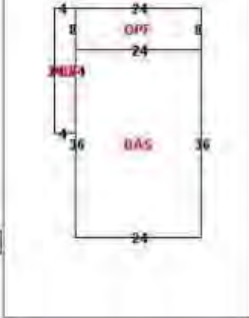


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 Account |
 Reference

[Printer Friendly Version](#)

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Buildings	
Building 1 - Address:11794 MOBILE HWY, Year Built: 1976, Effective Year: 1986	
Structural Elements	
FOUNDATION - PILINGS	
EXTERIOR WALL - SIDING - SHT. AVG.	
NO. PLUMBING FIXTURES - 3.00	
DWELLING UNITS - 1.00	
ROOF FRAMING - GABL/HIP COMBO	
ROOF COVER - METAL/MODULAR	
INTERIOR WALL - DRYWALL - PLASTER	
FLOOR COVER - CARPET	
NO. STORIES - 1.00	
FLOOR COVER - VINYL/CORK	
DECOR/MILLWORK - ABOVE AVERAGE	
HEAT/AIR - CENTRAL H/AC	
STRUCTURAL FRAME - WOOD FRAME	
Areas - 1152 Total SF	
BASE AREA - 864	
OPEN PORCH FIN - 192	
WOOD DECK FIN - 96	
	
Images	
	

05/06/03

05/06/03

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

10/20/2010 10:00:00 AM

HERNDON PROPERTY @ 11794 MOBILE HIGHWAY / PROPOSED ACQUISITION



ESCAMBIA COUNTY
PUBLIC WORKS BUREAU
LWG 11/12/10 DISTRICT 1

**PARCEL OWNED BY RICKI & TRACI HERNDON / PARCEL REFERENCE NUMBER:
10-1S-32-7004-000-022 / ACCOUNT # 102454000 / PROPERTY CONSISTS OF
APPROXIMATELY 0.52 ACRES / APPRAISED VALUE: \$165,000**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3587

County Administrator's Report 16. 1.

BCC Regular Meeting

Discussion

Meeting Date: 12/06/2012

Issue: Chairman's 2012/2013 Annual Appointments to Boards and Committees

From: Larry Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Chairman's 2012/2013 Annual Appointments to Boards and Committees - Larry M. Newsom, Acting County Administrator

That the Board confirm Chairman Gene M. Valentino's 2012/2013 annual appointments to Boards and Committees on which Commissioners serve, as submitted, effective December 6, 2012.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I, B1, Appointment Policy Procedures, requires confirmation by the Board of all appointments to Boards and Committees on which Commissioners serve.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Chairman's Appointments to Boards and Committees

BOARDS AND COMMITTEES ON WHICH COMMISSIONERS SERVE
2012-2013 ANNUAL APPOINTMENTS MADE BY CHAIRMAN GENE M. VALENTINO

BOARDS/COMMITTEES

Area Agency on Aging (1) – Comr. Robertson

Area Housing Commission (1) – Marie Young (2012-2015) (Ch. 421, F.S. – 4 YEAR TERMS) (According to F.S. and the Special Act Relating to the Area Housing Commission, Marie Young can continue to serve as the Board's appointee, even when she is no longer an elected official)

Bay Area Chamber of Commerce Board of Directors (1) – Comr. Valentino
(Note: The Chamber Bylaws Require the Chairman or Chairman's Designee Serve on this Board.)

Bay Area Resource Council (2) – Comr. Robinson & Comr. Barry

Community Action Program Committee, Inc. – Appointee to Be Determined
(Note: Appointments to this Committee are made by Community Action, not by BCC Chairman.)

Community Drug & Alcohol Commission (1) – Comr. May

Community Enterprise Investments, Inc. (1) – Comr. May

Council on Aging (1) – Appointee to Be Determined
(Note: Appointments to this Committee are for two years and are made by Council on Aging, not by BCC Chairman. The Commissioner appointment will be made by the Council on Aging at their Annual Meeting on December 13, 2012.)

Downtown Improvement Board (1) – Comr. Barry

Early Learning Council (1) – Comr. Robinson

Extension Council-Escambia County (1) – Comr. Barry

Florida-Alabama Transportation Planning Organization (All 5 Commissioners)
(Note: Formerly Transportation Planning Organization/Metropolitan Planning Organization)

Investment Advisory Committee (1) – Comr. Barry
(Note: Originally filled by the Finance Committee Chairman. Since elimination of the Finance Committee, this appointment was added to this list.)

Juvenile Justice Council (1) – Comr. Robinson
(Note: Chairman or Designee)

Military Affairs Committee (1) – Comr. Barry

Northwest Florida Oil Impact Coalition – (1) Comr. Robinson (Serves as Chairman of this Coalition, with term to run concurrent with his term of office or until the Coalition sunsets, whichever occurs first)

Northwest Florida Regional Transportation Planning Organization (3) – Comr. Robinson (2014), Comr. Valentino (2014), & **Appointee to Be Determined. (Note: The Florida-Alabama TPO Makes Appointments to this Organization – On January 18, 2012, an amendment was made to the Northwest Florida Regional TPO's bylaws allowing members to serve through the duration of their elected office. At their December 12, 2012, Meeting the Florida-Alabama TPO will address a replacement for the seat vacated by Comr. White.)**

Pensacola-Escambia Development Commission (2) – Comr. Barry (2013-2015) & Comr. Robertson (2012-2014) **(Note: Each Commissioner is appointed for staggered two-year terms.)**

Public Safety Coordinating Council-Escambia County (1) – Comr. Robinson

Resource, Conservation & Development Council (1) – Comr. Barry

Tourism Administration & Convention Committee (1) – Comr. Robertson

Tourist Development Council (1) – Comr. Valentino

Value Adjustment Board (2) – Comr. Robinson & Comr. Barry **(Please Note: Section 194.015, F.S. Revised the Membership of the Board Effective 09/01/08)**

West Florida Regional Planning Council (2) – Comr. May & Comr. Robertson

(PREPARED 11/21/2012)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3603

County Attorney's Report 16. 1.

BCC Regular Meeting

Action

Meeting Date: 12/06/2012

Issue: MOA Between Escambia County, Emerald Coast Utilities Authority and the Deerfield Estates Homeowners' Association, Inc.

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of a Memorandum of Agreement Between Escambia County, Emerald Coast Utilities Authority, Inc., and the Deerfield Estates Homeowners' Association, Inc. Relating to the Sanitary Sewer System Improvement Project.

That the Board take the following action:

A. Approve the attached Memorandum of Agreement between Escambia County, Emerald Coast Utilities Authority, Inc., and the Deerfield Estates Homeowners' Association, Inc. related to the sanitary sewer collection system within the Deerfield Estates Subdivision and the lift station which services that system; and

B. Authorize the County to directly reimburse ECUA for all required fencing in an amount not to exceed \$8,500.

BACKGROUND:

At its meeting of July 12, 2012, the Board discussed and took action concerning the Deerfield Estates Subdivision Upgraded Sewer System Municipal Services Benefit Unit (MSBU). Resume attached. At its meeting August 9, 2012, the Board adopted Ordinance 2012-26 (copy attached) creating the Deerfield Estates Subdivision Sewage and Lift Station Improvement MSBU.

Emerald Coast Utilities Authority, Inc. and the Deerfield Estates Homeowners' Association, Inc. have both approved and signed off on the attached Memorandum of Agreement.

BUDGETARY IMPACT:

Funding Source for the Memorandum of Agreement: Fund 181 (Master Drainage Basin Funds) 210731/55201. The Board adopted Ordinance 2012-26 creating the Deerfield Estates Subdivision Sewage and Lift Station Improvement MSBU.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers has reviewed and approved the attached Memorandum of Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Memorandum of Agreement

Resume dated July 12, 2012

Ordinance 2012-26

MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA, EMERALD COAST UTILITIES AUTHORITY AND THE DEERFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC. RELATING TO THE SANITARY SEWER SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT is made on this ____ day of _____, 2012, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502; Emerald Coast Utilities Authority, a Local governmental body, corporate and politic of the State of Florida, (hereinafter "ECUA") with administrative offices at 9255 Sturdevant Street, Pensacola, Florida 32514; and Deerfield Estates Homeowners' Association, a not-for-profit corporation authorized to do business in the State of Florida (hereinafter "HOA") with a principal address of 4159 Erika Court, Pensacola, Florida 32526 (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, ECUA provides water and wastewater services in certain defined areas in Escambia County, Florida; and

WHEREAS, within the confines of Escambia County, Florida there exists a subdivision known as the Deerfield Estates Subdivision; and

WHEREAS, ECUA provides water service within the Deerfield Estates Subdivision and receives wastewater from that subdivision; and

WHEREAS, the collective owners of real property located within the Deerfield Estates Subdivision comprise the HOA; and

WHEREAS, the HOA owns, operates, and maintains various commonly owned facilities within the Deerfield Estates Subdivision, including but not necessarily limited to the sanitary sewer collection system within the Deerfield Estates Subdivision and the lift station which services that system; and

WHEREAS, the sanitary sewer lift station which services the sanitary sewer collection system within the Deerfield Estates Subdivision is located on real property owned by the County; and

WHEREAS, the sanitary sewer collection system and lift station which services the Deerfield Estates Subdivision is failing and in need of repair and replacement; and

WHEREAS, the sanitary sewer lift station servicing the Deerfield Estates Subdivision is undersized and insufficiently designed to handle the flow which it

receives; and

WHEREAS, the deficiencies and inadequacies of the Deerfield Estates Subdivision's sanitary sewer collection system and lift station have led to sewer overflows in the past; and

WHEREAS, the Parties recognize that such sewer overflows, which have occurred in the past and are highly likely to continue to occur, pose a real and substantial danger to the public health, safety, and welfare;

WHEREAS, the HOA has identified a need to make repairs to the existing sanitary sewer collection system and to construct a new sanitary sewer lift station facility; and

WHEREAS, the County, ECUA, and the HOA are working in partnership to repair the sanitary sewer collection system as well as to reengineer and reconstruct a sanitary sewer lift station facility in the Deerfield Estates Subdivision in order to protect the public health, safety, and welfare; and

WHEREAS, the County is willing to contribute the funds necessary to repair the sanitary sewer collection system as well as to reengineer and reconstruct a sanitary sewer lift station facility in the Deerfield Estates Subdivision; and

WHEREAS, ECUA has agreed to oversee and manage the repairs to the sanitary sewer collection system in the Deerfield Estates Subdivision as well as the construction of a new sanitary sewer lift station facility on the existing site at no cost to ECUA or its ratepayers; and

WHEREAS, the HOA expressly understands and accepts that although the County will provide the funds necessary for the Project, all costs associated with the improvements, including design and engineering costs, will be billed to all affected property owners within the Deerfield Estates Subdivision subsequent to adoption of an ordinance establishing the Deerfield Estates Subdivision's sewage and lift station improvement Municipal Services Benefit Unit (MSBU) and an accompanying MSBU special assessment; and

WHEREAS, the members of the HOA covenant and agree to pay assessments to provide for, among other things, the acquisition, improvement, construction, repair, and maintenance of a sanitary sewer collection system for the benefit of the Subdivision; and

WHEREAS, upon completion of the Project, the County shall convey and ECUA shall accept ownership of the real property on which the lift station is sited and any improvements on said property to ECUA; and

WHEREAS, upon completion of the Project, ECUA shall thereafter own, operate, and maintain the sanitary sewer collection system and lift station; and

WHEREAS, as a result, the County has now determined it is in the best interest of the citizens of Escambia County to enter into this Agreement to participate in the Deerfield Estates Subdivision Sanitary Sewer Lift Station Improvement Project as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 This Memorandum of Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Deerfield Estates Subdivision Sanitary Sewer System Improvement Project (hereinafter the "Project") as set forth herein.

ARTICLE 2
Responsibilities of Parties

2.1 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, the specifics of which are more particularly defined in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.2 Moreover, upon completion, the County agrees to convey ownership of said real property more particularly described in Exhibit "B" to ECUA. Thereafter, ECUA shall own, operate and maintain said property.

2.3 ECUA agrees to contract with Third Parties, as it deems necessary in its sole discretion, to design, publicly bid, and construct the Project. All such work shall be carried out in a reasonably prompt and diligent manner. As part of the Costs of the Project, ECUA shall also acquire any additionally needed real property necessary for the adequate siting and sizing of the required lift station, as such property is generally described in Exhibit "C" to this Agreement, which is attached hereto and incorporated by referenced herein.

2.4 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project.

Indeed, all Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, and awarding of the contract for the construction of the Project; and otherwise adding benefit to the Project through its expertise in sanitary sewer systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will any Party request financial participation on the part of ECUA on the Project.

2.5 Upon completion of the Project, HOA agrees to convey and ECUA shall accept ownership of all Project improvements, as generally described in Exhibit "A", to ECUA, which will consist of the gravity collection system (excluding service laterals), the lift station, and the sewer force main. Thereafter, ECUA shall own, operate, and maintain said facilities.

2.6 Moreover, upon completion of the Project ECUA agrees to take ownership of the Project improvements, as generally described in Exhibit "A", which will consist of the gravity collection system (excluding service laterals), the lift station, and the sewer force main, and said real property described in Exhibit "B" when conveyed by the HOA and by the County, respectively.

2.7 This Agreement, after being properly executed by the parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.8 The HOA expressly understands and accepts that upon adoption of the Ordinance establishing the Deerfield Estates Subdivision Sewage and Lift Station Improvement Municipal Services Benefit Unit (MSBU), all costs associated with the Project, including any design or engineering costs, will be billed as part of the MSBU special assessment to all affected property owners, even if the Project is not completed.

2.9 The HOA shall indemnify and hold harmless ECUA, including its officers, agents and employees from any liability, loss, or damage which ECUA 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 ECUA's performance under this Agreement. Furthermore, ECUA shall not be liable or responsible for any accident or damage that may occur during the construction of these improvements; instead, HOA shall be the exclusively responsible Party, as between the Parties to this Agreement. Furthermore, any such liability or responsibility of the HOA may also be deemed a Cost of the Project and included in any MSBU special assessment.

ARTICLE 3
Contract Time

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within one (1) year from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Five Hundred Forty Seven Thousand Eight Hundred Dollars (\$547,800.00).¹ In the event that ECUA determines that the estimated Costs of the Project will exceed \$547,800 upon the opening of publicly advertised bids for construction of the Project, then any Party may elect to terminate this Agreement and not proceed with construction of the Project. In the event the Project proceeds post bidding and during the course of construction it is learned that the Costs of the Project will exceed \$547,800, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with HOA responsible for all costs associated with terminating and closing the Project, and in such event HOA shall remain the owner of all improvements made during the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at the time that the property and improvements are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County
Attn: Engineering Department
1190 West Leonard Street

¹ This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

Pensacola, Florida 32501

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority
William E. Johnson, Jr., P.E., P.L.S.
Engineering Director
P.O. Box 15311
9255 Sturdevant Avenue
Pensacola, Florida 32514

ARTICLE 5
Ownership of Improvements and Property

5.1 Title to the improvements specified in Exhibit "A" shall pass to ECUA as provided herein but only upon ECUA's acceptance of the work. The County shall, upon reasonable notice, have the right to inspect all such work prior to ECUA's acceptance.

5.2 Title to the real property specified in Exhibit "B" shall be conveyed by County to ECUA upon completion of the Project and execution of a Warranty Deed.

5.3 Title to the real property specified in Exhibit "C" shall be acquired directly by ECUA, with all acquisition costs attendant thereto considered part of the Costs of the Project, and title to that real property shall be held by ECUA.

ARTICLE 6
Easements

6.1 The County shall cooperate with ECUA in obtaining such other easements and rights of way as may be required for successful completion of this work.

ARTICLE 7
Force Majeure

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible

ARTICLE 8 **General Provisions**

8.1 **Ownership of Documents:** Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 **Termination:** In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

8.3 **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 members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

8.4 **Assignment:** This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

8.5 **Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.6 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

8.7 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.
- (b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

8.8 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 it did not contain such invalid or unenforceable portion or provision.

8.9 Further Documents: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

8.10 No Waiver: The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

8.11 Agreement Conditioned Upon MSBU: Any obligation of any Party under this Agreement, other than those contained in paragraph 8.2, is conditioned upon the adoption of an Ordinance establishing the Deerfield Estates Subdivision Sewage and Lift Station Improvement MSBU in an amount to cover all Costs of the Project, with those Costs of the Project billed as part of an MSBU special assessment to all affected property owners.

8.12 All 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, it is agreed that no deviation from the terms 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.

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 Chairperson, duly authorized to execute same by Board action on the ___ day of _____, 2012 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same, and Deerfield Estates Homeowners' Association, Inc., by and through its President, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Gene M. Valentino , Chairman

Date: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency

By: [Signature]
Title County Attorney
Date 11/28/12

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized Board.


By: Elvin McCorvey
Elvin McCorvey, Chairman

Date: November 27, 2012



ATTEST: [Signature]
Secretary

DEERFIELD ESTATES HOMEOWNERS' ASSOCIATION, a not for profit corporation, acting by and through its President.

By:  _____
James Faxlanger, President

ATTEST:

Date: 11/27/12 _____



Corporate Secretary

(Corporate Seal)

Tab "A"

EXHIBIT A

Project work required for Deerfield Estates Sanitary Sewer System Improvement Project:

- Consulting engineering and surveying services
- Acquisition of additional real estate to accommodate lift station site expansion
- Install 3 phase – 480 Volt power from Mobile Hwy to lift station site
- Install new pad mounted transformer to service site
- Install manhole (aka temporary wetwell) near lift station
- Perform trenchless point repairs on gravity collection system
- Install bypass pumping and piping
- Install erosion control measures
- Demolish existing lift station components and clear existing lift station site
- Fill, grade, and compact new lift station site to higher grade
- Installation of retaining wall around new lift station site
- Retrofit of existing wetwell with new lid and hatch
- Install new concrete drive way
- Install concrete paving over new lift station site
- Install new vinyl coated chain link perimeter fence with gates
- Install new wooden privacy fence along west property line of lift station

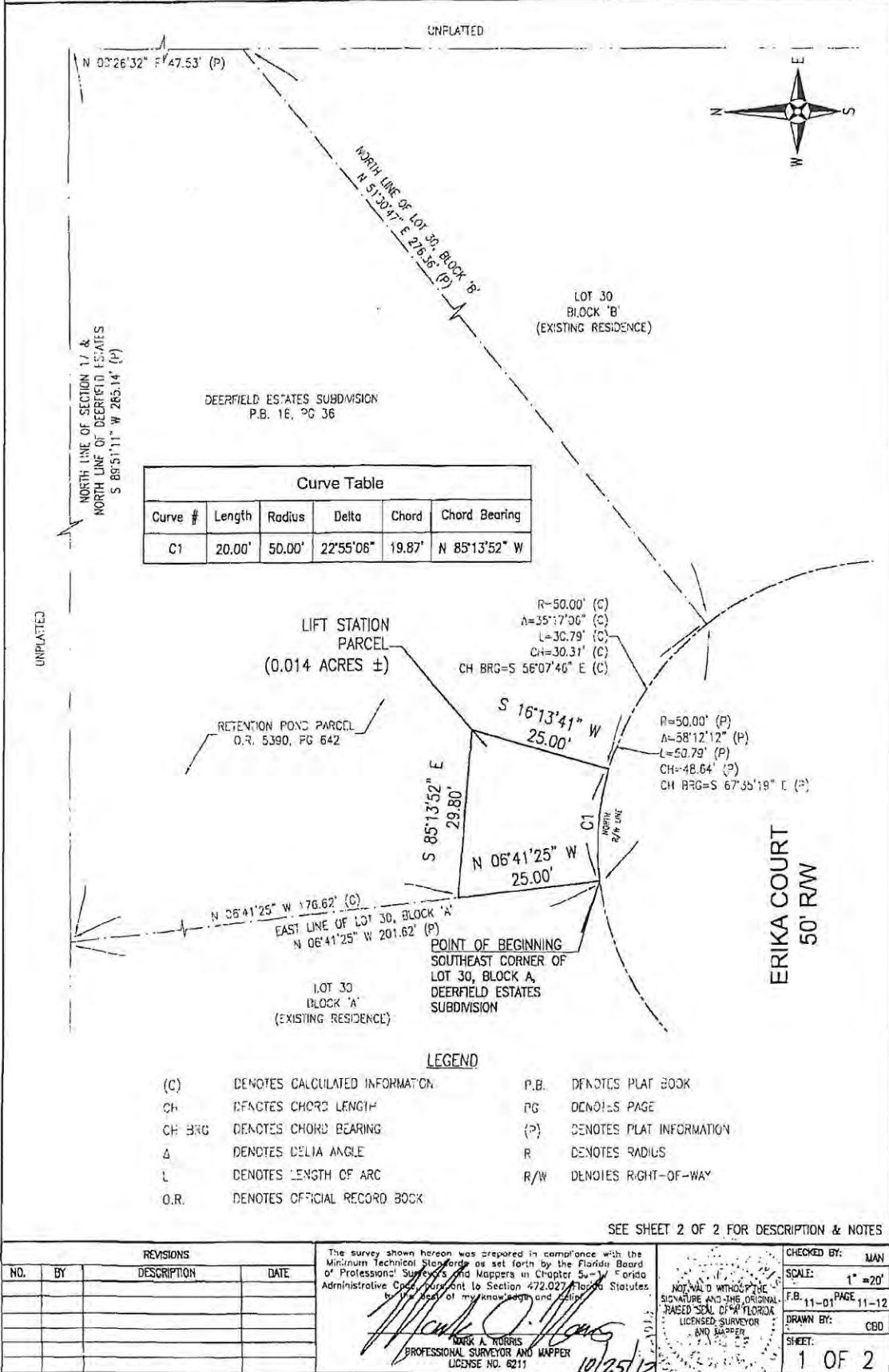
See also attached Detail Drawing.

Tab "B"

DESCRIPTION AND SKETCH

PREPARED FOR: FOUNTAIN, SCHULTZ & ASSOCIATES
 REQUESTED BY: MS. KERRY-ANNE SCHULTZ

PROJECT:	2010.089
FIELD SURVEY DATE:	N/A
SECTION:	17
TOWNSHIP:	1 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

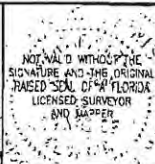


REVISIONS			
NO.	BY	DESCRIPTION	DATE

The survey shown hereon was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 54-1, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, to the best of my knowledge and belief.

Mark A. Morris
 MARK A. MORRIS
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. 6211

10/25/12



CHECKED BY:	MAN
SCALE:	1" = 20'
F.B. 11-01	PAGE 11-12
DRAWN BY:	CEB
SHEET:	1 OF 2



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0445
ES 00009697 LB 7918

DESCRIPTION AND SKETCH

PREPARED FOR: FOUNTAIN, SCHULTZ & ASSOCIATES
REQUESTED BY: MS. KERRY-ANNE SCHULTZ

PROJECT:	2010.089
FIELD SURVEY DATE:	N/A
SECTION:	17
TOWNSHIP:	1 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION:

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

LIFT STATION PARCEL

BEGINNING AT THE SOUTHEAST CORNER OF LOT 30, BLOCK A, DEERFIELD ESTATES SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED NORTH 06 DEGREES 41 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 30 FOR A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 85 DEGREES 13 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 29.80 FEET; THENCE PROCEED SOUTH 16 DEGREES 13 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 25.00' TO THE NORTH RIGHT OF WAY LINE OF ERIKA COURT (50.0' RIGHT OF WAY), SAID POINT BEING ON A CIRCULAR CURVE BEING CONCAVE SOUTHERLY; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 22 DEGREES 55 MINUTES 06 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 85 DEGREES 13 MINUTES 52 SECONDS WEST, 19.87 FEET, THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 809.8 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF DEERFIELD ESTATES AS RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA HAVING A BEARING OF NORTH 00 DEGREES 22 MINUTES 13 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF ERIKA COURT, ADJACENT DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST. THE PARENT TRACT DESCRIPTION IS RECORDED AT OFFICIAL RECORD BOOK 4965 AT PAGE 715 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
5. MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL FEET.

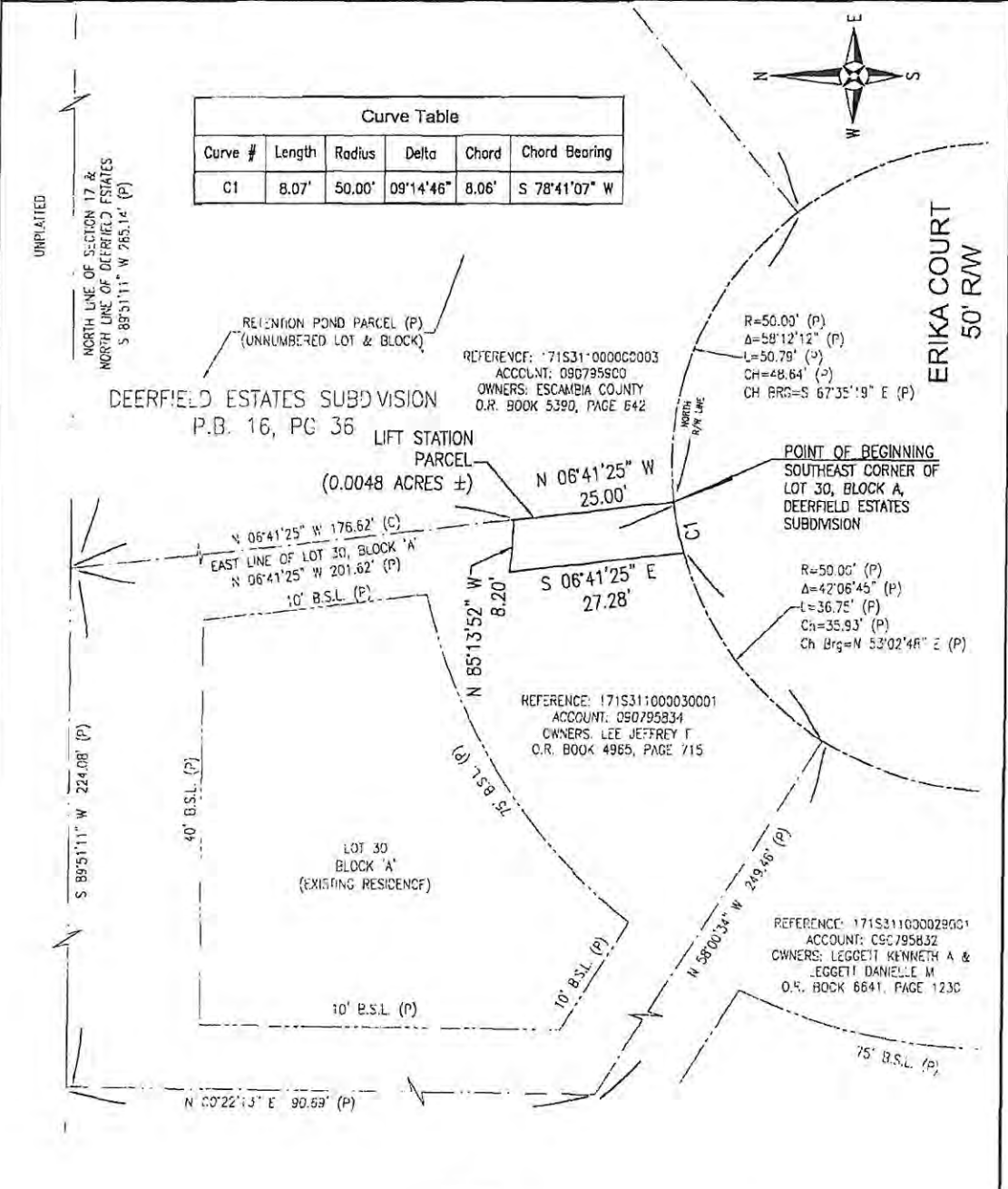
CHECKED BY:	MAN
SCALE:	N.T.S.
F.B. 11-01	PAGE 11-12
DRAWN BY:	CBD
SHEET:	2 OF 2

Tab "C"

DESCRIPTION AND SKETCH

PREPARED FOR: FOUNTAIN, SCHULTZ & ASSOCIATES
 REQUESTED BY: MS. KERRY-ANNE SCHULTZ

PROJECT:	2010.089
FIELD SURVEY DATE:	N/A
SECTION:	17
TOWNSHIP:	1 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA



LEGEND

- | | | | |
|--------|--------------------------------|--------|---|
| (C) | DENOTES CALCULATED INFORMATION | P.B. | DENOTES PLAT BOOK |
| CH | DENOTES CHORD LENGTH | PG | DENOTES PAGE |
| CH BRG | DENOTES CHORD BEARING | (P) | DENOTES PLAT INFORMATION |
| Δ | DENOTES DELTA ANGLE | R | DENOTES RADIUS |
| L | DENOTES LENGTH OF ARC | R/W | DENOTES RIGHT-OF-WAY |
| O.R. | DENOTES OFFICIAL RECORD BOOK | B.S.L. | DENOTES BUILDING SET BACK LINE PER PLAT |

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE

The survey shown herein was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code pursuant to Section 472.02 Florida Statutes to the best of my knowledge and belief.

Mark A. Norris
 MARK A. NORRIS
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. 6211 10/25/12

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY: MAN
 SCALE: 1" = 20'
 F.B. 11-01 PAGE 11-12
 DRAWN BY: GTP
 SHEET: 1 OF 2



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EG 0009957 LG 7816

DESCRIPTION AND SKETCH

PREPARED FOR: FOUNTAIN, SCHULTZ & ASSOCIATES
REQUESTED BY: MS. KERRY-ANNE SCHULTZ

PROJECT:	2010.089
FIELD SURVEY DATE:	N/A
SECTION:	17
TOWNSHIP:	1 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBA

DESCRIPTION:

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

LEFT STATION PARCELL

BEGINNING AT THE SOUTHEAST CORNER OF LOT 30, BLOCK A, DEERFIELD ESTATES, A SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED NORTH 06 DEGREES 41 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 30 BLOCK A FOR A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 85 DEGREES 13 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 8.20 FEET; THENCE PROCEED SOUTH 06 DEGREES 41 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 27.28 FEET TO A POINT ON A CIRCULAR CURVE BEING CONCAVE SOUTHERLY; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 09 DEGREES 14 MINUTES 46 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 41 MINUTES 07 SECONDS WEST, 8.06 FEET, THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 8.07 FEET TO THE AFORESAID SOUTHEAST CORNER OF LOT 30 BLOCK A AND THE POINT OF BEGINNING, LYING IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA AND CONTAINING 209.08 SQUARE FEET OR 0.0048 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE RECORDED PLAT OF DEERFIELD ESTATES AS RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA HAVING A BEARING OF NORTH 00 DEGREES 22 MINUTES 13 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF ERIKA COURT, ADJACENT DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST. THE PARENT TRACT DESCRIPTION IS RECORDED AT OFFICIAL RECORD BOOK 4985 AT PAGE 715 OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.
4. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
5. MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL FEET.

CHECKED BY:	MAN
SCALE:	N.T.S.
F.B. 11-01 PAGE:	11-12
DRAWN BY:	GTP
SHEET:	2 OF 2

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

19. Authorizing the County to piggyback off of the University of South Florida Leasing Contract ITN#9-13-G, in accordance with the Escambia County Code of Ordinances, Chapter 46, Section 46-106, Multi-Year Lease and Lease Purchase Agreements, and Chapter 46, Section 46-44, Application; exemptions, and awarding a Purchase Order to Ricoh Americas Corporation for a 48-month lease option for Escambia County Fire Rescue (*for copiers at various Fire Stations*), as outlined in the pricing detail, in the amount of \$1,018 per month (Funding: Fund 143, Fire Fund, Cost Center 330206 Fire Dept. Paid, Object Code 54401, Rental & Leases).
20. Adopting a Resolution (*R2012-99*) (the "2012 Resolution") authorizing the issuance and sale of not exceeding \$49,000,000 Escambia County, Florida, Sales Tax Refunding Revenue Note, Series 2012 (the "2012 Note"), which 2012 Resolution approves the bank and issuance of the 2012 Note, and approves, by reference, a form of Escrow Deposit Agreement between the County and an Escrow Holder, to be designated by the Chairman or his designee prior to issuance of the 2012 Note.

III. FOR DISCUSSION

1. Deerfield Estates Subdivision Upgraded Sewer System MSBU ►

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried 4-0, with Commissioner White absent, taking the following action concerning the Deerfield Estates Subdivision Upgraded Sewer System Municipal Services Benefit Unit (MSBU):

- A. Waiving the Board's MSBU Policy to allow a Construction MSBU, subject to the approval of Items "B" through "I" below;
- B. Approving that Emerald Coast Utilities Authority (ECUA) shall be paid for improvements, in an amount not to exceed \$519,178, upon completion of improvements, acceptance of sanitary lines, lift station, and associated real property, and imposition of the MSBU;

(Continued on Page 24)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued...

- C. Approving to provide for a 1% administrative fee (the standard fee is 10%; however, all construction will be performed by ECUA);
- D. Approving to provide for a 4% interest rate (which includes .5% Tax Collector Commission/Fee, provided for by State Law), and amortizing the loan repayment, as follows:

0% Reserve & 1% Admin Fee

\$498,000.00	ECUA Project Cost as of June 27, 2012
\$ 13,479.84	Capitalized Interest
\$ 0.00	(10% Reserve)
\$ 0.00	Payment from Homeowners' Association
<u>\$ 5,114.80</u>	(1% Administrative Fee)
\$516,594.64	
<u>\$ 2,582.97</u>	(1/2% Tax Collector's Charge)
\$519,177.61	
<u>\$ 0</u>	(Installation Charges)
\$519,177.61	Total Cost
\$ 38,202.00	Total Annual Payment
61	Assessed Properties
\$ 626.26	Annual Assessment per Property
\$ 8,511.11	Up Front Payment per Property

- E. Approving to allow repayment over a 20-year period rather than the standard 10 years;
- F. Approving to provide for the inclusion of capitalized interest on the loan, in the estimated amount of \$13,479.84, based on eight months;
- G. Approving to allow ECUA a 10% contingency to meet the contingency requirement in the MSBU Policy;

(Continued on Page 25)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued...

H. Approving that if the bids for the project exceed estimates, including a 10% contingency, the project is canceled; and

I. Authorizing the County Administrator to schedule and advertise a Public Hearing for the creation of the Deerfield Estates MSBU upon submission meeting the petition requirements of at least 66% of real property owners within the district boundaries for Constructions MSBUs, as contained in the MSBU Guidelines and Procedures adopted by the Board.

2. Adoption of a Resolution – Dropped ►

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried 4-0, with Commissioner White absent, dropping the recommendation that the Board adopt, and authorize the Chairman to sign, the Resolution urging the Federal Government, the United States Department of Agriculture, and the United States Food & Drug Administration to require that meat products containing "pink slime" include labels indicating that the meat contains the food additive and urging the Florida Legislature to ban the use of meat products containing "pink slime" in food the State of Florida prepares or serves.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. MSBP/EEOC Claim Settlement ►

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried 4-0, with Commissioner White absent, approving a settlement of a Merit System Protection Board (MSPB) Appeal and Equal Employment Opportunity Commission/ Florida Commission (EEOC) on Human Relations discrimination claims filed by employee Judy Hardy, for \$39,000, inclusive of attorney's fees and costs; in exchange for the settlement amount, Ms. Hardy will resign her position with the County, waive future employment with the County, and execute a general release of any and all claims against the County.

Escambia County
Clerk's Original
8/9/2012 5:33 pm

ORDINANCE 2012- 26

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING CHAPTER 70, ARTICLE VIII RELATING TO SEWAGE AND LIFT STATION IMPROVEMENT MUNICIPAL SERVICE BENEFIT UNITS; CREATING THE DEERFIELD ESTATES SUBDIVISION SEWAGE AND LIFT STATION IMPROVEMENT MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF REENGINEERING AND RECONSTRUCTING THE SEWAGE AND LIFT STATION CONTAINED IN THE DISTRICT; DEFINING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR THE GOVERNING OF SAID DISTRICT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS, AUTHORIZING THE USE OF A NON-AD VALOREM SPECIAL ASSESSMENT TO DEFRAY THE COSTS OF REENGINEERING AND RECONSTRUCTING THE SEWAGE AND LIFT STATION IMPROVEMENT IN THE DISTRICT BASED ON A FAIR AND REASONABLE APPORTIONMENT OF THE COST TO SPECIALLY BENEFITTED PROPERTIES; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION PRESCRIBED BY SECTION 197.3632, FLORIDA STATUTES; PROVIDING FOR NO EXEMPTIONS TO THE LEVY; IDENTIFYING THE DUTIES OF THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT, TAX COLLECTOR, AND PROPERTY APPRAISER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and

WHEREAS, by Resolution R2011-174, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for sewer services; and

WHEREAS, the property owners wish to establish such an MSBU for the purpose of providing sewage and lift station improvements in this district; and

WHEREAS, there are an estimated 61 properties in this proposed district and the property owners in Deerfield Estates Subdivision have submitted a petition to the Board

Date: 8/13/2012 Verified By: D. Harris

of County Commissioners which contains greater than 66% of the total of such owners; and

WHEREAS, this total meets the 66% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, following completion of said sewage and lift station improvements funded by the proposed MSBU, Emerald Coast Utilities Authority shall assume responsibility for the operation and maintenance of the sewage and lift station facilities in the Deerfield Estates Subdivision.

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

Section 1: Part I, Chapter 70, Article VIII, Division 1, Sections 70-801 through 70-815 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 1. – GENERALLY

Secs. 70-801 – 70-815 – Reserved.

Section 2: Part I, Chapter 70, Article VIII, Division 2, Sections 70-816 through 70-823 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 2. – DEERFIELD ESTATES SUBDIVISION

Sec. 70-816. AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VIII, Section 1 (f) of the Constitution of the State of Florida; Chapter 125, Florida Statutes; for the purpose of providing for a sewage and lift station improvement district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-817. SHORT TITLE. This Ordinance shall be known and referred to as the Deerfield Estates Subdivision Sewage and Lift Station Improvement Municipal Service Benefit Unit Ordinance.

Sec. 70-818. DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

(A) *Annual Installment* shall mean one twentieth (1/20) of the total Cost of the sewage and lift station improvement, a four percent (4%) interest charge on the remaining Cost and accrued interest compounded annually, plus any statutory administrative fees payable to the Tax Collector and the Property Appraiser.

(B) *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

(C) *Costs* shall mean the total cost of engineering and construction associated with improving the sewage and lift station contained in the District. These costs for sewage and lift station improvements may include, but are not limited, to the costs of construction, labor, materials, plans and specifications, surveys and engineering services.

(D) *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

(E) *District* shall mean that geographical area of the Deerfield Estates Subdivision described as Lots 1 through 30, Block "A" and Lots 1 through 30, Block "B" located in Section 17, Township 1 South, Range 31 West as shown on the plat of Deerfield Estates Subdivision recorded in Plat Book 16, Page 36 of the Property Appraiser's records, excluding holding ponds, wetland/drainage easements, designated wetlands, or buffer zones, and including two additional lots adjacent to Deerfield Estates lots with property reference numbers 17-1S-31-1102-001-002 and 17-1S-31-1102-000-001.

(F) *Fiscal Year* shall mean the period of time between October 1st and September 30th.

(G) *Improvements* shall mean all sewage and lift station improvement materials presently located or to be located within or added to the District.

(H) *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel identified with a unique property identification number by the Property Appraiser.

(I) *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

(J) Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-819. DISTRICT CREATED. There is hereby created within Escambia County the Deerfield Estates Subdivision Sewage and Lift Station Improvement Municipal Service Benefit Unit for the purpose of reengineering and reconstructing the sewage and lift station within the District.

The aforementioned Deerfield Estates Subdivision Sewage and Lift Station Improvement District shall include all Lots which benefit from the improvements.

Sec. 70-820. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

(A) To authorize and provide for the collection of non-ad valorem special assessments to defray the Costs associated with the improvement of sewage and lift station within the District.

(B) To provide for or contract for the reengineering and reconstruction of the sewage and lift station improvement within the District.

(C) To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

(D) To fairly and reasonably apportion the Cost of the sewage and lift station improvements among all specially benefited Lots.

(E) To prepare and adopt an annual budget for the District.

(F) To make legislative findings related to the special benefits provided to Lots located in the District.

(G) To otherwise act or satisfy its duties and responsibilities under this Ordinance.

(H) To adopt by resolution, rules and regulations regarding fiscal management of the District.

Sec. 70-821. LEGISLATIVE FINDINGS.

(A) Lots in the District are specially benefited since improvements increase the market value of an individual Lot, and increase the ability of Lot owners to develop their land.

(B) The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the Cost of the special benefit received by each Lot and do not represent the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

Sec. 70-822. NON-AD VALOREM SPECIAL ASSESSMENT COLLECTION.

(A) The Board shall authorize the levy of a non-ad valorem special assessment for sewage and lift station improvements on Lots located within the District the first year following completion of the improvements. This non-ad valorem special assessment for sewage and lift station improvements shall be levied following the preparation and adoption of a budget by the Board as provided by law each Fiscal Year.

(B) All special non-ad valorem special assessments shall be levied and collected by the uniform method of collection as adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes. All non-ad valorem special assessments shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this Ordinance, until said non-ad valorem special assessments are paid.

(C) The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments as provided in Section 197.3632 (2), Florida Statutes.

(D) The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot. The non-ad valorem special assessment for sewage and lift station improvements shall be fairly and reasonably apportioned among the benefited Lots by dividing the Cost of the improvements by the number of residential Lots in the District at the time of completion of the improvements.

(E) Said non-ad valorem special assessment may be paid in one lump sum payment or may be amortized over a twenty (20) year period at four percent (4%) interest compounded annually plus any applicable statutory administrative fees payable to the Tax Collector and Property Appraiser. No discount shall be applied to early payment of the total outstanding non-ad valorem special assessment due. Property owners may prepay any outstanding non-ad valorem special assessment in whole or in part without penalty. Any partial prepayment received shall be applied to the outstanding non-ad valorem special assessment balance and shall not postpone the date of any subsequent payment due or waive any future applicable interest or statutory administrative fees payable to the Tax Collector or Property Appraiser.

(F) A certified copy of this Ordinance shall be recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-823. APPEAL PROCESS.

(A) Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District or any of the annual installments

paid on the outstanding non-ad valorem special assessment by notifying the Clerk of the Circuit Court in writing that the owner's Lot has been erroneously assessed within 30 days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment. The Clerk of the Circuit Court shall review the request and determine within ten (10) business days whether an error of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board. The Clerk of the Circuit Court shall be authorized to correct facial errors based on these information sources. The Clerk of the Circuit Court shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due or any of the annual installments as a result of the identification error, with notice to the Board.

(B) In the event the Clerk of the Circuit Court is unable to determine whether a property owner's Lot has been erroneously assessed or believes the non-ad valorem special assessment or any annual installment is correct, the Clerk of the Circuit Court shall forward the Lot owner's written notice to the County Administrator or designee. The County Administrator or designee shall review and investigate the alleged error and determine, within a reasonable period of time based on the circumstances, whether the non-ad valorem special assessment or any annual installment should or should not be adjusted.

(C) In the event the County Administrator or designee finds the Lot owner has been erroneously assessed, the County Administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary adjustment to the amount of the owner's non-ad valorem special assessment due or any annual installment owing as a result of the identified error, with notice to the Board.

(D) In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll or that the annual installment has been erroneously calculated.

(E) At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the non-ad valorem special assessment due or the annual installment; or 2) advise the property owner the Board finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

(F) The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition.

The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee for processing the appeal is available.

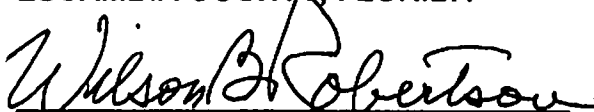
Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word Ordinance may be changed to section, article, or other appropriate word or phrase and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. EFFECTIVE DATE. This Ordinance shall take effect upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

DONE AND ENACTED THIS 9th DAY OF August, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA


Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court




Deputy Clerk

Date Executed

8-13-2012

Enacted: August 9, 2012
Filed with Department of State: August 15, 2012
Effective: August 15, 2012

This document approved as to form and legal sufficiency.

By: 

Title: ACM

Date: 7/26/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3610

County Attorney's Report 16. 2.

BCC Regular Meeting

Action

Meeting Date: 12/06/2012

Issue: Settlement of Notice of Claim from Sharmaine Dixon

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Notice of Claim from Sharmaine Dixon

That the Board approve a settlement in the sum of \$12,500 to be paid to Sharmaine Dixon in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County, Florida.

BACKGROUND:

On June 30, 2011, a County Road Department vehicle and trailer was preparing to exit the parking lot at the Central Office Complex. A car turning into the parking lot did not appear to have enough room to maneuver and the County employee backed up the truck and trailer into a vehicle driven by Sharmaine Dixon. Ms. Dixon sustained injuries to her neck and lower back as a result of this accident. She received an impairment rating from her treating chiropractor of 13% of the body as a whole. She owes over \$10,832.00 in unpaid medical bills.

The proposed settlement is within the reasonable range of verdicts for this type of injury.

BUDGETARY IMPACT:

Funds for the proposed settlement will be paid from Risk Management reserves.

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles V. Pepler, Deputy County Attorney, will prepare all documents necessary for settlement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
