



AGENDA

COMMITTEE OF THE WHOLE WORKSHOP BOARD OF COUNTY COMMISSIONERS

Board Chambers
Suite 100
Ernie Lee Magaha Government Building - First Floor
221 Palafox Place

August 15, 2013
9:00 a.m.

Notice: This meeting is televised live on ECTV and recorded for rebroadcast on the same channel. Refer to your cable provider's channel lineup to find ECTV.

1. Call to Order

(PLEASE TURN YOUR CELL PHONE TO THE SILENCE OR OFF SETTING.)
2. Was the meeting properly advertised?
3. Jail Transition Update (NO BACKUP PROVIDED)
(George Touart - 15 min)
 - A. Board Discussion
 - B. Board Direction
4. Rural Work Program Transportation Projects (West Florida Regional Planning Council)
(Mary Beth Washnock - 10 min)
 - A. Board Discussion
 - B. Board Direction
5. Pensacola Yacht Club USODA Southeast Championship
(Alan McMillan - 15 min)
 - A. Board Discussion
 - B. Board Direction
6. Tech Park
(Scott Luth - 15 min)
 - A. Board Discussion
 - B. Board Direction

7. Economic Development Project/Navy Super Site (NO BACKUP PROVIDED)
(Scott Luth - 15 min)
 - A. Board Discussion
 - B. Board Direction
8. Perdido Key Eminent Domain
(Alison Rogers - 30 min)
 - A. Board Discussion
 - B. Board Direction
9. Sector Plan
(Larry Newsom - 10 min)
 - A. Board Discussion
 - B. Board Direction
10. Local Preference Procurement
(Amy Lovoy/Claudia Simmons - 30 min)
 - A. Board Discussion
 - B. Board Direction
11. Donation of a Parcel of Land at the Mouth of Weekly Bayou
(Keith Wilkins - 15 min)
 - A. Board Discussion
 - B. Board Direction
12. Property Assessed Clean Energy (PACE) Program
(Alison Rogers/Keith Wilkins - 20 min)
 - A. Board Discussion
 - B. Board Direction
13. Animal Services Policy Issues (BACKUP TO DISTRIBUTED UNDER SEPARATE COVER)
(Marilyn Wesley/Delfi Messinger - 30 min)
 - A. Board Discussion
 - B. Board Direction
14. Adjourn

Committee of the Whole

3.

Meeting Date: 08/15/2013

Issue: Jail Transition Update

From: George Touart, Interim County Administrator

Information

Recommendation:

Jail Transition Update (NO BACKUP PROVIDED)

(George Touart - 15 min)

A. Board Discussion

B. Board Direction

Committee of the Whole

4.

Meeting Date: 08/15/2013

Issue: Rural Work Program Transportation Projects

From: George Touart, Interim County Administrator

Information

Recommendation:

Rural Work Program Transportation Projects (West Florida Regional Planning Council)

(Mary Beth Washnock - 10 min)

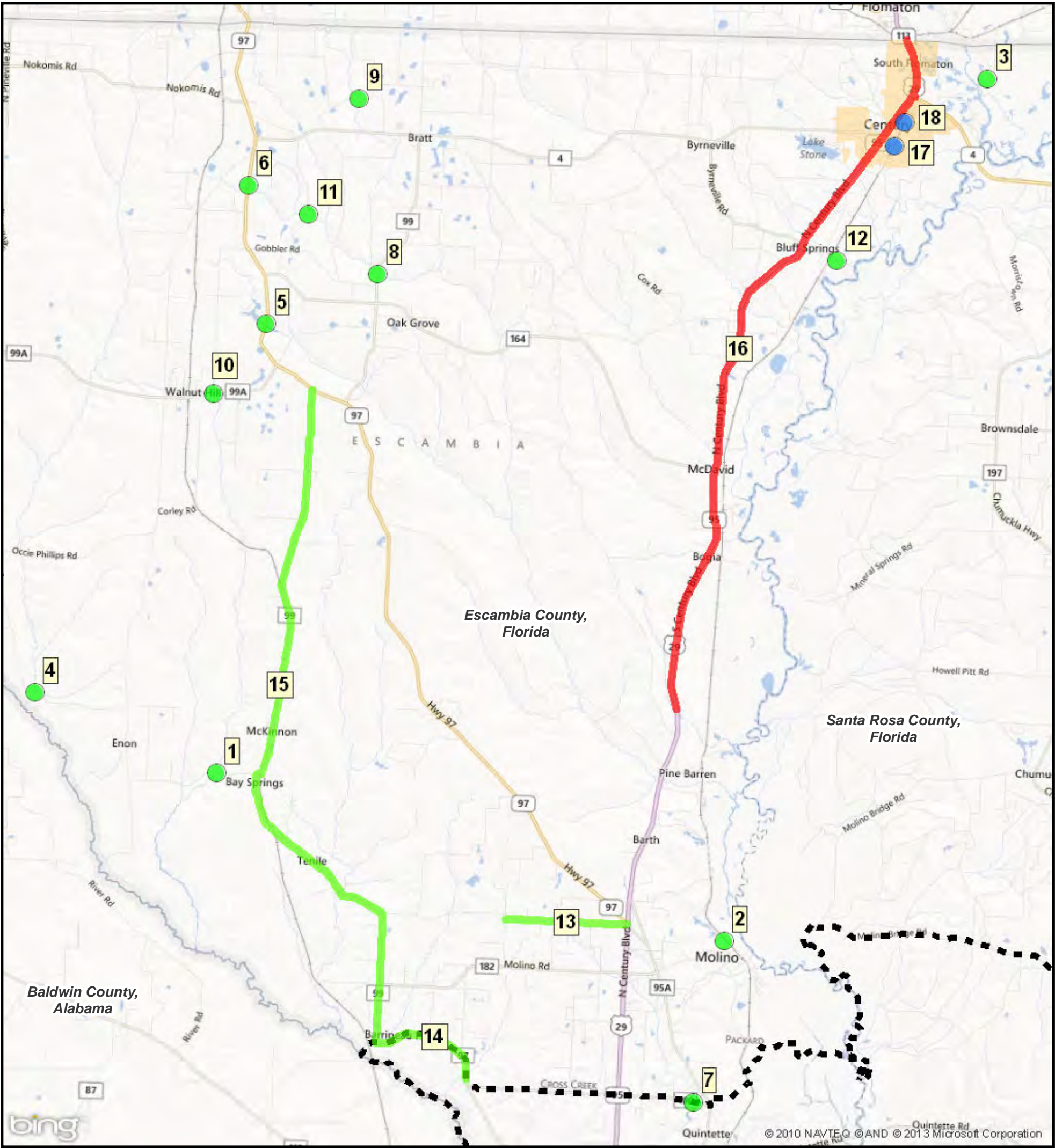
A. Board Discussion

B. Board Direction

Attachments

FDOT Work Program - Map

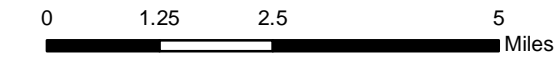
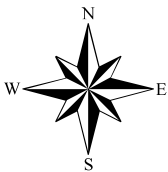
Final RWP Requests - Map



FDOT Five Year Work Program
FY 2014 - 2018
Rural Escambia County

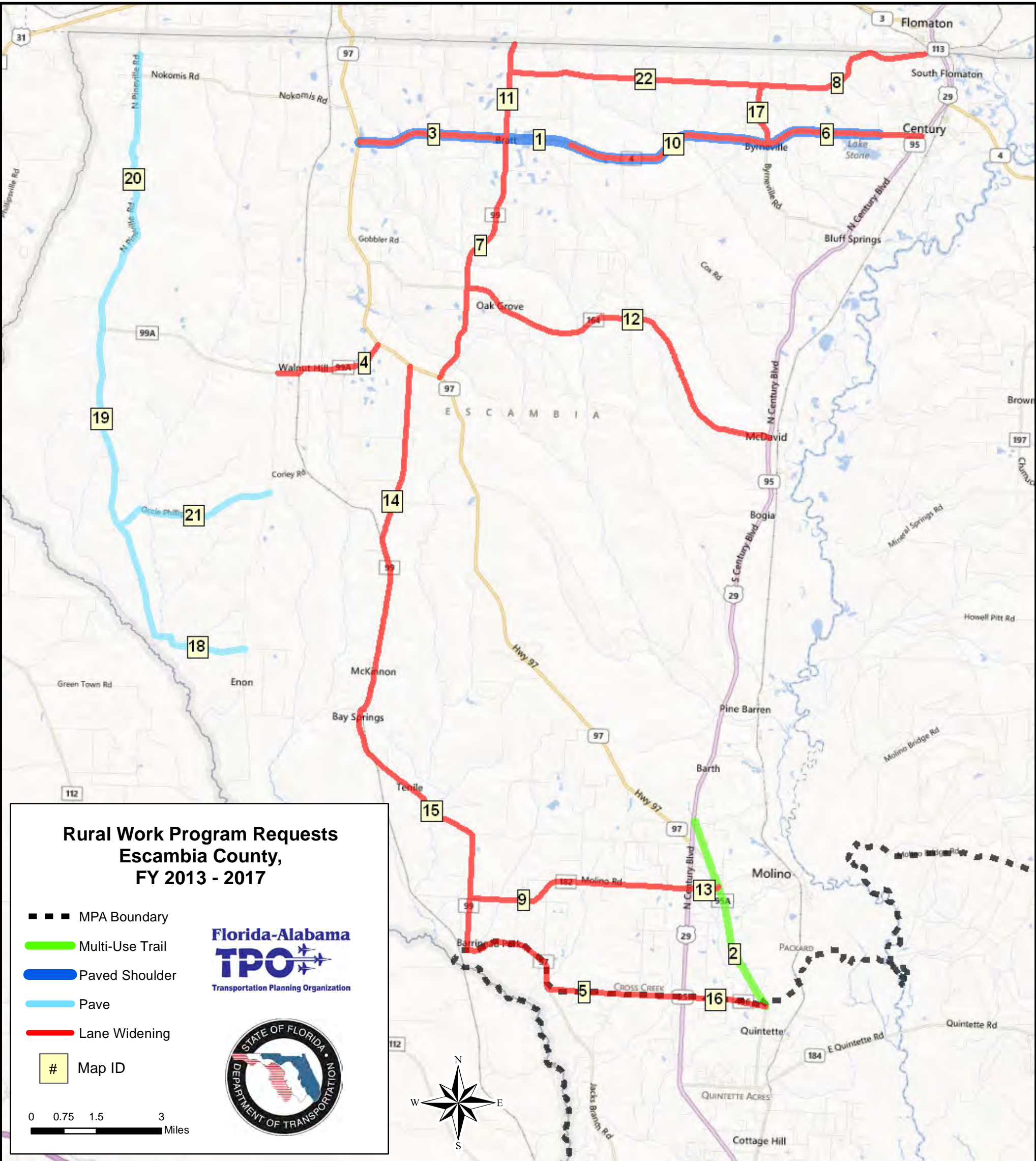
- Bridge
- Rail Safety
- Resurfacing
- Pave Shoulders
- Safety Study
- MPA Boundary
- # Map ID

Map ID	FM#	Project Name	From	To	Work Type
1	4134791	CR 97A	Over Boggy Creek	Bridge #480105	Bridge Replacement
2	4228971	Brickyard Rd	Over Unnamed Branch	Bridge #484053	Bridge Replacement
3	4228981	Fannie Rd	Over Dead Lake Bridge	Bridge #484045	Bridge Replacement
4	4244581	Pineville Rd	Brushy Creek Bridge	Bridge #484007	Bridge Replacement
5	4255191	SR 97	Little Pine Barren Creek	Bridge #480017	Bridge Replacement
6	4255192	SR 97	Over Sandy Hollow Creek	Bridge #480018	Bridge Replacement
7	4304651	CR 196	Over Jacks Branch Bridge	Bridge #480088	Bridge Replacement
8	4304661	CR 99	Over Pine Barren Creek	Bridge #480098	Bridge Replacement
9	4304671	Dortch Road	Over Beaver Dam Creek	Bridge #484017	Bridge Replacement
10	4304691	CR 99A	Over Boggy Creek	Bridge #484030	Bridge Replacement
11	4304701	Sandy Hollow Road	Over Sandy Hollow Creek	Bridge #484051	Bridge Replacement
12	4304711	Gravel Lake Road	Over Pritchett Mill	Bridge #484052	Bridge Replacement
13	4281191	Crabtree Church Rd	Sunshine Hill Rd	SR 97	Pave Shoulders
14	4296704	CR 196	CR 97	CR 99	Pave Shoulders
15	4296702	CR 99	CR 196	SR 97	Pave Shoulders
16	4269291	SR 95 (US 29)	North of Champion Drive	Alabama State Line	Resurfacing
17	4336723	East Pond Street	R/R Crossing	Crossing #339633F	Rail Safety
18	4275092	Hecker Street	R/R Crossing	Crossing #339631S	Rail Safety



May 9, 2013 FDOT_WorkProgram_Esc2013.mxd
SOURCE: FDOT/Florida-Alabama TPO/Microsoft, 2013





Map ID	Project Name	From	To	Work Type
1	CR 4	SR 97	Century Limits	Paved Shoulder
2	CR 95A	MPA Planning Area	SR 95	12' Multi-Use Trail
3	Highway 4	SR 97 / Highway 97 / Atmore Hwy	CR 99 / Highway 99	Lane Widening
4	Highway 99A / Arthur Brown Rd	CR 97 A / Highway 97A	SR 97 / Highway 97 / Atmore Hwy	Lane Widening
5	Barrineau Park Rd	CR 99 / Highway 99	US 29 / SR 95 / Highway 29	Lane Widening
6	Highway 4	CR 4A / Highway 4A	US 29 / SR 95 / Century Blvd	Lane Widening
7	Highway 99	SR 97 / Highway 97 / Atmore Hwy	CR 4 / Highway 4	Lane Widening
8	Highway 4A	CR 4A / Highway 4A / State Line Rd	CR 168 / Highway 168	Lane Widening
9	Molino Rd	CR 99 / Highway 99	US 29 / SR 95 / Highway 29	Lane Widening
10	Highway 4	Pine Barren Rd	CR 4A / Highway 4A	Lane Widening
11	Highway 99	CR 4 / Highway 4	Alabama State Line	Lane Widening
12	Highway 164	CR 99 / Highway 99	US 29 / SR 95 / Century Blvd	Lane Widening
13	Molino Rd	US 29 / SR 95 / Highway 29	CR 95A / Highway 95A	Lane Widening
14	Highway 99	CR 97A / Highway 97A	SR 97 / Highway 97 / Atmore Hwy	Lane Widening
15	Highway 99	CR 196 / Barrineau Park Rd	CR 97A / Highway 97A	Lane Widening
16	CR 196 / Barrineau Park Rd	US 29 / SR 95 / Highway 29	CR 95A / Highway 95A	Lane Widening
17	Highway 4A	CR 168 / Highway 168	CR 4 / Highway 4	Lane Widening
18	Pineville Rd	CR 97A	Brushy Creek	Paving
19	Pineville Rd	Brushy Creek	CR 99A	Paving
20	Pineville Rd	CR 99A	Jakes Rd	Paving
21	Ocie Phillips Rd	CR 97A	Pineville Rd	Paving
22	CR 168	CR 99	CR 4A	Lane Widening

Committee of the Whole

5.

Meeting Date: 08/15/2013

Issue: Pensacola Yacht Club USODA Southeast Championship

From: George Touart, Interim County Administrator

Information

Recommendation:

Pensacola Yacht Club USODA Southeast Championship

(Alan McMillan - 15 min)

A. Board Discussion

B. Board Direction

Attachments

USODA Sec Poster

PYC Major Events

USODA-Sec Press Release

USODA Sec Sponsorship Levels



Southeast Championship
Pensacola Yacht Club
September 20-22, 2013

**Show your
Stuff on
Pensacola
Bay**



**Join us for Great Sailing
and Great Fun**

- Warm Water • Hospitality • The Beach •
- Two days of Championship
and Green Fleet Racing

*An Official Qualifier for the
USODA National Championship*

www.usoda.org

www.pensacolayachtclub.org

All qualified Opti Sailors

**are invited to come to beautiful NW Florida for
great sailing in the USODA Southeast
Championship • Pensacola, Florida.**

**Pensacola Yacht Club is waiting with warm
water, warm hospitality, lots of fun and a
fantastic regatta. Registration is now open on
the USODA web site >> <http://www.usoda.org/>**

Registration will be closed at
1800 hours EDT, September 17, 2013.

Schedule

Friday, September 20, 2013

0830 – 1800 Sailor check-in

1100 – 1500 Optional practice racing
and on the water coaching

Saturday, September 21, 2013

0800 – 0930 Breakfast and Sailor check-in

0930 Skippers, Coaches, and Parents Meeting (Mandatory)

1000 Green Fleet Skippers Meeting

1100 First Warning Championship Fleet

Racing to follow

Lunch on the Water

After Racing Dinner hosted by Pensacola Yacht Club

Sunday, September 22, 2013

0800 – 0930 Breakfast

0930 Skippers, Coaches and Parents Meeting (Mandatory)

1000 Green Fleet Skippers Meeting

1100 First Warning Championship Fleet

Racing to follow

Lunch on the Water

1400 No first Warning Signal after this time

- After Racing Frozen treats and hot dogs
- Awards ceremony

Green Fleet

The Green Fleet Sailors schedule will follow the same
schedule through the Competitors meeting at which point a
second, separate meeting for Green Fleet sailors will be
conducted and the remainder of the schedule

PENSACOLA YACHT CLUB **MAJOR REGATTA PROGRAM**

Mission: Establish Pensacola Bay as a world-class sailing venue.

Support Regional and National Sailing Events and Regattas

Promote Pensacola Bay and local waters as the United States destination for top level sailing events and regattas. Develop the theme of Pensacola as the Newport, Rode Island/Annapolis, Maryland of the Gulf Coast. Promote Pensacola Bay as a one of the USA's world class sailing venues.

Make sure that the events are identified Pensacola events---not simply Pensacola Yacht Club events. Success will come from this initiative being a Pensacola wide effort. The great City on the world-class waterfront!

Involve all the potential partners, such as County, City, Chamber, Tourist Development Committee, Pensacola Sports Association, Pensacola News Journal, WEAR, ESPN 1450, and CAT Country radio as well as local utilizing local VIP's at Welcome Ceremonies, and Trophy Presentations.

Publicize and utilize the huge benefit of the downtown waterfront. Plaza de Luna and the Community Maritime Park can be used to stage receptions, skippers meetings, and trophy presentations.

Whenever possible strategically arrange the racecourse to have the starting line, finish line and mark rounding very close to Pensacola waterfront viewing locations such as Plaza de and the Community Maritime Park. This will allow the public to turn out and participate by watching the close racing action.

Have Public Address systems in use to announce competitors, their home yacht clubs, types of boats, distance traveled to Pensacola, etc.

Use the "shoulder seasons" of February to June and September to December as ideal times for sponsoring major sailing events on Pensacola Bay.

Increase regional and national regattas that attract national and international competitors and attract out of town visitors. This initiative complements local event, which draw primarily local sailors.

Current annual or reoccurring regattas.

Event: Intergalactic Keel Boat Roundup

Date: February of each year.

Participants: Tripp 26's; Flying Tigers; Melges 24's; & Vipers 640's. Approximately 18 to 20 boats, crewed by 70 to 80 individuals. Approximately 90% of competitors would be from

outside Pensacola. The event occurs over a two day weekend and attract about 100 guests.

Event: Flying Tiger FT-10 East Coast Championship

Date: March of each year.

Participants: Approximately 12 thirty-three foot boats, crewed by 7 to 8 individuals. All Competitors would be from outside Pensacola. The event last three days attracting, approximately 100 guests.

Event: Ultimate 20 Class Sailboat National Championship

Date: April or May of each year.

Participants: Approximately 25 twenty-foot sailboats, crew by two to three individuals. All competitors would be from outside Pensacola. The event would last five days attracting approximately 200 guests to Pensacola for the duration of the weeklong event.

Event: Isla Mujeres Race from Pensacola to Mexico

Date: May 2012 and every other years.

Participants: Approximately 35 to 45 boats ranging in size from 35 feet to 60 feet crewed by 8 to 12 individuals. About 85% of the contestants would be from outside of Pensacola.

Approximately 400 guests in Pensacola for several days leading up to the start of the race. This Big Boat Ocean Race could start at Plaza de Luna with public viewing of the on-the-water check-in and race start.

Event: the 125-mile Gulfport to Pensacola Ocean Race

Date: June of every year.

Participants: Approximately 35 to 40 large ocean racing boats, ranging in size from 35 feet to 60 feet, crewed by 8 to 12 individuals. About 90% of the contestants are from outside Pensacola. Approximately 250 guests would meet the race participates for the finish and trophy presentations at its end in Pensacola and stay for one to three days.

Event: The Gulf Yachting Association Annual Challenge Cup

Date: June of every other year.

Participants: Approximately 40 boats, ranging in size from 25 feet to 43 feet, crewed by 7 to 12 individuals. About 85% of the contestants would be from outside of Pensacola. Approximately 450 guests will spend three to four days in Pensacola.

Event: United States Junior Olympics, Gulf Coast Regatta

Date: July 4th weekend of each year.

Participants: Approximately 80 small singled handed and two person boats, sailed by young sailors. About 85% of the contestants would be from outside Pensacola. Approximately 300 guests will spend four days in Pensacola.

Event: West Florida Ocean Racing Circuit Regatta

Date: October of every year.

Participants: Approximately 40 boats, ranging in size from 25 feet to 45 feet, crewed by 6 to 12 individuals. About 70% of the contestants will be from outside of Pensacola. Approximately 300 guests will spend four days in Pensacola.

Event: Jubilee Regatta.

Date: November of each year.

Participants: Approximately 50 boats ranging in size from 14 feet to 21 feet, crewed by one, two or three individuals. About 85% of the contestants will be from outside of Pensacola. Approximately 200 guests will spend three days in Pensacola.

Other One Design National or North American Championship Events

August of 2011 PYC hosted the Thistle National Championship, a seven-day event, with all contestants from outside Pensacola. Contestants ranged for New England, the Great Lakes Region and the West Coast. 54 Boats competed and approximately 350 guests spent seven days in Pensacola. WEAR, WCOA, and the Pensacola News Journal provided outstanding daily coverage.

August of 2010 PYC hosted the Snipe North American Championship, a five-day event, with all contestants from out of the area. 60 boats competed and approximately 400 guest spent six to seven days in Pensacola. Pensacola media proved daily coverage.



Contact
Suzanne Buechler
<cbeakler@aol.com>

USODA Southeast Championship Headed to Pensacola

Pensacola, FL- May 16, 2013: US Opti Southeast Championship's Pensacola PRO John Matthews has announced that the Notice of Race is now posted on the US Optimist Dinghy Association (USODA) website. Registration is now open. Pensacola Yacht Club (PYC) is gearing up for another fantastic championship regatta like it is famous for hosting.

All qualified Opti sailors, not just sailors from the Southeast and not just sailors from the USA, are invited to come to beautiful NW Florida for great sailing in the USODA Southeast Championship in Pensacola, Florida. Pensacola Yacht Club is waiting with warm water, warm hospitality, lots of cool fun and plans for a fantastic regatta. Registration is now open on the USODA web site >> <http://www.usoda.org/>.

This USODA Southeast Championship is a Qualifier for Team Trials 2014, and the opportunity for young sailors to qualify to sail in international competitions such as Asia, Scotland, England, Germany, and also a qualifier for the US National Team. To qualify, the sailor must finish in the top 50%, including Green Fleet, to be invited to go to Team Trials 2014.

Past Commodore Alan McMillan is chairman of the event and anticipates a big turnout. *"When we started planning this championship, the committee was talking about 100-125 skippers. Now we are talking about over 200. We have a great facility with a long beach to launch from, a great swimming pool overlooking the bays. We can handle all comers. We'll have a lot of excellent racing and a lot of fun. September is a fine month for sailing on the bay with nice breezes and warm water. We'd like for this to be the biggest championship ever for Pensacola Yacht Club."*

Registration through USODA includes completing the online process, the Waiver and the Medical form and, of course, paying the entry fee. Registration will be closed at 1800 hours EDT, September 17, 2013.

For this competition, there will be a Championship fleet that will race as one or more divisions depending on the number of entries, and if there are multiple divisions, the process for allocating boats to divisions and the format will be specified in the Sailing Instructions.

There will also be a Green fleet and all young Opti sailors are encouraged to attend. The off-the-beach location at PYC is particularly Green Fleet friendly. Tom Coleman is our Green Fleet PRO. Tom is well known to most of us and will be a great complement to PRO John Matthews who handles the Red, White & Blue Fleets.

Schedule

Friday, September 20, 2013

0830 – 1800 Sailor check-in

1100 – 1500 Optional practice racing and on the water coaching

Saturday, September 21, 2013

0800 – 0930 Breakfast and Sailor check-in

0930 Skippers, Coaches, and Parents Meeting (Mandatory)

1000 Green Fleet Skippers Meeting

1100 First Warning Championship Fleet

Racing to follow

Lunch on the Water

After Racing Dinner hosted by Pensacola Yacht Club

Sunday, September 22, 2013

0800 – 0930 Breakfast

0930 Skippers, Coaches and Parents Meeting (Mandatory)

1000 Green Fleet Skippers Meeting

1100 First Warning Championship Fleet

Racing to follow

Lunch on the Water

1400 No first Warning Signal after this time

After Racing Frozen treats and hot dogs

Awards ceremony

Green Fleet

The Green Fleet Sailors schedule will be the same through the Competitors meeting at which point a second, separate meeting for Green Fleet sailors will be conducted and the remainder of the schedule for that fleet will be announced.

Independence Day Regatta and US Sailing Junior Olympic Sailing Festival

Come to Pensacola for the 4th of July... Opti sailors are also reminded that the Pensacola Yacht Club also hosts the annual Independence Day Regatta and US Sailing Junior Olympics Sailing Festival also sailed in the Opti class boats. The JO sailed July 5—7 is the perfect way to learn the tricks of Pensacola Bay and tune up for the Southeast Championship in September.

About Pensacola Yacht Club

Pensacola Yacht Club is nestled within 17 acres of pristine landscape at the entrance of Bayou Chico on Pensacola Bay. Pensacola Yacht Club is for members who appreciate the South's finest. It features tennis courts, an Olympic size swimming pool, the finest cuisine on the entire Gulf Coast and a breathtaking view of Pensacola Bay.

Pensacola Yacht Club is a charter member of the Gulf Yachting Association. In addition, it is a member of the Florida Council of Yacht Clubs, and US Sailing. Present membership is just over 500, with an active Junior sailing program including water safety and boating skills. The promotion of navigation, safety, and the use of water are basic tenants of PYC's charter.

Pensacola Yacht Club

1897 Cypress St., Pensacola, FL 32502

P: 850.433.8804

F: 850.438.3105

E: pyc@pyc.gccoxmail.com

**2013 USODA Southeast Championship
Sponsorship Worksheet**

Sponsor Level for USODA SE Championship				
	Title	Gold	Silver	Patron
Alternate Description	Title	logo	Official Supplier	Supporter
# Sponsorships Available	1	5	no limit	no limit
Suggested Price	\$12,000	\$3,000	\$1,000	DONATION
Category Exclusivity	Yes	No	No	No
Promotional Benefits				
The "Your name in Logo type" in USODA SEC title	Yes			
Right to Use event logo in your promotion	Yes	Yes	Yes	
Right to Claim "Official Supplier" to USODA SEC	Yes	Yes	Yes	
Right to Claim "Patron" of USODA SEC				Yes
Title Logo stickers on hull and sail of all boats	Yes			
Title Logo on race marks	Yes			
Right to Distribute Materials in Skippers' Bags	Yes	Yes	Yes	
Opportunity to Provide Gifts for Competitors	Yes	Yes	Yes	
Opportunity to Provide Awards/Product Awards	Yes	Yes	Yes	
Vendor Tent on site	Yes	Yes	Yes	
Exhibit Space/Display at Race HQ	Yes	Yes	Yes	
Banners/Signage at Race HQ	Yes-8 plus at tent	Yes-4 plus at tent	Yes-at vendor tent	
Speaking Opportunity at Official Functions	Yes			
Recognition from the Podium at Functions	Yes	Yes	Yes	
Logo title in Race Ads	Yes- in title lockup			
Logo Title on event Homepage and Run Of Site	Top Center	in sponsor section	in supplier section	
Included in List of Suppliers/Supporters on Website	Yes	Yes	Yes	Yes
Logo and Descriptive Copy in all Press Releases	Yes- in title lockup			
Logo in Press Releases		bottom page 1		
Named in Press Releases			Yes	Yes
Editorial Feature in One E-Mail Race Update	Yes			
Logo Top Right All E-Mail Race Updates	Yes- in title lockup			
Promotional Offer Included in E-Mail Race Updates	Yes	Yes	Yes	
Logo Included in All E-Mail Race Updates	Yes- in title lockup	bottom pg 1		
Company Listed in All E-Mail Race Updates			Yes	Yes
One Full Page Ad in Event Program	Yes-Back Cover	yes		
Half Page Ad in Race Program			Yes	
Quarter Page Ad in Race Program				
Logo on Skippers' Bags	Yes- in title lockup			
Logo on Official Event shirts	Yes- in title lockup	yes	yes	
PROGRAM AD PRICES				
OUTSIDE BACK COVER	\$500			
INSIDE FRONT COVER	\$400			
INSIDE BACK COVER	\$300			
FULL PAGE	\$250			
1/2 PAGE	\$200			
1/4 PAGE	\$175			
BUSINESS CARD	\$100			
GOOD LUCK *- LOGO	\$50			

Committee of the Whole

6.

Meeting Date: 08/15/2013

Issue: Tech Park

From: George Touart, Interim County Administrator

Information

Recommendation:

Tech Park

(Scott Luth - 15 min)

A. Board Discussion

B. Board Direction

Attachments

Amended Interlocal Agreement

Letter from the City of Pensacola

AMENDED INTERLOCAL AGREEMENT
(Development of Downtown Technology Park)

THIS AMENDED INTERLOCAL AGREEMENT ("Amended Agreement") is made by and between Escambia County, a political subdivision of the State of Florida ("County"), the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida ("City"), the Community Redevelopment Agency of the City of Pensacola ("CRA"), and the Pensacola-Escambia Promotion and Development Commission, a political subdivision of the State of Florida ("PEDC").

WITNESSETH:

WHEREAS, the PEDC is currently developing that certain parcel of real property located in downtown Pensacola conveyed by the County and City to the PEDC, more particularly described in Exhibit "A" attached hereto (the "Downtown Technology Park"), as a commerce park promoting high technology/high wage job creation; and

WHEREAS, the PEDC has applied for and been granted a Public Works and Facilities Development Grant from the United States Department of Commerce, Economic Development Administration (the "EDA", and the grant referred to as the "EDA Grant") for development and construction of all Downtown Technology Park infrastructure; and

WHEREAS, the County has provided a line of credit (the "County LOC") to the PEDC for development of the Downtown Technology Park; and

WHEREAS, construction of the initial infrastructure for the Downtown Technology Park has been completed on June 5, 2012 and

WHEREAS, the plat of the Downtown Technology Park (the "Plat") has been approved by the City Council and is recorded at Plat Book 19, Page 9 of the Official Records of Escambia County; and

WHEREAS, lots may now be marketed and sold, and construction of improvements within the Downtown Technology Park commenced; and

WHEREAS, the parties hereto desire to amend, expand, clarify and modify certain aspects of the development guidelines previously imposed upon the Downtown Technology Park.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree to amend, expand, clarify and modify certain aspects of the development guidelines previously imposed upon the Downtown Technology Park, as set forth in this Amended Agreement.

1. Authority and Effective Date.

*Amended Interlocal Agreement
DRAFT for consensus of County, City, CRA, PEDC*

This Amended Agreement is entered pursuant to the provisions of Section 163.01, *Florida Statutes*, and other applicable provisions of law, as may be amended or supplemented from time to time. The Effective Date of this Amended Agreement shall be the date that it is filed in the office of the Clerk of the Court of Escambia County, Florida, and the County shall be responsible for such filing.

2. Modifications to Existing Interlocal Agreement. Reference is hereby made to that certain Interlocal Agreement made by and between the parties hereto, dated February 21, 2008 (the "2008 Technology Park Interlocal Agreement"), filed and recorded on April 2, 2008 at Book 6308 Pages 1064-1073 of the Official Records of Escambia County. In the 2008 Technology Park Interlocal Agreement, the parties reserved the right to amend terms described therein governing development of the Downtown Technology Park by written agreement of the parties.

The 2008 Technology Park Interlocal Agreement is hereby amended to provide the following terms governing development of the Downtown Technology Park as follows:

(a) The City and County hereby agree that neither shall require the PEDC to reimburse or otherwise pay for the respective property interests conveyed unto it.

(b) The PEDC is authorized to market, negotiate and sell or lease lots on such terms and to such purchasers as the PEDC determines to be in the best interests of development of the Downtown Technology Park; and otherwise consistent with the requirements of the PEDC.

(c) Until the County LOC is repaid in its entirety, the net proceeds from the sale of each Downtown Technology Park lot shall be applied by the PEDC to the County LOC. At such point as eighty percent (80%) of the developable square footage of the Downtown Technology Park has been conveyed by the PEDC to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Downtown Technology Park shall be applied to repayment of the County LOC. The parties hereto agree and acknowledge that the City's liability is subordinate to CMPA and WWTP debt obligations.

(d) After the County LOC is repaid in its entirety, all net proceeds from the sale of Downtown Technology Park lots will remain with the PEDC for future economic development projects.

(e) The right of re-entry retained by the County and City is amended to provide that the City or County may exercise its retained right of re-entry if the PEDC does not sell or enter into a long-term lease, not less than fifteen (15) years in duration, of a Downtown Technology Park lot within thirty-six (36) months of the Effective Date of this Amended Agreement.

(f) Reference is hereby made to that certain obligation of the City to make available for lease by the County and use by the general public for the purpose of public

parking for up to one hundred (100) automobiles for scheduled events in the Pensacola Bay Center, which obligation is memorialized in Interlocal Agreement dated March 31, 1995 and recorded at Book 3749 Page 0569 of the Official Records of Escambia County. The parties hereby agree that such obligation to so provide parking shall not serve as an encumbrance upon the Downtown Technology Park, the same being expressly released from any such obligation of use.

3. Miscellaneous. Except as amended hereby, the remaining terms and conditions in the 2008 Technology Park Interlocal Agreement remain applicable and intact. Further, each party hereto agrees to execute such additional documents as may be reasonably required to effect the terms of this Amended Agreement. This document contains the entire understanding and agreement of the parties. Except as specifically referenced herein, all prior negotiations, discussions, understandings, and agreements inconsistent with the provisions of this document are of no force and effect. This Amended Agreement may be amended only by written agreement of the parties. This Amended Agreement shall be governed by the laws of the State of Florida. The parties stipulate that venue for any matter that is subject to this Amended Agreement shall be in Escambia County, Florida.

Escambia County, Florida, by and through its duly
authorized Board of County Commissioners

CHAIRMAN

Attest: PAM CHILDERS, Clerk of the Court

Deputy Clerk

Date: _____, 201__

CITY OF PENSACOLA

Mayor

Attest: City Clerk

Clerk

Date: _____, 201__

[Signatures continue on following page]

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA

By: _____
Print Name: _____
Its: _____

Attest:

Clerk
Date: _____, 201__

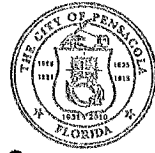
PENSACOLA-ESCAMBIA PROMOTION AND
DEVELOPMENT COMMISSION

Chairman

Attest: City Clerk

Clerk
Date: _____, 201__

City of Pensacola



Office of the Mayor

*America's First Settlement
Established 1559*

August 12, 2013

Scott Luth
Senior Vice President
Economic Development
Greater Pensacola Chamber
117 W. Garden Street
Pensacola, FL 32502

Dear Scott:

Please accept this letter of support regarding the amended interlocal agreement for the Downtown Technology Park

City of Pensacola staff, legal department, and the Mayor's office have reviewed the amended interlocal between Escambia County, the City of Pensacola, the Community Redevelopment Agency, and the Pensacola-Escambia Development Commission (PEDC) originally dated February 21, 2008. After careful consideration, the City has determined that amended policies are in the best interest of the activities at the Downtown Technology Park and wholly endorse its approval at the soonest opportunity.

Should you have any questions or concerns as they relate to the City's interests in the matter, please feel free to contact my office anytime at 850-435-1627.

Respectfully,

Colleen M. Castille
City Administrator

Committee of the Whole

7.

Meeting Date: 08/15/2013

Issue: Economic Development Project/Navy Super Site

From: George Touart, Interim County Administrator

Information

Recommendation:

Economic Development Project/Navy Super Site (NO BACKUP PROVIDED)

(Scott Luth - 15 min)

A. Board Discussion

B. Board Direction

Committee of the Whole

8.

Meeting Date: 08/15/2013

Issue: Perdido Key Eminent Domain

From: Alison Rogers

Information

Recommendation:

Perdido Key Eminent Domain

(Alison Rogers - 30 min)

A. Board Discussion

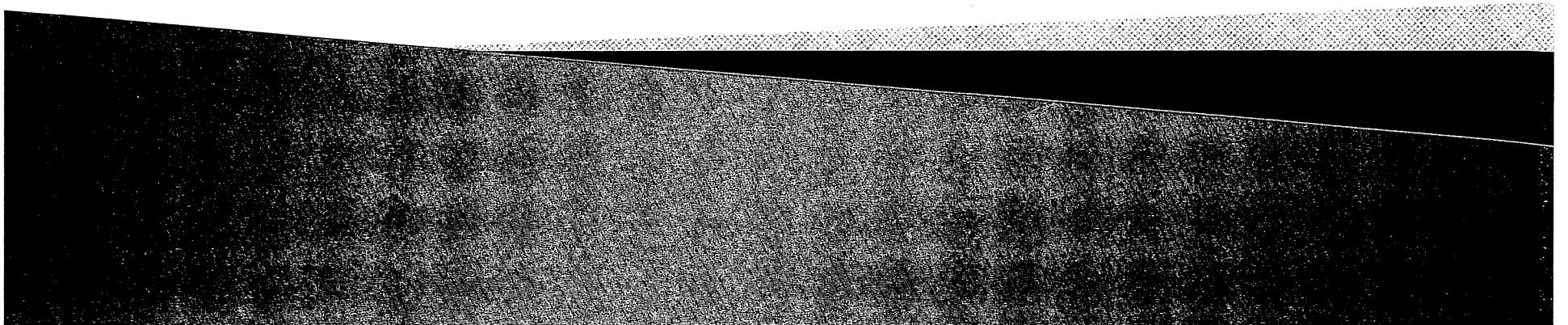
B. Board Direction

Attachments

Eminent Domain: Perdido Key Easements

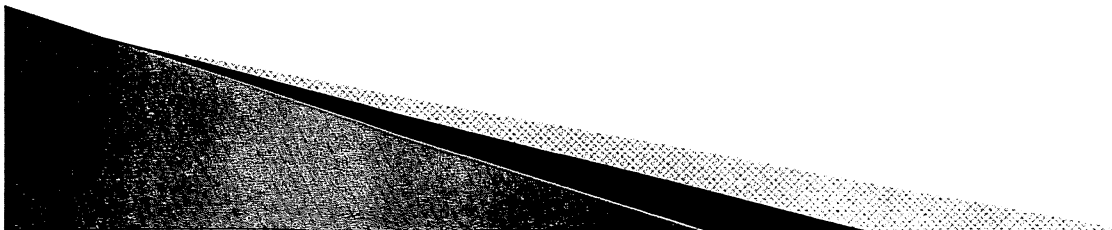
Perdido Key Easements

Eminent Domain



Issues

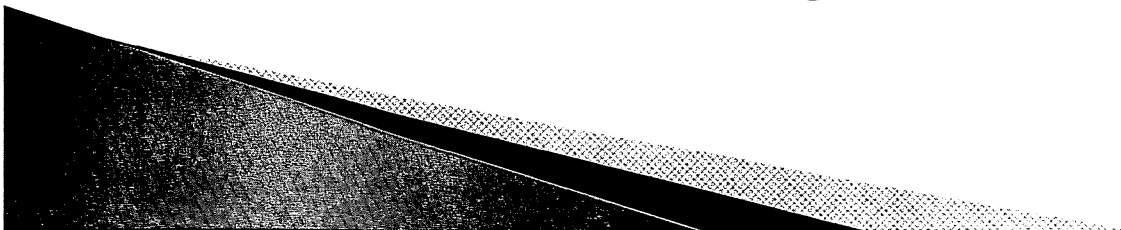
- 1) Duration and Scope of easement
- 2) Method of Eminent Domain
- 3) Entire Key or phases?
- 4) Potential Costs



Board Direction

1) Duration and Scope of easement?

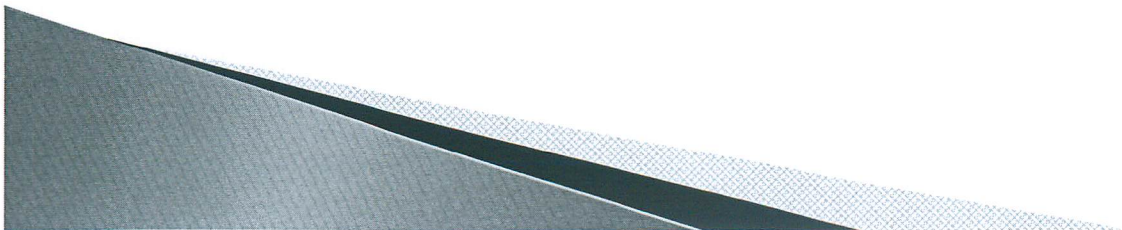
- a) Permanent?
- b) Re-notice all property owners who have agreed to a 15-year easement?
- c) Scope: Grantor retains right to exclude general public; but gives County right to enter property for beach restoration and nourishment, erosion control and environmental monitoring.



Board Direction

2) Eminent domain

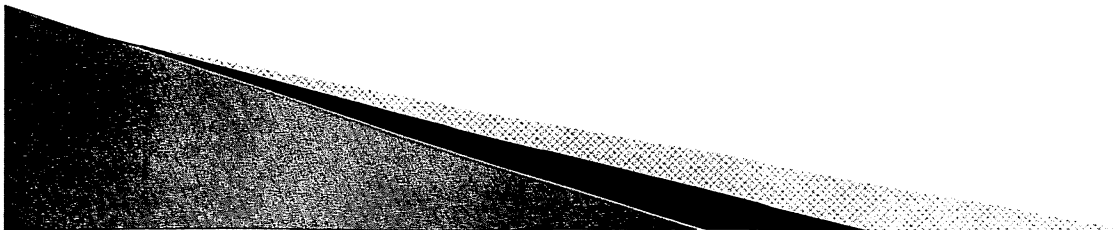
- a) Slow take: County only entitled to easement after compensation decided, or



Board Direction

2) Eminent domain

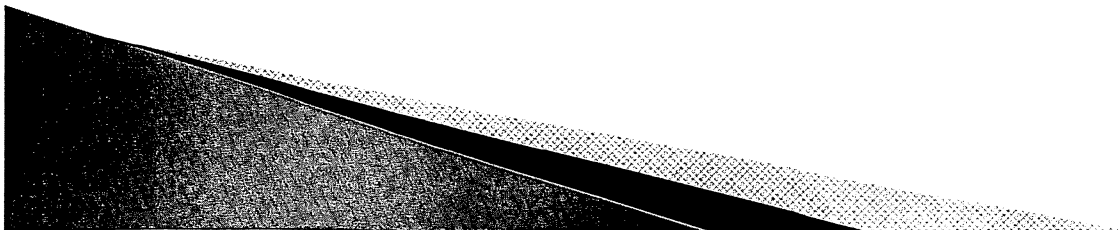
- b) Quick take: County takes easement upon deposit with Court of good faith estimate of compensation; up to parcel owners to object to good faith estimate.

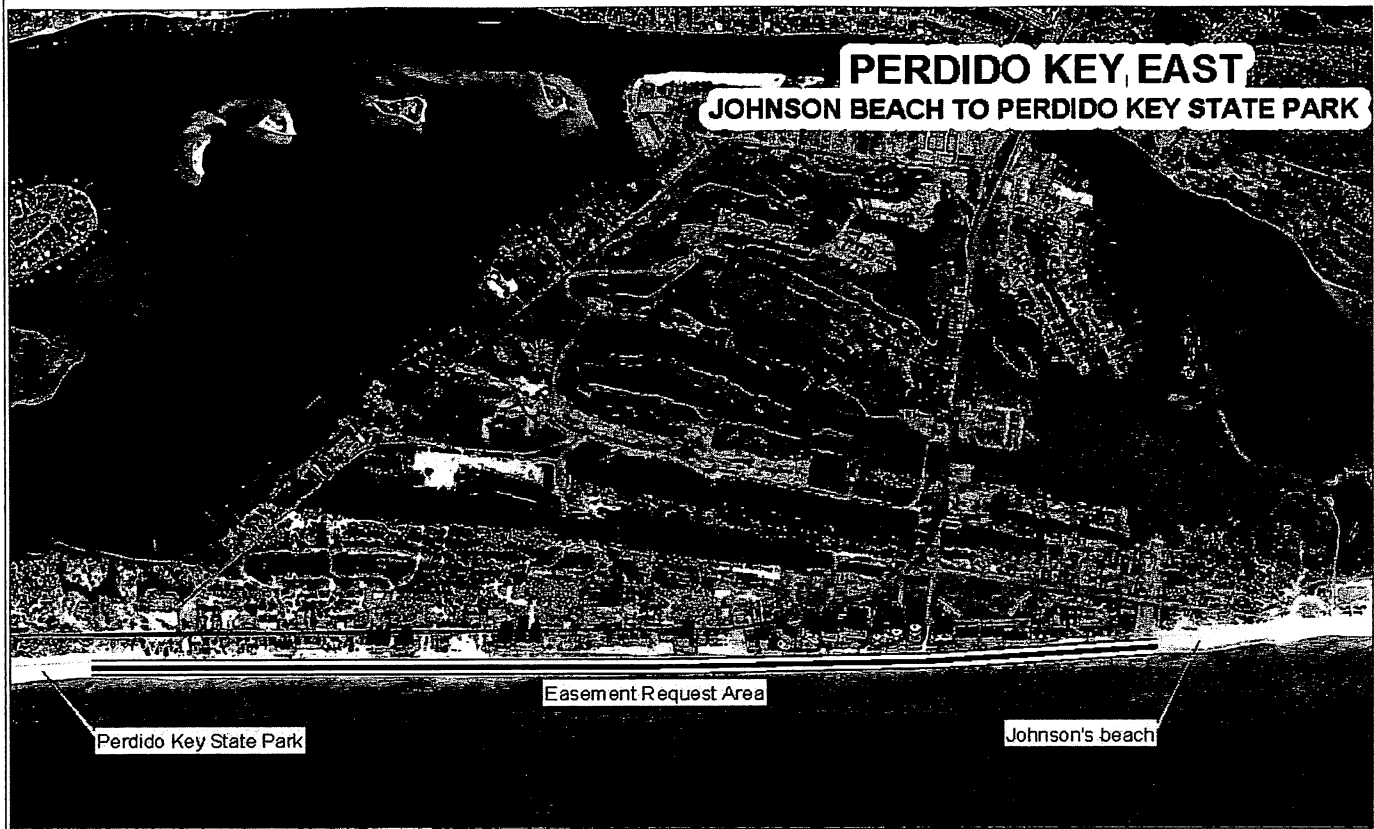


Board Direction

3) Extent of Easement Takings

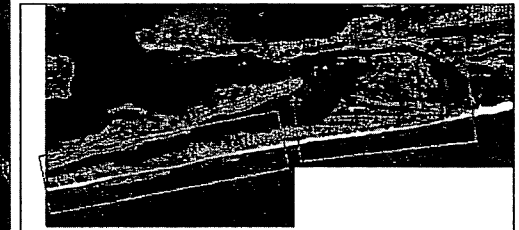
- a) Entire Key, or
- b) Phases with East first, then West sides of the Key (as shown in the next slide).



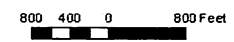


PERDIDO KEY

GULF-FRONT BEACH NOURISHMENT
AND DUNE RESTORATION EASEMENT



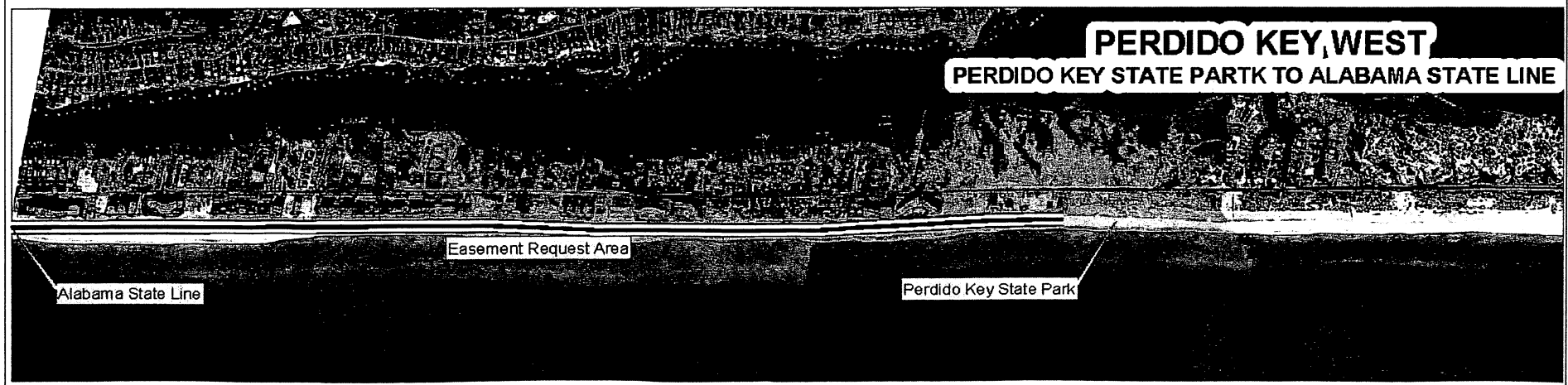
LOCATION MAP (NOT TO SCALE)



LEGEND

- EASEMENT REQUEST AREA

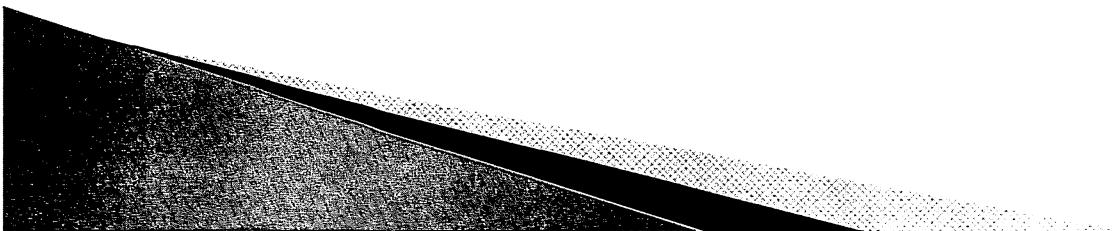
"This map was prepared by the Escambia County Vener Quality and Land Management Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Photography taken in 2009."



Board Direction

4) Potential Costs

- a) Appraiser's Fees for County.
- b) Compensation to be Paid to Parcel Owners.
- c) Retain Eminent Domain Counsel for County.
- d) Statutory Costs: parcel owner's appraiser and engineering expert fees; attorney's fees if benefits obtained are greater than that offered by County.



Committee of the Whole

9.

Meeting Date: 08/15/2013

Issue: Sector Plan

From: Larry Newsom, Assistant County Administrator

Information

Recommendation:

Sector Plan

(Larry Newsom - 10 min)

A. Board Discussion

B. Board Direction

Attachments

DSAP Page from Sept. 15, 2011, BCC Minutes

Amendment to MOU Approved March 4, 2010

MOU Approved Sept. 20, 2007

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

GROWTH MANAGEMENT REPORT – T. Lloyd Kerr, Director, Development Services Department

I. PUBLIC HEARINGS

1. 5:45 p.m. **Second** Public Hearing

Motion made by Commissioner Robertson, seconded by Commissioner Young, and carried 4-0, with Commissioner Valentino absent, adopting an Ordinance (*Number 2011-28*) amending and repealing certain Land Development Code (LDC) Sections to ensure compliance with the State preemption of local firearm regulations; amending Article 6, Section 6.05.01.d., by deleting hunting preserves, shooting ranges, and gun and rifle clubs as conditional uses in the Agricultural (AG) zoning districts; amending Article 6, Section 6.05.01.b., to add hunting preserves, shooting ranges, and gun and rifle clubs as permitted uses in the Agricultural (AG) zoning districts; amending Article 6, Section 6.05.02.d., by deleting the same as conditional uses in the Rural Residential (RR) zoning districts; amending Article 6, Section 6.05.22.d., by deleting the same in the Villages Agricultural (VAG) zoning districts; amending Article 6, Section 6.05.22.b., to add hunting preserves, shooting ranges, and gun and rifle clubs as permitted uses in the VAG zoning districts; this Hearing serves as the **second** of two required Public Hearings before the Board of County Commissioners, as set forth in LDC Section 2.087.04(b) and Florida Statute 125.66(4)(b).

Speaker(s) – None.

2. 5:46 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Valentino absent, adopting an Ordinance (*Number 2011-29*) adopting the Jacks Branch Village and Muscogee Village Detailed Specific Area Plans (DSAP) and supporting maps, as amended to reflect “that the County withhold issuance of any Development Order (D.O.), land disturbance permit, building permit, or any other County approval or permit, for any property within the Sector Plan area, to any individual or corporate signatory to the October 4, 2007, MOU (*Memorandum of Understanding*) between the County and the Development Group, until payment in full, (*in the amount*) of \$156,000, is received by the County, as required by Paragraph 7.B. of the MOU.”

Speaker(s):

R. Todd Harris

Escambia County
Clerk's Original
3/4/2010 GMR11-1

2010-000238 BCC
Mar. 04, 2010 Page 11

AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
ESCAMBIA COUNTY
AND

CLASSIC HOME BUILDERS, INC., LONGVIEW PLANTATION I, LLC,
DDJ LAND COMPANY, LLC

THIS AMENDMENT is made and entered into this 4th day of March, 2010, by and between Escambia County, a political subdivision of The State of Florida (hereinafter referred to as the "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 and Classic Homebuilders, Inc., organized and doing business in The State of Florida, with administrative offices at 6833 Cedar Ridge Drive, Pensacola, Florida 32526, Longview Plantation I, LLC, organized and doing business in The State of Florida, with administrative offices at 40 South Palafox, Suite 500, Pensacola, Florida 32502, and DDJ Land Company, LLC, organized and doing business in The State of Florida, with administrative offices at 7465 North Palafox, Pensacola, Florida 32503, (the previous three parties hereinafter collectively referred to as the "Development Group") and shall amend that certain MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY AND CLASSIC HOMEBUILDERS, INC., LONGVIEW PLANTATION I, LLC, DDJ LAND COMPANY, LLC., dated October 4, 2007 (hereinafter referred to as the MOU). This Amendment is entered into for the purpose described within.

WHEREAS, the parties desire the successful completion and adoption of an Optional Sector Plan as described in § 163.3245, Fla. Stat. (2009); and,

Verified By: *K. W. Ward*

Date: 3/5/10

WHEREAS, the parties desire to clarify and memorialize certain issues, terms and conditions contained in and/or related to the MOU.

NOW, THEREFORE, in consideration of the premises and covenants set forth hereinbelow, as well as other valuable considerations received each party from the other, it is acknowledged and agreed by the parties as follows:

1. The parties acknowledge that the Optional Sector Plan (OSP) and DSAP are undertakings that require a substantial financial commitment by both the County and the Development Group and, as such, the County agrees that in consideration of the Development Group's responsibilities set forth in the MOU, the County shall, in good faith, consider a Development Agreement with each individual real property owner (hereinafter referred to as "an applicant") within the boundaries of the Development Group's real property, at two public hearings, as required by law.
2. The above referenced Development Agreement(s) shall be taken under consideration following the submission of any DSAP by an applicant to the County, so long as the County has sufficient information to make the necessary determinations as to concurrency.
3. The final terms of the Development Agreement shall address all items set forth in sec. 163.3221, et seq., Fla. Stat. (2009), and shall specifically address any and all items of concurrency controlled by, and under the authority of, the County.
4. The parties, recognizing that the build out plans for the OSP and specifically each DSAP are based on a long term vision and, as such, the parties agree that a Development Agreement proposed pursuant to this Agreement is done so for the purpose of reserving

those concurrency items controlled by and under the authority of the County for a period of time as set forth in the Land Development Code.

5. Any Development Agreement considered pursuant to this Agreement may be approved prior to the approval of the DSAP (as referenced in the MOU) by the Escambia County Board of County Commissioners.
6. The parties acknowledge that OSP and DSAP are undertakings that require a substantial financial commitment by both the County and the Development Group and, as such, the members of the Development Group, have previously sold, or may in the future sell, parcels of the Development Group's real property and, as such, in order to maintain the value of the real property within the DSAP, the parties hereto agree that any Development Agreement considered pursuant to this Agreement and the concurrency that may be reserved therein shall run with the project *on the property* proposed in that Development Agreement and each Development Agreement may contain a transferability provision to allow concurrency reservation(s) to survive any transfer of ownership. The specific parcels of real property subject to this Amendment are identified in Schedule 'A' attached hereto and made a part hereof as is if specifically set forth herein.
7. The terms and conditions set forth in this Amendment shall apply to any Development Group member or any successor in interest to a Development Group member whether by sale, transfer, or otherwise, to any third party even though such third party is not a signatory to the MOU or this Amendment.
8. The Development Group acknowledges that the County does not have authority over certain items of concurrency and, as such, acknowledge that this Amendment refers only to those items over which County has authority to grant concurrency.

9. In the event the OSP is abandoned by the County or is never approved by DCA, then the Parties agree that the terms of this Agreement are no longer binding on any Party hereto.
10. The Parties agree that the Development Group shall have fair and equitable input into the development of the DSAP referenced in the MOU, as well as reasonable access to, and communications with, the County's staff and consultant, MSCW, Inc., for the purposes of developing the DSAP from preliminary concept through and the approval of the final DSAP by the Escambia County Board of County Commissioners.
11. The Development Group and the County each acknowledge that this Amendment and the original Memorandum of Understanding set forth the major, substantive issues that the Parties have discussed and to which the Parties have agreed to, in general. However, there may be additional substantive issues that require further negotiations between the Parties and the Parties agree to engage in any such negotiations equitably and in good faith.
12. Any terms, obligations, responsibilities, or other items set forth in the MOU and not specifically addressed in this Amendment, shall remain in full force and effect, as if fully set forth herein.

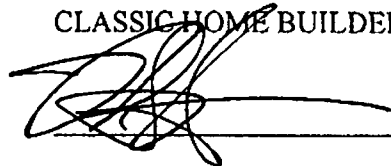
WHEREFORE, each party has caused this Amendment to be executed by its duly authorized representative(s) and agrees that this Amendment shall become effective on the date first mentioned above.

DEVELOPMENT GROUP:

WITNESS:



CLASSIC HOME BUILDERS, INC.



Print Name: Dianne Simpson
C. Schivo
Print Name: Christina Schivo

RICKY L. FACIANE
Title: Vice-President

WITNESS:

Dianne Simpson
Print Name: Dianne Simpson
C. Schivo
Print Name: Christina Schivo

LONGVIEW PLANTATION I, LLC.

DAVID A. BRANNEN
Title: Managing Member

WITNESS:

Marlene Dennis
Print Name: MARLENE DENNIS
Brenda J. Spencer
Print Name: BRENDA J. SPENCER

DDJ LAND COMPANY, LLC.

DONALD W. MOORE
Title: Managing Member

ESCAMBIA COUNTY:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Grover C. Robinson, IV, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk
(SEAL)

BCC Approved: March 4, 2010

Date Executed

3/4/10

This document approved as to form
and legal sufficiency

By: County Attorney
Title
Date 2/26/10

Escambia County
Clerk's Original
9/20/2007/initial A10#13

MEMORANDUM OF UNDERSTANDING

BETWEEN

ESCAMBIA COUNTY

AND

CLASSIC HOME BUILDERS, INC., LONGVIEW PLANTATION I, LLC,
DDJ LAND COMPANY, LLC

THIS AGREEMENT is made and entered into this 4th day of October, 2007, by and between Escambia County, a political subdivision of The State of Florida (hereinafter referred to as the "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 and Classic Homebuilders, Inc., organized and doing business in The State of Florida, with administrative offices at 6833 Cedar Ridge Drive, Pensacola, Florida 32526, Longview Plantation I, LLC, organized and doing business in The State of Florida, with administrative offices at 40 South Palafox, Suite 500, Pensacola, Florida 32502, and DDJ Land Company, LLC, organized and doing business in The State of Florida, with administrative offices at 7465 North Palafox, Pensacola, Florida 32503, (the previous three parties hereinafter collectively referred to as the "Development Group"). This Agreement is entered into for the purpose described within.

WITNESSETH

WHEREAS, the parties desire the successful completion and adoption of an Optional Sector Plan as described in § 163.3245, Fla. Stat. (2006); and,

WHEREAS, on May 24, 2007, the Board of County Commissioners voted by a vote of 5-0 to authorize the hiring of the Consultant (MSCW) for the purpose of the preparation the Sector Plan application and presentation of such application to the DCA; and,

Verified By: D. Harris

Date: 10/8/2007

WHEREAS, on July 19, 2007, the Board of County Commissioner by a vote of 5-0 voted to amend and clarify their earlier action and voted that the County would pay for the entire MSCW contract amount; and,

WHEREAS, §§ 125.01(1)(w) and (3)(a), Florida Statutes (2006) provide for entering into such a contract; and,

WHEREAS, the Development Group has an ownership interest in certain property within the boundaries of the Sector Plan (hereinafter referred to as the "Development Group Property").

NOW, THEREFORE, in consideration of the premises and covenants set out below, and other valuable considerations received each party from the other, it is acknowledged and agreed by the parties as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Purpose.** Pursuant to the ongoing discussions between the County staff and the three above referenced companies, this Memorandum of Understanding sets forth the understanding of the agreement between Classic Homebuilders, Inc., Longview Plantation, LLC., and DDJ Land Company, Inc., (collectively referred to as the "Development Group") and Escambia County (the "County") regarding each Party's participation in the Escambia County Mid-West Sector Plan, referred to herein as the "Sector Plan".

On May 24, 2007 and as amended on July 19, 2007, the Board of County Commissioners authorized the hiring of MSCW, Inc., (the "Consultant") to assist the County in the preparation of the Sector Plan application and the presentation of the application to the D.C.A. The Development Group owns certain real property (the Development Group Property) within the

boundaries of the Sector Plan. A copy of the proposed Sector Plan boundaries including the roads proposed to be developed within the Sector Plan is attached to this Memorandum of Understanding (See Exhibit "A").

The Parties acknowledge that as consideration for the agreements and understandings set forth herein, the Development Group, has, prior to the execution of this Memorandum of Understanding, expended significant funds, in preparation of the initial engineering, planning and documentation for the Sector Plan application. The Parties also acknowledge that the County, in addition to the costs associated with the Consultant's Contract, has spent considerable time and resources on Sector Plan documentation. Both the Development Group and the County hereby acknowledge their commitment to the successful completion of the Sector Plan.

3. Development Group Responsibilities:

A. The Development Group shall provide the Consultant with copies of all the initial engineering, planning and documentation for the Sector Plan prepared by or on behalf of the Development Group. Representatives from the Development Group shall participate on the Sector Plan advisory team.

B. The Development Group shall fund and construct the roadway to be known as Woodlands Parkway (hereinafter the "Parkway") and related infrastructure on the Development Group Property. However, where possible the County shall be responsible for the construction of the section of the Parkway that crosses over real property not owned by the Development Group (Andalusia Road south of Well Line Road).

C. The Development Group shall donate to the County any and all right-of-way across Development Group Property necessary for the construction of, and/or improvement to, the County roads set forth in Paragraph 4.A., below, as well as any property required for

construction of regional storm water treatment facilities and/or ponds required by the County and located on Development Group Property. The width of the right-of-way for the roads to be donated to the County, as well as the location and dimensions of the storm water ponds, shall be determined by mutual agreement of the Parties.

D. The Development Group shall construct any storm water ponds, required to be constructed on Development Group Property, to County specifications and shall retain ownership of all materials removed as a result of the construction of regional storm water ponds; i.e., fill materials, dirt, sand, clay and gravel. The County shall, upon completion of the storm water ponds to County specifications, accept ownership and maintenance of such storm water ponds. The Development Group shall be exempt from any applicable impact fees for storm water ponds constructed on their property and subsequently donated to the County. The Development Group shall be subject to any applicable impact fees and standard requirements for ponds constructed on property owned by the County.

E. The Development Group shall donate sufficient acreage (specific amount/location to be negotiated between the Parties) for recreational parks and passive recreation.

F. The Development Group shall donate sufficient acreage (specific amount/location to be negotiated between the Parties) for storm water and utility systems.

4. County Responsibilities:

A. The County hereby confirms that, as evidenced by the recently adopted Corridor Preservation Ordinance for the area covered by the Sector Plan, it plans to construct and/or improve, as funding for such construction and/or improvement becomes available, the following roads:

1. Quintette Road (from Highway 29 to Jacks Branch Road).

2. Kingsfield Road (to Beulah Road).
3. Well Line Road (to Jacks Branch Road unless the County decides to construct a north-south expressway and determines that Well Line should terminate at said expressway rather than extend all the way to Jacks Branch Road).

B. The County, as soon as practical, shall amend the Corridor Preservation Ordinance to include "Woodlands Parkway". The Development Group shall provide the legal description for "Woodlands Parkway" from its southern terminus north to Barrineau Park Road.

C. "Beeline" Expressway – The Development Group shall provide the necessary right of way, as delineated in the Corridor Preservation Ordinance, across any property owned by the Development Group and required for the construction of the "Beeline" Expressway. In consideration for providing this right-of-way, the County shall pay the individual, effected owners (within the Development Group), appropriate, reasonable and equitable compensation or equivalent development credits. The Parties hereby agree to conduct the negotiations for such compensation and/or equivalent development credits in good faith. Additionally, the County shall grant the Development Group access to the Beeline expressway, if and when constructed, where the Beeline intersects both Quintette Road and Kingsfield Road.

D. "Woodlands Parkway" shall to be donated to the County following completion of construction. As such, the County shall participate and assist (to the extent permitted by law) with the Development Group in the preparation of any wetland crossing permit applications for "Woodlands Parkway", if any such crossings are required for said Parkway.

5. Development Group Bond Program (CDD):

The Parties acknowledge that it is the intent of the Development Group to fund the construction of the Parkway and related infrastructure, as well as any other roadways that are the responsibility of the Development Group, through a private bond program known as a

Community Development District ("CDD") pursuant to Florida Statutes, Chapter 190. The County shall, on a limited basis, participate in the CDD to the extent necessary to construct that portion of the Parkway and related infrastructure across the County right-of-way not owned by the Development Group. (This right-of-way is generally identified as Andalusia Road from Well Line Road south to Muskogee Road and the unimproved right-of-way south of Muskogee Road). The Parties agree that the County's participation shall not subject the County to any liability for the repayment of any portion of the bonds to be issued nor shall the County be subject to any assessments by the CDD for County right-of-way located within the CDD boundaries.

6. Future Land Use Designations and Zoning:

The Parties acknowledge that the Future Land Use designations within the Sector Plan shall be based upon the recommendations of the Consultant, County staff, and fair and equitable input and consideration of the Development Group, as well as, the approval of and any changes required by the DCA.

7. Detailed Specific Area Plan (DSAP):

A. The D.C.A. has the authority to approve a DSAP comprised of a minimum of One Thousand (1,000) acres of real property for development within the Sector Plan area. It is understood and agreed between the Parties that the "scope of work" in the Consultant's Consulting Contract includes the preparation of this initial DSAP. The acreage included in the initial DSAP application shall be comprised of between 1,000 to 3,500 acres of the Development Group's real property as determined by the Consultant with fair and equitable consideration and input from the Development Group. The Parties acknowledge that this DSAP must ultimately be approved by the D.C.A. The underlying zoning designations shall be determined by the Future Land Use Plan as amended by the Sector Plan and ultimately approved by the D.C.A. The

Development Group shall be permitted to file its rezoning application (for the Development Group Property within the initial DSAP) with the County prior to the final approval of the DSAP by the D.C.A. The timing for the filing of this rezoning application shall be based upon the advice of the Consultant and may run concurrently with the preparation of the DSAP as determined by the Consultant. The County shall consider the rezoning application for the acreage within the initial DSAP as soon as practical following the D.C.A.'s approval of the Sector Plan and initial DSAP. If ready and complete, as determined by the Consultant, the Development Group's rezoning application shall be placed on the agenda for a vote on final approval at the first regularly scheduled meeting of the Board of County Commissioners immediately following the D.C.A.'s approval of the initial DSAP.

B. The Development Group shall reimburse the County One Hundred Fifty Six Thousand Dollars (\$156,000.00) for that portion of scope of work in the Consultant's Contract that is directly attributable to the preparation of the initial DSAP.

8. **Communication, Cooperation and Commitments:**

A. The Parties agree to maintain an open and cooperative working relationship and line of communication between one another as well as with the Consultant.

B. The Parties commit to make every effort to respond to inquiries or requests in a timely manner.

C. The Parties agree that the Development Group shall have fair and equitable input into the development of the Sector Plan and with the Consultant.

D. The Parties agree to make every effort to avoid duplication of their efforts with regard to the collection and preparation of data necessary to the preparation of the Sector plan.

E. The Development Group shall have the right to designate two participating members of their choosing to the "Technical Advisory Committee" that is to be formed by the County for the purpose of working with the Consultant in the preparation of the Sector Plan application and the initial DSAP.

9. **Conditions Precedent to the Operation of this Agreement:**

The parties acknowledge and understand that before any of the obligations and commitments set forth in Paragraphs 3. B., C. D., E., and F., Paragraphs 4C and D. and Paragraph 5. this agreement, the following events must take place:

- A. The WFRPC must recommend the Sector Plan to the Department of Community Affairs;
- B. The County must enter into an Agreement with the Department of Community Affairs; and
- C. The Sector Plan must be adopted as part of the Future Land Use Element of the Escambia County Comprehensive Plan and found in compliance by the Department of Community Affairs.

10. **Liaison and Notice:**

A. **Liaison**

1. The Development Group designates Ricky L. Faciane of Classic Home Builders, Inc., as its contact person to facilitate this Agreement.

2. The County designates the Director of Planning & Zoning, T. Lloyd Kerr, as its contact person to facilitate this Agreement.

Should either party change their designated liaison, the party shall notify the other party in writing in a timely fashion.

B. All communication shall be addressed as follows:

To Classic Homebuilders, Inc.: Ricky L. Faciane,
Vice-President
6833 Cedar Ridge Drive
Pensacola, Florida 32526

To County: T. Lloyd Kerr, AICP
Director of Planning & Zoning
1190 W. Leonard St.
Pensacola, Florida 32501

Office number (850) 595-3475

11. **Additional Matters:**

The Development Group and the County each acknowledge that this Memorandum of Understanding sets forth the major, substantive issues that the Parties have discussed and to which the Parties have agreed to, in general. However, there may be additional substantive issues that require further negotiations between the Parties and the Parties agree to engage in any such negotiates equitably and in good faith.

12. **Public Records:** The Parties acknowledge that this Agreement and any related financial records, and its 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, the other Party may, without prejudice to any fight or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents terminate this Agreement.

13. **Assignment:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written

consent of the other Party. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. All Prior Agreement Superseded:

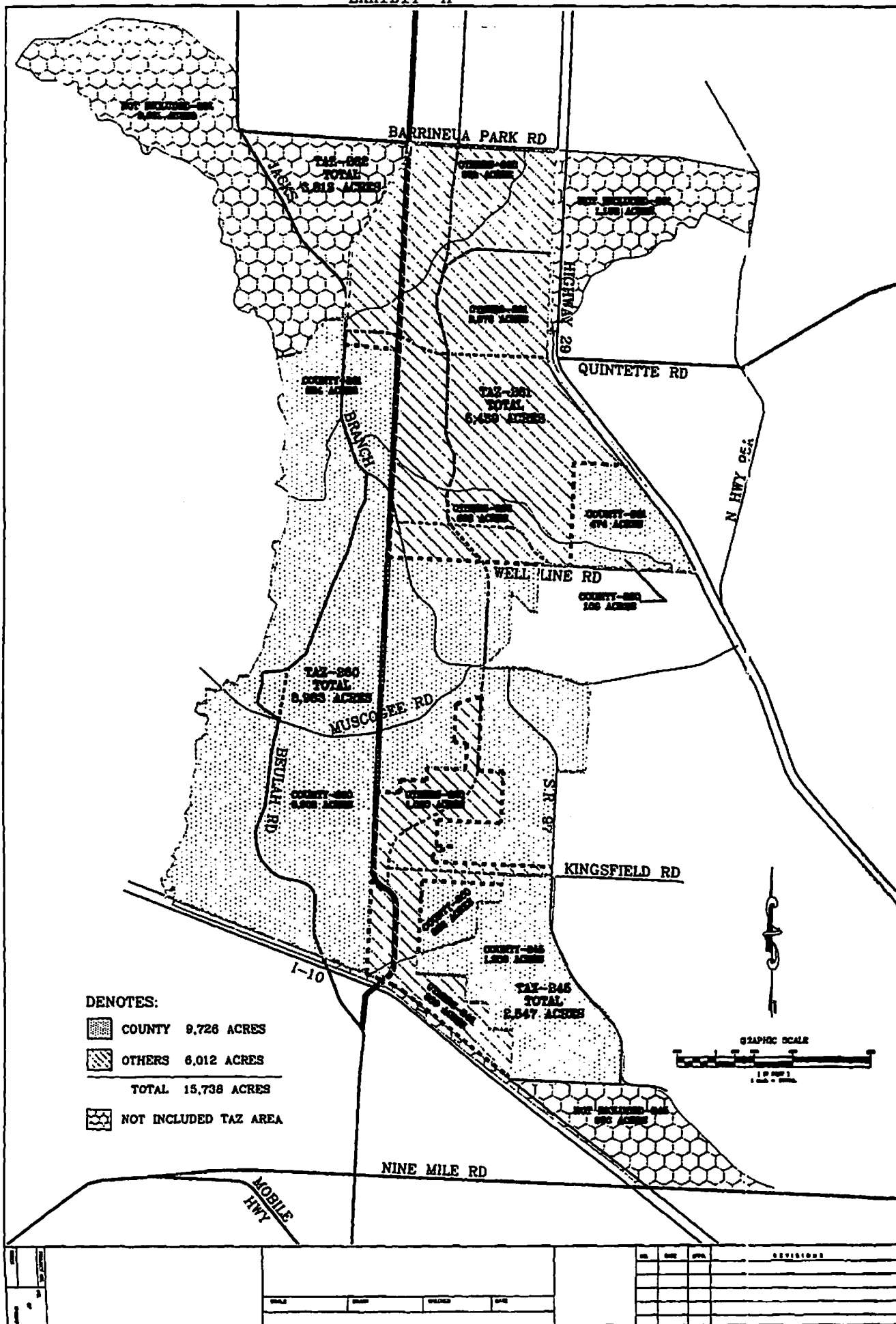
A. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings of the parties hereto applicable to the matters contained herein, and the Parties agree that except for the existing agreement between the County and MSCW there are no commitments, 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.

B. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

16. 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.

17. 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.




18. **Effective Date and Amendment:** This Agreement shall be effective upon execution by both parties. This Agreement may be amended with the consent of both parties.

THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the dated mentioned above.


DEVELOPMENT GROUP:

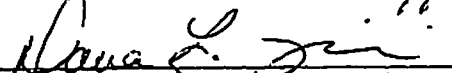
WITNESS:


Print Name: David A. Sapp


Print Name: Dana L. Tripoli


WITNESS:


Print Name: David A. Sapp


Print Name: Dana L. Tripoli

WITNESS:


Print Name: Alan S. Lee


Print Name: Michael C. Cranley

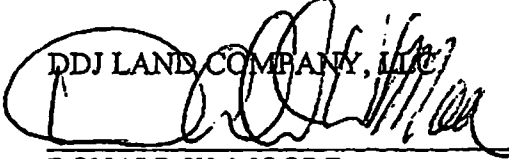
CLASSIC HOME BUILDERS, INC.


RICKY L. FACIANE
Title: Vice-President


LONGVIEW PLANTATION I, LLC.


DAVID A. BRANNEN
Title: Managing Member

DDJ LAND COMPANY, LLC



DONALD W. MOORE
Title: Managing Member

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: 
Kevin W. White, Chairman

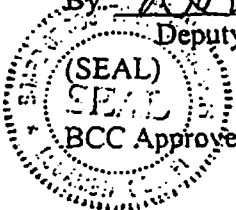
DATE EXECUTED 10-04-2007

This document approved as to form
and legal sufficiency

By: 
Title Deputy County Attorney
Date 10/3/07

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: 
Deputy Clerk



BCC Approved: 9-20-2007

BCC APPROVED 09-20-2007

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, and ex-officio Clerk of 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 Memorandum of Understanding as the same was duly approved at a Regular Meeting of the Board held on the 20th day of September, 2007, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 9th day of October, 2007.

ERNIE LEE MAGAHA, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER AND
EX-OFFICIO CLERK OF THE BOARD OF
COUNTY COMMISSIONERS OF ESCAMBIA
COUNTY, FLORIDA



By Patricia M. Cotton
Deputy Clerk

Committee of the Whole

10.

Meeting Date: 08/15/2013

Issue: Local Preference Procurement

From: Amy Lovoy, Department Head

Information

Recommendation:

Local Preference Procurement

(Amy Lovoy/Claudia Simmons - 30 min)

A. Board Discussion

B. Board Direction

Attachments

Local Preference Procurement

Local Vendor Preference Components - Comr. Barry

Local Preference Procurement

Local Preference in Sealed Bids

- If the firm with the lowest cost and most responsive bid is non-local but the 2nd lowest cost and responsive bid is a local firm, the local firm would be given 5 working days to match or beat the lowest bid subject to the following terms:
 - Local firm must be within 5% of the lowest bid on bids between \$50,000 and \$249,999
 - Local firm must be within 3% of the lowest bid on bids between \$250,000 and \$999,999
 - Local firm must be within 2% of the lowest bid on bids over \$1,000,000

Local Preference Requirements

- Only firms with a local presence are eligible for the sealed bid preference.
- A local firm will be defined as a business with a physical address in Escambia County* . A minimum of 1 employee must work from this business location.
 - A Post Office Box would not be considered sufficient.

* Businesses meeting the same criteria with physical addresses in Santa Rosa County would also qualify for the preference.

Maximum Preference

- The maximum amount local vendors would be allowed to alter their bid would be \$50,000 per solicitation.
- A change in the County's procurement Ordinance is required to implement this preference.
- Assuming Board approval program would become effective October 1, 2013.

Local Preference for Vehicles/Heavy Equipment

- Vehicle/Heavy Equipment specifications will be listed on the County's website along with the maximum amount the County is willing to pay for the item.
- Items will be listed on the website for a minimum of 10 working days.
- Local vendors who wish to match or beat the County's maximum amount shall submit a sealed bid to the Office of Purchasing by the advertised deadline.

Local Preference for Vehicles/Heavy Equipment

- The lowest most responsive bid from a local vendor shall be awarded the business.
- Local vendors shall have a 60 days to fulfill the purchase unless otherwise allowed by the County.

Local Preference for Vehicles/Heavy Equipment

- Only bids that meet the exact specifications and quantity will be considered responsive.
 - Specifications and/or quantity will not be altered for local preferences.

Local Vendor Preference Components

- Apply when a non-local vendor is low bidder, but a where a local vendor is with certain limits
- Local vendor is given the opportunity to match the low bid amount, so that the tax payers are not impacted
- Preference given on formal, low bid award contracts
- Local defined as "Having a physical address, business located inside Escambia County, with a post office box alone not being sufficient"
- Timeframe on the establishment of a physical business presence (None necessary, 6 months, 1 year)(Some counties require, some do not)
- Tier the amount of preference based on low bid amount

5%	Low bid between \$	50,000 - 249,999
3%		250,000 - 999,999
2%		1,000,000 and over

- Institute a maximum local vendor benefit of \$ 50,000

Escambia County Purchasing Worksheet

Instructions: This form is to be completed for any purchase of goods or contract for services where Escambia County will utilize a contract competitively bid by another governmental agency (i.e. "Piggyback").

Where the purchase requires approval by the Escambia County BCC, a copy of this completed form will be attached to the agenda backup. If BCC action is not required, then a copy will be filed with the Escambia Clerk prior to issuance of the purchase order.

Soliciting Agency: _____

Contract # _____

Vendor: _____

Item/Service: _____

1) Were formal or informal quotes obtained and attached, if necessary?

Y N

2) Was item/service posted to county opportunity website for at least 60 days prior to request, including contract pricing and specs?

Y N

3) Is the county purchasing at the same price as the soliciting agency?

Y N

Name and Title: _____

Sign and Date _____

Committee of the Whole

11.

Meeting Date: 08/15/2013

Issue: Donation of a Parcel of Land at the Mouth of Weekly Bayou

From: Keith Wilkins, Department Director

Information

Recommendation:

Donation of a Parcel of Land at the Mouth of Weekly Bayou

(Keith Wilkins - 15 min)

A. Board Discussion

B. Board Direction

Attachments

Weekly Bayou Issues

Weekly Bayou Map



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

August 15, 2013 Committee of the Whole Workshop

TO: Board of County Commissioners

FROM: Keith Wilkins, Director, Community & Environment Department

DATE: July 24, 2013

RE: Donation of a Parcel of Land at the Mouth of Weekly Bayou

Issue:

Acceptance of property for the purpose of maintenance of Weekly Bayou entrance channel

Background:

After numerous meetings with the Weekly Bayou Improvement Association, County staff and Administration, the Association voted to turn the property at the mouth of Weekly Bayou over to the County for channel and groin maintenance. This transfer is with the following stipulations:

1. Property acceptance be at no cost to the County;
2. The County not place a boat ramp on the property or within the area of the Weekly Bayou Improvement Association;
3. That the County provide assurance that if no action is taken to maintain the channel and groin within five years, the property revert back to the Association;
4. The County be provided the easement to the property for maintenance activities;
5. The property due diligence be acceptable to the Board of County Commissioners;
and
6. Other stipulation as directed by the Board of County Commissioners.

Funding:

Currently the County has not identified funding to maintain the channel or groin. Maintenance would consist of assuming the Florida Department of Environmental Protection submerged land lease of approximately \$4,900 through 2026, periodic dredging and maintenance of the current groin should it be compromised.

Board Direction:

Does the Board desire to pursue due diligence and other specifics as desired to determine acceptance of the property?



Chris Jones - Escambia County Property Appraiser

07-SS-32-2

MEADSON POINT RD

MEADSON WAY

MEADSON LN

40m

100ft



Committee of the Whole

12.

Meeting Date: 08/15/2013

Issue: Property Assessed Clean Energy (PACE) Program

From: Keith Wilkins, Department Director

Information

Recommendation:

Property Assessed Clean Energy (PACE) Program

(Alison Rogers/Keith Wilkins - 20 min)

A. Board Discussion

B. Board Direction

Attachments

PACE Issue Paper



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

August 15, 2013 Committee of the Whole Workshop

TO: Board of County Commissioners

FROM: Keith Wilkins, Director, Community & Environment Department

DATE: August 12, 2013

RE: Property Assessed Clean Energy (PACE) Program

Issue: Consideration of Adopting a Property Assessed Clean Energy Program

Background:

The PACE Program is a voluntary property energy conservation finance mechanism that allows financing of energy efficiency upgrades to be repaid through an ad valorem assessment. This program is financed by several organizations and collected through local Tax Collectors and levied by local Property Appraisers through agreements with those Constitutional Officers. Enforcement for the collection of the assessments is conducted by the finance organization. Enactment requires authorization of a Resolution and selection of such finance/administrative organization by the local government entity such as a County Commission. Examples of PACE activity in Florida by local governments are included below. We have a letter of interest in a program from Simon Enterprises, owners of Cordova and University Mall properties and Simon has utilized the program to retrofit other properties they own and manage across the country. They are a known supporter of the program.

Florida Green Energy Works Program:

- 11 cities across 4 counties: (Town of Lantana, City of Lake Worth, Town of Mangonia Park, City of West Palm Beach, City of Delray Beach, City of Boynton Beach and Village of Tequesta in Palm Beach County; City of Fellsmere and City of Sebastian in Indian River County; City of Stuart in Martin County; City of Gulfport in Pinellas County).
- Focused on commercial properties currently until issues surround residential properties are resolved.
- Multi-jurisdictional program formed through interlocal agreement pursuant to Section 163.01, F.S. Any local government in the State can participate now without further action except passage of Resolution to execute Interlocal. Includes 7 Board members (3 currently filled) with formation of "regional" Boards as more regional programs develop.
- www.floridagreenenergyworks.com
- Agreements in place with Palm Beach County Property Appraiser and Tax Collector and are being provided to other County entities for establishment of levy and collection system.
- Source of capital: open market, any source of capital including national and local banks as well as private equity funds.

Green Corridor Program:

- 7 cities within Miami-Dade County: Miami Shores; Pinecrest; Cutler Bay; Palmetto Bay; South Miami; Miami (Commercial & Multi-Family Only); Coral Gables (Commercial Only).
- 5 participating cities will complete residential and commercial projects. Programs documents include a disclosure to property owners that they may have issues with their mortgage lender if they complete a residential PACE project.
- Program only includes the 7 municipalities pursuant to interlocal agreement. New participating local governments have to form a new multi-jurisdictional entity to launch a new “corridor”.
- https://ygrene.us/fl/green_corridor
- Status unknown in terms of actual levy and collection system.
- Source of capital: interlocal entity or underlying local government issues bonds for purchase by unknown investors.

Florida PACE Funding Agency:

- Nassau County, Flagler County and City of Kissimmee
- Includes residential and commercial projects.
- Governments participate through a “Subscription Agreement” providing control of program over to Board consisting of representatives from City of Kissimmee, Flagler County and Miami-Dade County.
- www.floridapace.gov
- Status unknown in terms of actual levy and collection status.
- Seeking a combination of a bond issuance and private capital provided by Samas.

Other local government activities:

- Lee County in negotiations with a PACE vendor for last 7 months after competitive bid.
- Leon County launching negotiations with a PACE vendor after a competitive bid.
- Broward re-launching competitive bid process after terminating original year-long bid process.
- Pinellas has issued a competitive bid.
- Hillsborough completed Request for Information likely to move forward with competitive bid.
- City of Tarpon Springs completed Request for Information, timeframes to move forward unknown.

Funding:

Funding is not required by Escambia County. All funding, financing, marketing, administrative and collection enforcement is provided by the financing company.

Board Direction:

The Board consider to either opt into an existing program or conduct a solicitation for PACE services.

Committee of the Whole

13.

Meeting Date: 08/15/2013

Issue: Animal Services Policy Issues

From: Marilyn Wesley, Department Director

Information

Recommendation:

Animal Services Policy Issues (BACKUP TO DISTRIBUTED UNDER SEPARATE COVER)

(Marilyn Wesley/Delfi Messinger - 30 min)

A. Board Discussion

B. Board Direction
