THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOMAFFECTING 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.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – August 8, 2013 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

   The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, 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 – Associate Pastor Ashley Wilkinson Meyer, Cokesbury Methodist 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 four Proclamations:

A. Adopt the Proclamation commending and congratulating Kenneth E. Mudge on his selection as the “Employee of the Month” for August 2013;

B. Adopt the Proclamation commemorating the Wounded American Veterans Event (W.A.V.E.) 2013 “A Day on the Bay” in Escambia County and urging the citizens of Escambia County to join with members of the Pensacola Yacht Club, the Navy Yacht Club, the Pensacola Beach Yacht Club, the Point Yacht Club, the Ft. Walton Yacht Club, and the Eglin Yacht Club to support this effort to express this community’s patriotism and to salute with pride and gratitude the brave men and women who have sacrificed so much for our country;

C. Ratify the Proclamation dated July 31, 2013, joining the congregation of Friendship Missionary Baptist Church in celebration of its 80th anniversary, congratulating Friendship Missionary Baptist Church on the occasion of the first service at the new church location, and wishing Reverend LuTimothy May, Sr., and the congregation continued growth, grace, and favor as they continue to serve in our community; and

D. Ratify the Proclamation dated August 1, 2013, extending gratitude to Mr. Ralf Larry “Moose” Morris for all of his many kindnesses and dedication to his friends and his community, and congratulating him for being inducted into the University of Florida Hall of Fame as a “Distinguished Letter” winner.

7. Written Communication.

July 2, 2013 - Email communication from Greg Rideout, Acura Title Company, requesting the Board approve a partial release of a Code Enforcement Lien attached to property located at 6 Rowland Court.

Recommendation: That the Board review and consider lien relief request made by Greg Rideout, Acura Title Company, against property located at 6 Rowland Court.

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.

8. 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.

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending the Land Development Code Articles 2 and 6, Barrancas Overlay District.

Recommendation: That the Board adopt an Ordinance to amend the Escambia County Land Development Code (LDC), amending Article 2, "Administration," Section 2.14.02, to revise the language for clarity purposes; and amending Article 6, "Zoning Districts," Section 6.07.02, to amend certain R-3 and R-4 zoning district building design standards within the Barrancas Overlay District.

10. 5:32 p.m. Public Hearing concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation."

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation":

A. Ratify the scheduling of the August 8, 2013, 5:32 p.m., Public Hearing, for the purpose of soliciting public comment on the proposed use of the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation" funds received from the United States Department of Justice;

B. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation" funds. Total estimated amount of funds for Escambia County, Florida, is $134,963;

C. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

1. Review and approve the online Grant Application;

2. Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and

3. Sign or validate online any other program requirements as may be required by the funding authority; and

D. Authorize the Chairman to sign or validate online any other program requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

11. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance repealing Volume 1, Article I, Chapter 62, Section 62-1, of the Escambia County Code of Ordinances, designating the Sheriff as Chief Correctional Officer.

Recommendation: That the Board take the following action concerning the Escambia County Correctional System:

A. Adopt an Ordinance repealing Volume 1, Article I, Chapter 62, Section 62-1, of the Escambia County Code of Ordinances, designating the Sheriff as Chief Correctional Officer; providing for inclusion in the Code; providing for an effective date; and

B. Authorize termination of the Memorandum of Understanding between Escambia County Board of County Commissioners and Sheriff of Escambia County transferring responsibility for the Escambia County Correctional System, to include the Escambia County Jail and Jail Annex, from the County to the Sheriff, effective 12:01 a.m., on October 1, 2013.

12. 5:34 p.m. Public Hearing for consideration adopting an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-25 and 10-26, of the Escambia County Code of Ordinances, establishing public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-25 and 10-26, of the Escambia County Code of Ordinances, establishing public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

13. 5:35 p.m. Public Hearing for consideration of adopting an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-3, 10-7, 10-11, 10-19, 10-23, and 10-24, of the Escambia County Code of Ordinances, relating to Animal Control.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-3, 10-7, 10-11, 10-19, 10-23, and 10-24, of the Escambia County Code of Ordinances, relating to Animal Control.

14. 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 Gas Distribution Franchise Ordinance by the City of Pensacola

That the Board accept, for filing with the Board's Minutes, the July 23, 2013, *Acceptance of Gas Distribution Franchise Ordinance No. 2013-24 by City of Pensacola*, as received in the Clerk to the Board's Office on July 23, 2013.

2. 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 Regular Board Meeting held July 25, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 25, 2013;

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held July 18, 2013; and

D. Accept, for filing with the Board's Minutes, the Report of the Budget Committee of the Whole (C/W) Workshop held July 9 and July 10, 2013.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on July 1, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on July 1, 2013:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-13, Z-2013-14, and Z-2013-15 or remand the cases back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2013-13**
Address:	12511 Lillian Highway
Property Reference No.:	02-2S-32-6000-005-002
Property Size:	3.26 (+/-) acres
From:	R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)
To:	C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Bobby and Sally Reynolds, Owners
Planning Board Recommendation:	Denial
Speakers:	Bobby Reynolds, Lisa Minshew, Barbara Lenn, John Catchoh, Kara George Oshana, Dorothy Oshana, Les Senft, Debra Warren, Betty Catchoh

2. Case No.:	**Z-2013-14**
Address:	7585 Mobile Highway
Property Reference:	16-1S-31-3304-000-003
Property Size:	3.92 (+/-) acres
From:	R-2, Single-Family District (cumulative), Low-Medium Density (seven du/acre)
To:	AG, Agricultural District, Low Density (1.5 acres/du)
FLU Category:	MU-S, Mixed-Use Suburban

Commissioner District:	1
Requested by:	Albert and Marie Jones, Owners
Planning Board Recommendation:	Approval
Speakers:	Albert Jones, Matthew Mosley

3. Case No.:	**Z-2013-15**
Address:	6365 Helms Road
Property Reference:	21-1S-31-2101-001-001; 20-1S-31-1101-000-000
Property Size:	99.97 (+/-) acres
From:	AG, Agricultural District, Low Density (1.5 acre/du)
To:	R-1, Single-Family District, Low Density (four du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Brian Brown, Agent for Figure 8 (Florida), LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Brian Brown, Matthew Mosley, Karen Qualls, James Higdon, Elizabeth Zdunich

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on July 1, 2013, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. <u>5:46 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Text Amendment CPA-2013-02</u>

   That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance to the Comprehensive Plan Article amending Chapter 7, Future Land Use, Policy FLU 1.1.12, "Family Conveyance Exception".

   At the July 1, 2013, Planning Board meeting, the Board recommended approving transmittal to DEO.

4. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 6 Zoning Districts

   That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Article 6.05.10.B. To allow as a permitted use in the R-3PK zoning district, restaurants, including the sale of beer, wine, and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities.

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

   At the July 1, 2013, Planning Board meeting, the Board recommended approval of this Ordinance.

5. 5:49 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, "Future Land Use Element"

   That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity, an Ordinance amending Chapter 7, “The Future Land Use Element,” to adopt the Navy Federal Credit Union Urban Service Area; creating a new FLU 6 with associated objective and policies; amending the 2030 Future Land Use Map, adopting a boundary for the Navy Federal Credit Union Urban Service Area.

   At the July 1, 2013 Planning Board meeting, the Board recommended approving transmittal to DEO.

6. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 7, Marina Siting

   That the Board of County Commissioners (BCC) adopt an Ordinance to the Land Development Code (LDC) Article 7, Marina Siting.

   At the July 1, 2013 Planning Board meeting, the Board recommended approval of the Ordinance to the BCC.

7. 5:51 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Article 6 Accessory Uses

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Article 6.03.01., to allow chickens as permitted accessory uses for single family residential dwellings.

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

At the July 1, 2013, Planning Board meeting, the board recommended approval; however, a grammatical change has been made to page 2 line 20-21 to reflect the following:

"Notwithstanding any prohibition of farm animals or minimum lot area established for farm animals, the raising of chickens is allowed in all zoning districts ~~except Pensacola Beach and Perdido Key~~ where single-family residential dwellings are permitted primary uses, except those zoning districts specifically designated for Pensacola Beach and Perdido Key, . . . "

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, August 20, 2013:

1. 5:45 p.m. - A Public Hearing - LDC Article 6 - Allowing Chickens as Accessory Uses to Single Family Dwellings (Second of Two Public Hearings); and

2. 5:46 p.m. - A Public Hearing - LDC Article 6 - Allowing Alcohol Sales in R-3PK Zoning (Second of Two Public Hearings); and

B. Thursday, September 5, 2013 - 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on August 5, 2013:

1. Case No.:	**Z-2013-07**
Address:	2755 Fenwick Road
Property Reference No.:	42-1S-30-3001-001-003
Property Size:	2.14 (+/-) acres
From:	R-5, Urban Residential/Limited Office District, (cumulative) high density (20 du/acre)
To:	C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	1
Requested by:	Buddy Page, Agent for Robertson and Brazwell, LLC, Owner

2. Case No.:	**Z-2013-16**
Address:	2640 W. Michigan Avenue
Property Reference No.:	42-1S-30-3004-000-003
Property Size:	2.23 (+/-) acres
From:	C-1, Retail Commercial District (cumulative) (25 du/acre)
To:	C-2NA, General Commercial and Light Manufacturing District (cumulative), Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)

FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	1
Requested by:	Thomas Arnett, President for Crystal Beach Homes, Inc., Owner

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Extension of the 2013 Ad Valorem Property Tax Roll - Amy Lovoy, Management and Budget Services Department Director

   That the Board approve extending the 2013 Ad Valorem Property Tax Roll prior to completion of the Value Adjustment Board Hearings, to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

2. Recommendation Concerning the Request for Waiver of Training Expenditure Requirement by Workforce Escarosa, Inc. - Marilyn D. Wesley, Community Affairs Department Director

   That the Board adopt and authorize the Chairman to sign the Joint Resolution of the Escambia County and Santa Rosa County Boards of Commissioners, supporting the request for a waiver of the 50% training expenditure requirement by Workforce Escarosa, Inc., to be forwarded to Workforce Florida, Inc., thusly allowing for a 40% training services funds expenditure for WIA (Workforce Investment Act) Adult and Dislocated Workers under the recently-amended Florida Workforce Innovation Act.

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

   That the Board confirm the reappointment of William J. "Jay" Overman, III, Owner, Online Employment Media, Inc., to the Workforce Escarosa, Inc., Board of Directors, as a private sector representative, for a third three-year term, per the end date of his previous appointment, with the term of appointment to be effective September 20, 2013, through September 19, 2016, with special dispensation requested for this additional term of service.

4. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

   That the Board approve the Request for Disposition of Property Form for the Community Corrections Division, Corrections Department, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or properly disposed of.

5. Recommendation Concerning the Collective Bargaining Agreement Between the Escambia County Board of County Commissioners and the International Association of Firefighters Local 4131 - Thomas G. “Tom” Turner, Human Resources Department Director

That the Board take the following action concerning the first Collective Bargaining Agreement between the Escambia County Board of County Commissioners and the International Association of Firefighters (IAFF) Local 4131:

A. Approve the Collective Bargaining Agreement between the Escambia County Board of County Commissioners and the International Association of Firefighters Local 4131, with an expiration date of September 30, 2015; and

B. Authorize the Chairman, Interim County Administrator, and Human Resources Department Director to execute the Agreement.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #203 - Amy Lovoy, Management and Budget Services Department Director

   That the Board adopt the Resolution approving Supplemental Budget Amendment #203, FTA Capital Projects Fund (320) in the amount of $2,939,734, to recognize proceeds from the Federal Transit Administration (FTA), and to appropriate these funds to be used for various Mass Transit Capital Projects associated with the Escambia County Area Transit System (ECAT).

2. Recommendation Concerning Supplemental Budget Amendment #206 - Amy Lovoy, Management and Budget Services Department Director

   That the Board adopt the Resolution approving Supplemental Budget Amendment #206, General Fund (001) in the amount of $128,191, to recognize the Sheriff's Department off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds for Law Enforcement activities in Escambia County.

3. Recommendation Concerning Supplemental Budget Amendment #213 - Amy Lovoy, Management and Budget Services Department Director

   That the Board adopt the Resolution approving Supplemental Budget Amendment #213, Other Grants and Projects Fund (110) in the amount of $107,457, to recognize proceeds from a State of Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for construction of the Bellview Elementary School Sidewalk Project.

4. Recommendation Concerning the Bellview Sidewalk Project - Amy Lovoy, Management and Budget Services Department Director

   That the Board award a Contract for the Bellview Sidewalk Project, PD 12-13.034, to Roads, Inc., of NWF, in the amount of $437,865.79.

   [Funding: Fund 110, Other Grants and Projects, Cost Center 210515, Object Code 56301, $316,577; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #10EN0641, $121,288.79]

5. Recommendation Concerning the Local Agency Program Agreement Project Construction Engineering Inspections for the County Road 97 (Jacks Branch Road) Safety Improvements Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Metric Engineering, Inc., per the terms and conditions of PD 12-13.047, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for County Road (CR) 97 (Jacks Branch Road) Safety Improvements Project, in the amount of $368,065.46.

[Funding: Fund 352, LOST III, Cost Center 210113, Object Code 56301, Project Number 13EN2325]

6. Recommendation Concerning Price Increases for the Various Road Materials Pricing Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the price increase proposed by Roads, Inc., of NWF, to be effective retroactively March 28, 2013, per the terms and conditions of PD 10-11.028, Various Road Materials Pricing Agreement, approved on May 5, 2011, as follows:

Asphalt Price Per Ton

Current County Price	Proposed Increase
$48.40/ton 1-20 tons	$54.90/ton 1-20 tons
$47.80/ton 21-1,000 tons	$54.30/ton 21-1,000 tons

[Funding: Fund 175, Transportation Trust Fund, Cost Center 20402, Object Code 55301, $250,000; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208, $500,000; Fund 352, Lost III, Cost Center 210107, Object Code 56301, Project No. 09EN0388, $250,000]

7. Recommendation Concerning an Application for a Certificate of Need for Circle J Roll-Offs South, Inc. - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity, for Circle J Roll-Offs South, Inc.:

A. Approve the Application for a Certificate of Need, permitting Circle J Roll-Offs South, Inc., to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

8. Recommendation Concerning the Amendment of Contract #AH102 by Big Bend Community Based Care - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Amendment of Contract #AH102 by Big Bend Community Based Care, which 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:

A. Approve the Contract AH102, Amendment #005, between Big Bend Community Based Care and Escambia County Board of County Commissioners, which revises the standard Contract total dollar amount; revises Exhibit "B," Method of Payment; and replaces Exhibit "G," Services to be Provided; and

B. Authorize the Chairman to sign the Amendment of Contract #AH102.

[Funding: This is a fixed price (unit cost) Contract; Big Bend Community Based Care shall pay for the delivery of authorized services specified in Exhibit "G," Services to be Provided (revision #5), in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed $136,951.80, subject to the availability of funds]

9. Recommendation Concerning the Escambia County Animal Services and Animal Control Fee Schedule - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Escambia County Animal Services and Animal Control Fee Schedule:

A. Adopt the Resolution authorizing the revision of fees for certain civil infraction penalties imposed pursuant to Chapter 10 of the Escambia County Code of Ordinances relating to animals; and

B. Authorize the Chairman to sign the Resolution.

10. Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property Located on Barrineau Park Road (Highway 196) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property (approximately 2.73 acres), located on Barrineau Park Road (Highway 196), from Donna Jacobi Pruett, William Albert Jacobi, Larry Neil Jacobi, and James Lee Jacobi, as the heirs of William Merwin Barrineau:

A. Accept the donation of a parcel of real property (approximately 2.73 acres), located on Barrineau Park Road (Highway 196), from Donna Jacobi Pruett, William Albert Jacobi, Larry Neil Jacobi, and James Lee Jacobi, as the heirs of William Merwin Barrineau;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road right-of-way and related drainage infrastructure, and the County benefits from the acceptance of this property, which provides adequate property for maintenance and future upgrades to the roadway system, which enhances the safety and well-being of the citizens of Escambia County;

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

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

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

11. Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement - Bellview Elementary School Sidewalks - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Supplemental Agreement between the State of Florida Department of Transportation and Escambia County, to adjust and increase the funding amount from $416,801 to $524,258, for additional funding for construction of the Bellview Elementary School Sidewalk Project:

A. Approve the State of Florida Department of Transportation, Local Agency Program (LAP) Supplemental Agreement, between the State of Florida Department of Transportation (FDOT) and Escambia County; and

B. Adopt a Resolution authorizing the Chairman to sign the LAP Supplemental Agreement.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Supplemental Agreement. FDOT will reimburse the County $107,457 under this LAP Supplemental Agreement, bringing the total reimbursement to $524,258.]

12. Recommendation Concerning the Amendment to Sales Agreement for the Acquisition of Real Property Located at 10836 Lillian - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to execute the Amendment to Agreement for Sale and Purchase of Property from RL REGI Florida, LLC, for the acquisition of real property located at 10836 Lillian Highway.

[Funding for this Project is available in Funding Source: Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

Meeting in regular session on June 10, 2013, the Board approved the Agreement for Sale and Purchase for the acquisition of three contiguous parcels of real property (totaling approximately 40 acres) located at 10836 Lillian Highway, from RL REGI, Florida, LLC. In preparation for closing, it was noted that there was an error in the legal description on Exhibit "A" attached to the Sales Agreement, as presented to the Board. The legal description (Exhibit "A") included in the Sales Agreement by the seller's attorney mistakenly included two other parcels the seller owns but was not intended to be part of this transaction. Appraisals did not include this unintended property. In all other aspects, the Agreement for Sale and Purchase remains unchanged. Staff is requesting the Board approve the Amendment to the Agreement for Sale and Purchase to correct the legal description of the property to be acquired and to proceed with the closing for this acquisition.

13. Recommendation Concerning the Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the Federal Elections Activities Grant Funds from the Department of State:

A. Certify that the County will match State Grant funds with $4,984.10 from the Supervisor of Elections' Fiscal Year 2012/2013 Budget; and

B. Authorize the Chairman to sign the Certificate Regarding Matching Funds and the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is $4,984.10. The match is included in the Supervisor of Elections' Fiscal Year 2012/2013 Budget under Cost Center 550101 and various Object Codes.

III. For Discussion

1. Recommendation Concerning the Selection of a Search Firm to Recruit for the County Administrator Position - Thomas G. “Tom” Turner, Human Resources Department Director

That the Board take the following action concerning the selection of a recruiting firm:

A. Award a Contract to a recruiting firm, selected from the submitted proposals, to recruit candidates for the County Administrator position for the Escambia County Board of County Commissioners;

(THE PROPOSALS WILL BE DISTRIBUTED UNDER SEPARATE COVER.)

B. Authorize the expenditure of up to $45,000 to pay for the search firm fees, expenses and candidates’ travel, and interview expenses; and

C. Authorize the Chairman to execute the Agreement, subject to Legal review and approval. (The Agreement will be drafted upon approval of this Board action.)

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing on September 5, 2013, at 5:31 p.m. to Consider Amending Volume 1, Chapter 90, Article II, Section 90-57(4) of the Escambia County Code of Ordinances Providing Allocation of Tourist Development Tax Revenues for the Renewal and Replacement Fund for the Pensacola Civic Center.

   That the Board authorize scheduling a public hearing on September 5, 2013, at 5:31 p.m. to consider amending Volume 1, Chapter 90, Article II, Section 90-57(4) of the Escambia County Code of Ordinances to remove the allocation of Tourist Development Tax Revenues for the renewal and replacement fund for the Pensacola Civic Center.

2. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Steven Bates.

   That the Board approves a washout workers' compensation settlement on behalf of Steven Bates in the amount of $74,108.67, inclusive of attorney's fees and costs. In exchange for this settlement amount, Mr. Bates shall execute a voluntary resignation and general release of liability on behalf of Escambia County.

3. Recommendation Concerning Ratifying a Letter Sent to Gerald E. Champagne, Sheriff's General Counsel, Concerning Contracts Relating to the Escambia County Jail

   That the Board ratify the attached letter sent to Gerald E. Champagne, General Counsel to the Sheriff, dated July 26, 2013, concerning contracts relating to the Escambia County Jail.

15. Items added to the agenda.

16. Announcements.

17. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4714 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 08/08/2013
Issue: Adoption/Ratification of Proclamations
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

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

A. Adopt the Proclamation commending and congratulating Kenneth E. Mudge on his selection as the “Employee of the Month” for August 2013;

B. Adopt the Proclamation commemorating the Wounded American Veterans Event (W.A.V.E.) 2013 “A Day on the Bay” in Escambia County and urging the citizens of Escambia County to join with members of the Pensacola Yacht Club, the Navy Yacht Club, the Pensacola Beach Yacht Club, the Point Yacht Club, the Ft. Walton Yacht Club, and the Eglin Yacht Club to support this effort to express this community’s patriotism and to salute with pride and gratitude the brave men and women who have sacrificed so much for our country;

C. Ratify the Proclamation dated July 31, 2013, joining the congregation of Friendship Missionary Baptist Church in celebration of its 80th anniversary, congratulating Friendship Missionary Baptist Church on the occasion of the first service at the new church location, and wishing Reverend LuTimothy May, Sr., and the congregation continued growth, grace, and favor as they continue to serve in our community; and

D. Ratify the Proclamation dated August 1, 2013, extending gratitude to Mr. Ralf Larry “Moose” Morris for all of his many kindnesses and dedication to his friends and his community, and congratulating him for being inducted into the University of Florida Hall of Fame as a “Distinguished Letter” winner.

BACKGROUND:

On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of $250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

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:

The Employee of the Month Award Program will cost $250 per month; the Employee of the Year Award Program will cost $500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

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:

The Human Resources Department and the County Administrator's Office will work together to coordinator this program.

Attachments

Proclamations

PROCLAMATION

WHEREAS, *Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and*

WHEREAS, *Kenneth E. Mudge, a Maintenance Technician in the Maintenance Division of the Facilities Management Department, began his employment with the County on August 30, 2011, and is selected for "Employee of the Month" for August 2013, for the standards of excellence that he has displayed in the performance of his duties; and*

WHEREAS, *Mr. Mudge is assigned to the Facilities Management Department's Blount Street Maintenance Shop. He is responsible for the maintenance and repair of the Public Safety Department's complex of buildings, the Marie K. Young Community Center, the "W" Street Tag Office, the Hood Drive Sheriff's Sub-Station, and the Brent and the Ensley Volunteer Fire Departments; and*

WHEREAS, *as a Maintenance Technician, Mr. Mudge's main duties and responsibilities include making all types of building repairs to walls, floors, and ceilings; conducting preventative maintenance of heating, ventilation, and air conditioning equipment; and responding to emergency service calls; and*

WHEREAS, *when faced with the daunting challenge of implementing the Lucity Computerized Maintenance Management System, Mr. Mudge's ability to quickly grasp the key essentials was one of the keys to the program's success. He was able to help his fellow employees navigate their way through the cumbersome operating program; his efforts directly improved the Facilities Management Department's ability to input, update, and track work orders; and*

WHEREAS, *Mr. Mudge was nominated and selected by his fellow employees as the Facilities Management Department's Employee of the Month for June 2013, with the theme "Performance Versatility," for his powerful work ethic to never quit or settle for mediocrity in customer service; and*

WHEREAS, *in the short time Mr. Mudge has been assigned to his buildings, he has earned the respect of the occupants by listening to their concerns and by taking corrective action to meet or exceed their expectations. Mr. Mudge consistently maintains a positive and professional attitude and is without a doubt an invaluable asset to the Facilities Management Department, a model public employee, and a beloved coworker.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. Kenneth E. Mudge on his selection as the "Employee of the Month" for August 2013.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: August 8, 2013

PROCLAMATION

***WHEREAS**, the citizens of Escambia County have a distinguished place in the history of the Armed Forces – from the establishment of the first settlement in 1559 by Don Tristan de Luna to the present day designation as the "Cradle of Naval Aviation"; and*

***WHEREAS**, the brave men and women who serve in the military forces make major contributions toward the preservation of freedom and world peace, perform their duties with determination and courage, in peace and in war, and put their lives on the line to protect and serve their country; and*

***WHEREAS**, six area yacht clubs have joined together to provide the second Wounded American Veterans Event (W.A.V.E.) 2013 "A Day on the Bay" for wounded American veterans on August 10, 2013, with a rain date of August 11, 2013, at Plaza de Luna Park; and*

***WHEREAS**, W.A.V.E. 2013 "A Day on the Bay" will enable the citizens of Escambia County an opportunity to thank, honor, and pay a special tribute to the wounded American veterans who sacrificed so much and stood up to serve their country.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County commemorates W.A.V.E. 2013 "A Day on the Bay" in Escambia County and urges the citizens of Escambia County to join with members of the Pensacola Yacht Club, the Navy Yacht Club, the Pensacola Beach Yacht Club, the Point Yacht Club, the Ft. Walton Yacht Club, and the Eglin Yacht Club to support this effort to express this community's patriotism and to salute with pride and gratitude the brave men and women who have sacrificed so much for our country.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: August 8, 2013

PROCLAMATION

***WHEREAS**, in 1932, a small group of devoted members came together for Sunday School and Worship Service at Friendship Missionary Baptist Church. Reverend G.W. Trawick was confirmed the first pastor and served diligently for over 20 years; and*

***WHEREAS**, during the 80-year tenure of Friendship Missionary Baptist Church, the pastoral leadership has included Reverend G.W. Trawick, Reverend David Savage, Reverend Loftin, Reverend Simmons, Reverend English, Reverend Theophalis May, and the current pastor, Reverend LuTimothy May, Sr.; and*

***WHEREAS**, the late Reverend Theophalis May served as pastor for 38 years, from May 1969 to August 2006. In addition to contributing greatly toward the history of Friendship Missionary Baptist Church, it was by the work of Reverend Theophalis May's hands, the sweat of his brow, and with the help of God and the community, that the church edifice was built at 1213 West Blount Street; and*

***WHEREAS**, after the passing of Reverend Theophalis May, the Officers and membership of Friendship Missionary Baptist Church installed Reverend LuTimothy May, Sr., as pastor on August 20, 2006; and*

***WHEREAS**, with an extraordinary anointing for ministry and with greatness in his veins, Reverend LuTimothy May, Sr., is a third-generation pastor. He is the son of the late, great Reverend Theophalis May and First Lady Emeritus Mary J. May and the grandson of the founder, the late, great Reverend G.W. Trawick and late First Lady Rebie Trawick; and*

***WHEREAS**, the church family of Friendship Missionary Baptist Church continues to proclaim the Holy Scripture and the Gospel of Jesus Christ faithfully without compromise and thanks God for all His goodness as the church presses toward the mark of the prize of the high calling of God in Christ Jesus; and*

***WHEREAS**, on June 19, 2013, the Church Officials negotiated the purchase of the new church, located at 2601 West Strong Street, Pensacola, Florida, and on August 4, 2013, services will begin at the new address.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, joins the congregation of Friendship Missionary Baptist Church in celebration of its 80th anniversary, congratulates Friendship Missionary Baptist Church on the occasion of the first service at the new church location, and wishes Reverend LuTimothy May, Sr., and the congregation continued growth, grace, and favor as they continue to serve in our community.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Dated: July 31, 2013

PROCLAMATION

***WHEREAS**, Mr. Ralf Larry "Moose" Morris was born June 22, 1951, in Pensacola, Florida. In June of 1972, he married Ms. Lynn Stewart and together they have three children - Brandon, Catherine, and Abigail; and*

***WHEREAS**, Larry graduated from Pensacola High School in 1969, continued his education at the University of Florida from 1969 to 1973, and attended Cumberland School of Law from 1974 to 1977; and*

***WHEREAS**, "Moose" was an offensive lineman for the University of Florida Gators football team from 1970 to 1972. He served one season as an Assistant Coach on Doug Dickey's staff before starting his legal career at the Cumberland School of Law; and*

***WHEREAS**, for the last 25 years, Larry has been a shareholder in the Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A. Law Firm and has been both a dynamic litigator and an artful negotiator, having negotiated some of the largest mass tort settlements in United States history; and*

***WHEREAS**, "Moose" has served as president and as a member on the board of several Pensacola Charities, held many leadership positions in his local Methodist church, and taught youth and adult Sunday School classes for years; and*

***WHEREAS**, Larry has been a Bull Gator for over 10 years, a member of the Gator Boosters Board of Directors for two terms, a five-year member of the F Club Board, and the former President of the Northwest Florida Gator Club; and*

***WHEREAS**, "Moose" has repeatedly proven what a true friend he is to all who know him. In 2009, he helped a friend in need by making all arrangements, plus paying expenses from his own pocket, to help his friend get needed medical treatment. While nominating Larry to the Hall of Fame Committee, this friend offered this example of Larry's kindness to others with the saying: "In all kinds of weather, we all stick together." With this, he is now a "Distinguished Letter" winner.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, on this 1st day of August, 2013, extends gratitude to Mr. Ralf Larry "Moose" Morris for all of his many kindnesses and dedication to his friends and his community, and congratulates him for being inducted into the University of Florida Hall of Fame as a "Distinguished Letter" winner. Congratulations!*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: August 1, 2013

SEAL
BOARD OF COUNTY COMMISSIONERS ★ ESCAMBIA CO. FL ★

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4697 **Written Communication 7.**

BCC Regular Meeting

Meeting Date: 08/08/2013

Issue: Partial Release for Environmental (Code) Enforcement Lien 6 Rowland Court

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

July 2, 2013 - Email communication from Greg Rideout, Acura Title Company, requesting the Board approve a partial release of a Code Enforcement Lien attached to property located at 6 Rowland Court.

Recommendation: That the Board review and consider lien relief request made by Greg Rideout, Acura Title Company, against property located at 6 Rowland Court.

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:

November 30, 2009 the Office of Environmental Enforcement received a complaint on 4000 1/2 Kelly Avenue for overgrowth, trash, debris and dilapidated structure. Officer investigated complaint and found code violations. Officer posted property with notice of violation and requested letter be sent to owner.

Owner received notice of violation on December 7, 2009.

On December 10, 2009 Officer reinspected property and found no improvements. No permits were pulled. January 7, 2010 Officer conducted follow up inspected and observed no improvements. Title search was requested and reveals owner as Daniel A. Nuemann.

February 2, 2010 Officer made contact with owner and discussed violations and means of abatement. March 13, 2010 a follow up inspected was conducted and officer observed no

changes. Officer requested special magistrate hearing.

Hearing notice was sent both regular and certified mail. Hearing notice returned marked "Unclaimed". On April 14, 2010 Officer made contact with realtor and discussed date and time of hearing.

April 27, 2010 Hearing held and owner found to be in violation. $1,100.00 court cost was awarded to the county. Deadline of May 5, 2010 was given with a $100.00 per day fine.

Copy of order sent to owner both regular and certified mail and was received by owner on May 3, 2010.

May 19, 2010 A follow up inspection was conducted and violations remained. Non-compliance letter was sent to the owner both regular and certified mail. Letter was received by the owner on June 10, 2010.

Property was put out for bids and abated my the county on February 8, 2011 in the amount of $2,997.00

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: $1,100.00
B. Daily Fines: $27,900.00
C. Abatement Cost: $2,997.00

TOTAL $31,997.00

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

6 Rowland Court

Sandra F Slay

From: Greg Rideout [grideout@acuratitle.com]
Sent: Tuesday, July 02, 2013 12:36 PM
To: Sandra F Slay
Subject: Partial release.
Attachments: 6 order_2013_07_02_13_32_21_620.pdf; 6 ct_2013_07_02_13_38_10_837.pdf

Sandra,

We are handling a file for our client. The property address is 6 Rowland Court, Pensacola. Our client (the mortgage holder) took title by foreclosure. The property was previously owned by Daniel Neumann. Our title search picked up an order for a violation of the counties ordinances. The case # is CE 09-11-00801 and the location was 4000 Kelly Avenue. At this time our client is in the process of selling this home and is requesting a partial release of their subject property from the lien created by this notice. I have attached a copy of the order and the Certificate of Title. If you have any questions or need additional information, please let me know. Thank you for your time.

Greg Rideout
Acura Title Co.
14802 N. Dale Mabry Hwy.
Suite 202
Tampa, FL. 33618
813-963-5560 x 246
813-963-5674 (fax)

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: 4000 ½ Kelly Avenue
Property Owner: Daniel A. Neumann
Original Complaint: Overgrowth , trash, debris and dilapidated house
EE Case #: CE091100801

11/30/09 Received complaint for trash, overgrowth and burnt dilapidated house. Officer investigated complaint and observed trash, debris, overgrowth and a dilapidated house. Officer posted property with a copy of the notice of violation.

12/07/09 Notice of violation sent to owner via regular and certified mail. Letter was received and signed for by Beth Neumann.

12/10/09 Reinspection conducted. No progress and no permit pulled.

01/07/10 Reinspection conducted. No progress made. Title search ordered.

02/02/10 Officer made contact with owner and discussed violations and abatement.

03/16/10 No progress made. Officer requested hearing.

04/13/10 Notice of Hearing sent both regular and certified mail. Letter returned marked "Unclaimed" Posted property with copy of hearing notice on April 14, 2010. Officer made contact with realtor and advised them of date and time of hearing.

04/27/10 Hearing held. $1,100.00 court cost awarded. Owner has until 05/05/10 to have overgrowth, trash and debris removed and to have structure demolished. $100.00 per day fine issued against owner.

04/28/10 Copy of order sent both regular and certified mail to owner and was received on May 3, 2010 by owner.

05/19/10 Reinspection conducted and violations remain.

05/24/10 Non-compliance letter was mailed to owner both regular and certified mail. Letter was received by owner on June 10, 2010.

12/15/10 Pre-bid inspection conducted and violations remain.

02/08/11 Violations abated by the county in the amount of $2,997.00

Lien Amount

Court Cost	**$1,100.00**
Abatement Cost	**$2,997.00**
Fines ($100.00 per day 05/05/10 – 02/08/11)	**$27,900.00**
TOTAL	**$31,997.00**

This does not include interest.

Electronically Filed 05/30/2013 01:23:38 PM ET

~~IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT OF THE STATE OF~~
FLORIDA, IN AND FOR ESCAMBIA COUNTY
CIVIL DIVISION

CAPITAL ONE, N.A.,

Plaintiff,

vs.

CASE NO. 17-2011-CA-001406

DANIEL A. NEUMANN; UNKNOWN SPOUSE OF DANIEL A. NEUMANN; LETICIA P. OLEKSY; UNKNOWN SPOUSE OF LETICIA P. OLEKSY; IF LIVING, INCLUDING ANY UNKNOWN SPOUSE OF SAID DEFENDANT(S), IF REMARRIED, AND IF DECEASED, THE RESPECTIVE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, CREDITORS, LIENORS, AND TRUSTEES, AND ALL OTHER PERSONS CLAIMING BY, THROUGH, UNDER OR AGAINST THE NAMED DEFENDANT(S); UNKNOWN TENANT #1; UNKNOWN TENANT #2;

Defendant(s).

_____/

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on May 29, 2013, for the property described herein and that no objections to the sale have been filed within the time allowed for filing such objections.

The following property in ESCAMBIA County, Florida, Parcel ID #08-2626-000 :

LOT 13, RESUBDIVISION OF LOT S, BLOCK G, NAVY POINT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE(S) 42, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

$13,600.00

A/K/A
6 ROWLAND CT
PENSACOLA, FL 32507

Was sold to CAPITAL ONE, N.A., whose mailing address is:
7933 Preston Road, Bldg 1 Flr 2 Plano, TX 75024-2302

WITNESS my hand and official seal of the Court on this 11 day of June 2013.

PAM CHILDERS, CLERK & COMPTROLLER

CLERK OF THE COURT

Deputy Clerk

cc:
Law Offices of Daniel C. Consuegra
9204 King Palm Drive
Tampa, FL 33619-1328

Attorneys for Plaintiff

All parties on Master Civil Service List

MASTER CIVIL SERVICE LIST

ATTORNEY FOR PLAINTIFF
LAW OFFICES OF DANIEL C. CONSUEGRA, P.L.
9204 KING PALM DR.
TAMPA, FL 33619
attorneynotice@consuegralaw.com

DANIEL A. NEUMANN
555 BLACK WATER CV NW
ATLANTA, GA 30328
UNKNOWN SPOUSE OF DANIEL A. NEUMANN N/K/A BETH A. NEUMAN
555 BLACK WATER CV NW
ATLANTA, GA 30328

LETICIA P. OLEKSY
2936 SW 91ST TERRACE
GAINESVILLE, FL 32608cc:

CURRENT RESIDENT(S)
6 ROWLAND CT, UNIT A
PENSACOLA, FL 32507

06-11-13

Recorded in Public Records 05/03/2010 at 04:47 PM OR Book 6587 Page 265, Instrument #2010027831, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 05/03/2010 at 04:01 PM OR Book 6587 Page 154, Instrument #2010027809, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#09-11-00801
LOCATION: 4000 Kelly Avenue 1/2
PR# 092S30-1400-250-002

Daniel A. Neumann
555 Black Water Cove
Atlanta, Georgia 30328

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Daniel A Neumann, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

- ☐ 42-196 (d) Overgrowth

Certified to be a true copy of the original on file in this office. Witness my hand and official seal. ERNIE LEE MAGAHA Clerk of the Circuit Court Escambia County, Florida By: _____ Date: 5/3/10

BK: 6587 PG: 155

☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☒ (o)

☐ (p) ☐ (q) ☒ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☒ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Dana A Newsome shall have until 5/4/10, 2010 to correct the violation and to bring the violation into compliance. Corrective action shall include:

BK: 6587 PG: 156

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

BK: 6587 PG: 157

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 100.00 per day, commencing 5/5/10, 2010. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 4,100.00 are awarded in favor of Escambia County as the prevailing party against Darrell D Desmond.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 6587 PG: 158 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 27th day of April, 2010.

Jim Messer
Special Magistrate
Office of Environmental Enforcement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4715 **Public Hearings** **9.**

BCC Regular Meeting

Meeting Date: 08/08/2013

Issue: 5:31 p.m. Second of Two Public Hearings amending Articles 2 & 6 - Barrancas Overlay District

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending the Land Development Code Articles 2 and 6, Barrancas Overlay District.

Recommendation: That the Board adopt an Ordinance to amend the Escambia County Land Development Code (LDC), amending Article 2, "Administration," Section 2.14.02, to revise the language for clarity purposes; and amending Article 6, "Zoning Districts," Section 6.07.02, to amend certain R-3 and R-4 zoning district building design standards within the Barrancas Overlay District.

BACKGROUND:

Certain building design standards within the Barrancas Overlay District are in need of being updated to provide relief for future residential development.

BUDGETARY IMPACT:

The building and performance standards detailed in the Ordinance will help revitalize the properties located within the Barrancas Overlay District. The enhanced look and quality of the properties will improve marketability and raise property values, which in turn will create incremental increases in the ad valorem tax base for the County.

Florida Statute requires two advertised public hearings to allow for public comment. All advertisements to be funded through CRA Administration, Fund 151, Cost Center 220523, Object Code 54901.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective Ordinance to which they pertain.

PERSONNEL:

No additional personnel are anticipated for the implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute requires two advertised public hearings to allow for public comment. 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 appropriate staff and interested citizens. The proposed Ordinance was prepared in cooperation with the Community & Environment Department, the County Attorney's Office and interested citizens. The Community & Environment Department/Community Redevelopment Agency will ensure proper advertisement.

Attachments

Legal Review and Draft LDC Barrancas Overlay

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 2 & 6 'Barrancas Overlay District' LDC Ordinance Draft 1C

Date: 06/03/2013

Date requested back by: 06/10/2013

Requested by: David Forte

Phone Number: 595-3595

(LEGAL USE ONLY)

Legal Review by

Date Received: June 3, 2013

✓ Approved as to form and legal sufficiency.

____ Not approved.

____ Make subject to legal signoff.

Additional comments:

COUNTY ATTORNEY'S OFFICE
03 JUN 2013
PM02:03

DRAFT

ORDINANCE NUMBER 2013 - ___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 2, "ADMINISTRATION," SECTION 2.14.02, TO REVISE THE LANGUAGE FOR CLARITY; AMENDING ARTICLE 6, "ZONING DISTRICTS," SECTION 6.07.02, TO AMEND CERTAIN R-3 AND R-4 ZONING DISTRICT BUILDING DESIGN STANDARDS WITHIN THE BARRANCAS OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to amend certain building design standards within the Barrancas Overlay District for clarity purposes.

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

Section 1. Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 2, "Administration" Section 2.14.02 is hereby amended as follows (additions are underlined and deletions are ~~struck through~~).:

2.14.02 Implementation of CRA Plans and Overlay Districts. The CRA and all other County divisions shall implement the recommendations of the Palafox, Englewood, Brownsville, Warrington, Barrancas and Cantonment Redevelopment Plans, in which the plans drive the enhancement efforts for each individual community redevelopment district. These plans provide guidance enhancing the district's quality of life, encouraging private sector reinvestment, promoting sound economic development principles and providing recommendations for public sector enhancement opportunities such as capital improvement projects. The CRA Manager or designee shall determine compliance with the overlay regulations ~~particularly as it pertains to the development review process uses as well as the site and building requirements~~ and determine whether exceptions to the overlay district standards may be granted.

Section 2. Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 6, "Zoning Districts," Section 6.07.02 is hereby amended as follows:

6.07.02. Barrancas Overlay District

I. *Site and building requirements.*

1. *Building height.* Except for properties within the WMU zoning district, no building or structure shall exceed 45 feet in height as defined in Section 3.02.00. Height for buildings with pitched roofs shall be measured

to the bottom of the eaves. If a lower height is specified in an underlying zoning district, the lower height shall prevail.

2. *Building design.*

a. The choice of building materials and colors shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.

b. For R-3 and R-4 zoning districts buildings shall be "street-oriented" to create a desirable pedestrian environment between the building and the street. Street orientation is defined as having a clear and visible orientation to the street. Street orientation should include:

(1) Garages. For residential uses, ~~there shall be no~~ front facing garages ~~unless they~~ are only permitted when setback ~~an additional eight feet~~ from the primary front facade ~~and do not exceed 25 percent of the street facing building facade. If the lot width is forty feet or less, the 25 percent requirement shall not apply~~. All other garages must face the side or rear of the parcel.

(2) Front entry. The front facade shall include the primary entry door, be street facing, and include a porch or stoop.

~~(a) Front porches. Front porches shall be a minimum six feet deep and ten feet wide. The scale of the front porch should be in scale with the primary facade.~~

~~(b) Stoops. Stoops provide connections to building entrances or porches where residential buildings are elevated above grade. Stoops shall be a minimum of five feet wide.~~

INTENTIONALLY LEFT BLANK

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by 125.68, Fla. Stat. (2013); 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 5. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ORDINANCE NUMBER 2013 - ___

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(2) Front entry. The front facade shall include the primary entry door, be street facing, and include a porch or stoop.

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

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by 125.68, Fla. Stat. (2013); 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 5. Effective Date.

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

DONE AND ENACTED this **8th** day of **August**, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4691 **Public Hearings** **10.**
BCC Regular Meeting
Meeting Date: 08/08/2013
Issue: 5:32 p.m.Public Hearing concerning Sheriff's DOJ Grant
From: Derek Whidden, Grants Coordinator
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation."

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation":

A. Ratify the scheduling of the August 8, 2013, 5:32 p.m., Public Hearing, for the purpose of soliciting public comment on the proposed use of the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation" funds received from the United States Department of Justice;

B. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation" funds. Total estimated amount of funds for Escambia County, Florida, is $134,963;

C. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

1. Review and approve the online Grant Application;

2. Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and

3. Sign or validate online any other program requirements as may be required by the funding authority; and

D. Authorize the Chairman to sign or validate online any other program requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

BACKGROUND:

The Board will receive $134,963 from the United States Department of Justice for use in Law Enforcement for Escambia County. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program [42 U.S.C. 3751 (a)] is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

BUDGETARY IMPACT:

These funds are made available through the Bureau of Justice of Assistance, Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2013 Local Solicitation, for the period October 1, 2012, through September 30, 2016. There is no match requirement for this Grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Applicants must provide an opportunity for the public to comment on their JAG application. The manner in which the public is notified and given an opportunity to comment, as well as the pertinent dates, should be included In the Review Narrative portion of the application (along with information the governing body review). If the requirement is not met at the time of submission, BJA will process the application, but funds will be withheld until documentation confirming the public comment requirement was completed has been submitted. Common forms of public notification include website and newspaper postings, and city council, tribal council, and county board hearings that are open to the public.

PERSONNEL:

None

POLICY/REQUIREMENT FOR BOARD ACTION:

None

IMPLEMENTATION/COORDINATION:

Sheriff's Office will submit all program and financial reporting requirements.

Attachments

Solicitation

Application

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

OMB No. 1121-0329

The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2013 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/13jagallocations.html. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any U.S. Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or U.S. Trust Territory.

Deadline

Applicants must register in OJP's Grants Management System (GMS) prior to submitting an application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. (See "How to Apply," page 19.) All registrations and applications are due by 8:00 p.m. eastern time on July 9, 2013. (See "Deadlines: Registration and Application," page 4.)

Contact Information

For technical assistance with submitting the application, contact the Grants Management System Support Hotline at 1–888–549–9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov.

Note: The GMS Support Hotline hours of operation are Monday–Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1–877–927–5657, via e-mail to JIC@telesishq.com, or by live web chat. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, and 8:30 a.m. to 8:00 p.m. eastern time, Monday through Friday, on the solicitation close date. You may also contact your State Policy Advisor: www.bja.gov/About/Contacts/ProgramsOffice.html.

Funding opportunity number assigned to announcement: BJA-2013-3599

Release date: May 30, 2013

CONTENTS

Overview 4

Deadlines : Registration and Application 4

Eligibility 4

Program-Specific Information 4
- Amount and Length of Awards 6
- Budget Information 6
- Other JAG Requirements 9

Reporting Requirements and Performance Measures 11

Priorities 12

What an Application Should Include 14
- Information to Complete the Application for Federal Assistance (SF-424) (**Required**)
- Abstract and Project Identifiers (**Required**)
- Program Narrative (**Required**)
- Budget and Budget Narrative (**Required**)
- Review Narrative (**Required**)
- Tribal Authorizing Resolution (if applicable)
- Additional Attachments
- Other Standard Forms

Review Process 17

Additional Requirements 18

How To Apply 19

Provide Feedback to OJP on This Solicitation 21

Application Checklist 22

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation
CFDA #16.738

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

Deadlines: Registration and Application

Applicants must register in GMS prior to submitting application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. The deadline to register in GMS and the deadline to apply for funding under this announcement is 8:00 p.m. eastern time on July 9, 2013. See "How To Apply" on page 19 for details.

Eligibility

Refer to the title page for eligibility under this program.

Program-Specific Information

Program Areas

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Award Recipient Responsibilities: The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting

quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Governing Body Review: No fewer than 30 days prior to application submission, the applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body. **See the Review Narrative section on page 15 for additional information.**

Public Comment: At the time of application submission, the applicant agency (the fiscal agent in disparate situations) must provide an assurance that the application was made public and an opportunity to comment was provided to citizens and neighborhood or community organizations to the extent the applicable law or established procedure makes such an opportunity available. **See the Review Narrative section on page 15 for additional information.**

Prohibited Uses: No JAG funds may be expended outside of JAG program areas. Even within these program areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used directly or indirectly to provide for any of the following matters unless the BJA Director certifies that extraordinary and exigent circumstances exist**; making them essential to the maintenance of public safety and good order:

- *Vehicles, vessels, or aircraft.
- **Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

***Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.**

****Unmanned Aircraft, Aircraft System, or Aerial Vehicles (UA/UAS/UAV):** No JAG funds may be expended on these items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Also, any grant award using funds for this purpose may be subject to additional reporting criteria, which will be spelled out in a customized special condition attached to the grant award.

For information related to requesting a waiver to obtain BJA certification for any prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs on BJA's JAG web page.

Evidence-Based Programs or Practices

OJP places a strong emphasis on the use of data and evidence in policy making and program development in criminal justice. OJP is committed to:

- improving the quantity and quality of evidence OJP generates;

- integrating evidence into program, practice, and policy decisions within OJP and the field; and
- improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services. Additionally, when considering evidence-based programs and practices specific to reentry, it is recommended that jurisdictions review the What Works in Reentry Clearinghouse for important research on the effectiveness of a wide variety of reentry programs and practices. The Clearinghouse provides a one-stop shop for practitioners and service providers seeking guidance on evidence-based reentry interventions.

Amount and Length of Awards

Eligible award amounts under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Awards of at least $25,000 or more are 4 years in length with an award period of October 1, 2012 through September 30, 2016. Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

Awards that are less than $25,000 are 2 years in length with an award period of October 1, 2012 through September 30, 2014. Requests for up to two additional years to complete performance of the award will be granted automatically, pursuant to 42 U.S.C. § 3751(f). Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Budget Information

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. **See the budget narrative description under "What an Application Should Include" on page xx for more information.**

Formula: Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).

2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.

3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.

4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than $10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is $10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Administrative Funds: A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

Supplanting: Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

Leveraging of Grant Funds: Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported on separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Disparate Certification: A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG

application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Trust Fund: Award recipients may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

Limitation on Use of Award Funds for Employee Compensation; Waiver: With respect to any award of more than $250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the Federal Government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2013 salary table for SES employees is available at www.opm.gov/oca/13tables/indexSES.asp. Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistant Attorney General (AAG) for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

Minimization of Conference Costs: OJP encourages applicants to review the OJP guidance on conference approval, planning, and reporting that is available on the OJP web site at www.ojp.gov/funding/confcost.htm. This guidance sets out the current OJP policy, which requires all funding recipients that propose to hold or sponsor conferences (including meetings, trainings, and other similar events) to minimize costs, requires OJP review and prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients), and generally prohibits the use of OJP funding to provide food and beverages at conferences. The guidance also sets upper limits on many conference costs, including facility space, audio/visual services, logistical planning services, programmatic planning services, and food and beverages (in the rare cases where food and beverage costs are permitted at all).

Prior review and approval of conference costs can take time (see the guidance for specific deadlines), and applicants should take this into account when submitting proposals. Applicants

also should understand that conference cost limits may change and that they should check the guidance for updates before incurring such costs.

Note on food and beverages: OJP may make exceptions to the general prohibition on using OJP funding for food and beverages, but will do so only in rare cases where food and beverages are not otherwise available (e.g., in extremely remote areas); the size of the event and capacity of nearby food and beverage vendors would make it impractical to not provide food and beverages; or a special presentation at a conference requires a plenary address where conference participants have no other time to obtain food and beverages. Any such exception requires OJP's prior written approval. The restriction on food and beverages does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not affect direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

Costs Associated with Language Assistance (if applicable): If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page at www.ojp.usdoj.gov/funding/other_requirements.htm.

Match Requirement: While match is not required under the JAG Program, match is an effective strategy to expand justice funds and build buy-in for local criminal justice initiatives. Matching funds become part of the overall award amount, and as such are subject to audit and must be expended or deobligated prior to closeout.

Other JAG Requirements

Body Armor Certification

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.

- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the BVP web page.

- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.

- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest National Institute of

justice (NIJ) standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

- As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the certifying official and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), then the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1–877–758–3787.

- A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/13JAGBVPCert.pdf.

Interoperable Communications

- Grantees (including subgrantees) that are using FY 2013 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:

  - Compliance with the *FY 2013 SAFECOM Guidance for Emergency Communication Grants (*including provisions on technical standards that ensure and enhance interoperable communications).

  - Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.

  - Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov.

  - All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA

database operated by the Federal Bureau of Investigation (FBI)), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2013 DNA Backlog Reduction Program, available at www.ncjrs.gov/pdffiles1/nij/sl001062.pdf. In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Reporting Requirements, Performance Measures, and JAG Showcase

Submission of performance measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Refer to the section "What an Application Should Include" on page 15 for additional information.

Award recipients will be required to submit quarterly financial status (SF-425) and annual programmatic reports through GMS, quarterly performance metrics reports (see Performance Measures section below) through BJA's Performance Measurement Tool (PMT), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary (see FFATA section below).

Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), P.L. 103-62, and the GPRA Modernization Act of 2010, Public Law 111–352, applicants who receive funding under this solicitation must provide data that measures the results of their work done under this solicitation. **Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) web site, available at www.bjaperformancetools.org. The performance measures can be found at: www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.**

Note on Project Evaluations
Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP "Other Requirements for OJP Applications" Web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve

a research or statistical component also should review the “Confidentiality” section on that Web page.

Notice of Post-Award FFATA Reporting Requirement

Applicants should anticipate that OJP will require all recipients (other than individuals) of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), to report award information on any first-tier subawards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding subawards will be made through the FFATA Subaward Reporting System (FSRS), found at www.fsrs.gov.

Note also that applicants should anticipate that no subaward of an award made under this solicitation may be made to a subrecipient (other than an individual) unless the potential subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

JAG Showcase

This JAG Showcase was designed to identify and highlight JAG projects that have demonstrated success or have shown promise in reducing crime, positively impacting communities, etc. Because the JAG program provides state, tribal, and local jurisdictions with flexibility to tailor the programs to fit their needs, a wide variety of programs have been funded across the country. Each year, new methods to reduce and prevent crime, violence, and drug abuse; and, to improve the functioning of the criminal justice system are being discovered. BJA strives to increase awareness of JAG funds invested in innovation, evidence-based programs and program evaluations. This page is intended to serve as a resource for criminal justice professionals in the field who seek to stay informed of some the most interesting, innovative, results oriented projects that have been funded with JAG money in the last several years.

JAG success stories success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact. **BJA strongly encourages and appreciates annual (or more frequent) submissions at JAG.Showcase@ojp.usdoj.gov or via the online form.**

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level.

In addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where BJA will be focusing nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership.

Reducing Gun Violence

In the aftermath of the Sandy Hook Elementary School tragedy and mass shootings in Aurora, Oak Creek, and Tucson, BJA encourages states and localities to invest valuable JAG funds in programs to reduce gun violence, enforce existing firearms laws, and enhance reporting to the FBI's National Instant Criminal Background Check System. Other important priorities include strengthening school safety, improving criminal justice/mental health collaborations, and supporting joint first responder critical incident training.

Recidivism Reduction and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs and innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts. Currently 17 states and local governments are working to control spiraling incarceration costs through justice system reforms and realignment under the Justice Reinvestment Initiative (JRI). Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promise public safety.

Indigent Defense

Another key priority area in the criminal justice system is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See ABA Ten Principles.)

Evidence-Based "Smart" Programs

As a result of the current fiscal crisis, many police departments are experiencing unprecedented budget cuts, layoffs, and reductions in force. These challenges must be met by making wider use of advancements in the law enforcement field in the last several decades which rely on use of data, crime analysis, crime mapping and other analytic tools, cutting edge technology, and research and evaluations regarding effective policing strategies and programs. BJA offers a number of program models designed to effectively implement evidence based strategies including Smart Policing and Smart Probation. A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Policy at George Mason University and provides valuable information on policing strategies and programs that work. BJA encourages states to use JAG funds to support these "smart policing" strategies, including a focus on real time crime analysis centers (CACs), and effective partnerships with universities and research partners and with non-traditional criminal justice partners. Counterterrorism continues to be the number one priority for DOJ. At the state and local level,

high functioning, evidence-based, data-driven public safety agencies are a critical component of our nation's "all crimes" strategy. In addition, the JAG Program has long supported effective and collaborative multi-jurisdictional task forces and justice information sharing programs, which continue as a priority in order to maintain our nation's historic reductions in violent crime.

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Refer to the BJA Grant Writing and Management Academy and OJP's Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends use of appropriately descriptive file names (e.g., "Program Narrative," "Budget Narrative," "Memoranda of Understanding," etc.) for all attachments.

1. **Information to Complete the Application for Federal Assistance (SF-424)**
   The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

2. **Abstract**
   Applicants **must** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to 5 project identifiers** that would be associated with proposed project activities. The list of all identifiers can be found at www.bja.gov/Funding/JAGIdentifiers.pdf. The abstract **should not** exceed a half-page, or 400-500 words.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

3. **Program Narrative**
   Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

4. **Budget and Budget Narrative**
   Applicants **must** submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested administrative and/or sub-grant expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

5. **Review Narrative**
   Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

   Below are notification language templates that can be utilized in completing this section of the application.

   The (**provide name of State/Territory**) made its Fiscal Year 2013 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

   The (**provide name of City/County for Local JAG and name of State for State JAG**) made its Fiscal Year 2013 JAG application available to citizens for comment prior to application submission by (**provide means of notification**); or the application has not yet been made available for public review/comment.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

6. **Tribal Authorizing Resolution (if applicable)**
   Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, then the application should include appropriate legal documentation, as described above, from all tribes that would receive services/assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants that are unable to submit with the application a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe's governance structure, should, at minimum, submit an unsigned, draft version of such legal documentation as part of its application (except in cases where, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, use of and access to funds will be contingent on receipt of the fully-executed legal documentation.

7. **Additional Attachments**
   Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds **must** be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

   Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

8. **Applicant Disclosure of Pending Applications**
   Applicants are to disclose whether they have pending applications for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to State agencies that will be subawarding federal funds).

   OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

   Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:
   - the federal or state funding agency
   - the solicitation name/project name
   - the point of contact information at the applicable funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

SAMPLE

Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page. (e.g., "[Applicant Name] does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.")

9. **Other Standard Forms**
   Additional forms that may be required in connection with an award are available on OJP's funding page at www.ojp.usdoj.gov/funding/forms.htm. For successful applicants, receipt of funds may be contingent upon submission of all necessary forms. Note in particular the following forms:

   a. Standard Assurances*
      Applicants must read, certify, and submit this form in GMS prior to the receipt of any award funds.

   b. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*
      Applicants must read, certify and submit in GMS prior to the receipt of any award funds.

   c. Accounting System and Financial Capability Questionnaire
      Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years must download, complete, and submit this form.

   *These OJP Standard Assurances and Certifications are forms which applicants accept in GMS. They are not additional forms to be uploaded at the time of application submission.

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. Applications for formula awards will be reviewed to ensure statutory requirements have been met.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the Assistant Attorney General will make all final award decisions.

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. Additional information for each requirement can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Civil Rights Compliance Specific to State Administering Agencies
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Non-Supplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act of 2006 (FFATA)

- Awards in Excess of $5,000,000 – Federal Taxes Certification Requirement
- Policy and Guidance for Conference Approval, Planning, and Reporting
- OJP Training Guiding Principles for Grantees and Subgrantees

How To Apply

Applicants must submit applications through the Grants Management System (GMS), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity.** Although the registration and submission deadlines are the same, OJP urges applicants to **register immediately**, especially if this is their first time using the system. Complete instructions on how to register and submit an application in GMS can be found at www.ojp.usdoj.gov/gmscbt/. Applicants that experience technical difficulties during this process should e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday – Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP recommends that applicants **register immediately** to prevent delays in submitting an application package by the deadline.

All applicants should complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM). SAM replaces the Central Contractor Registration (CCR) database** as the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

   Applicants that were previously registered in the CCR database must, at a minimum:

   - Create a SAM account;
   - Log in to SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

   Information about SAM registration procedures can be accessed at www.sam.gov.

3. **Acquire a GMS username and password**. New users must create a GMS profile by selecting the "First Time User" link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.

4. **Verify the SAM registration in GMS, formerly CCR registration.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select "Bureau of Justice Assistance" and the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program–Local Solicitation."

6. **Register by selecting the "Apply Online" button associated with the solicitation title.** The search results from step 5 will display the solicitation title along with the registration and application deadlines for this funding opportunity. Select the "Apply Online" button in the "Action" column to register for this solicitation and create an application in the system.

7. **Complete the Disclosure of Lobbying Activities, if applicable.** Any applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, *Disclosure of Lobbying Activities* (SF-LLL).

8. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before they can submit an application. OJP urges applicants to submit the application **at least 72 hours prior** to the due date of the application.

Note: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

Note: Duplicate Applications
If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline, must e-mail the BJA Programs Office staff **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not automatically approve requests***.* After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If the technical issues reported cannot be validated, the application will be rejected as untimely.

The following conditions are not valid reasons to permit late submissions: (1) failure to register in sufficient time, (2) failure to follow GMS instructions on how to register and apply as posted

on its Web site, (3) failure to follow each instruction in the OJP solicitation, and (4) technical issues with the applicant's computer or information technology environment, including firewalls.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding Web page at www.ojp.usdoj.gov/funding/solicitations.htm.

Provide Feedback to OJP on This Solicitation

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Feedback may be provided to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This email is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or email listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your resume to ojppeerreview@lmbps.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FY 2013 Local Solicitation

The application checklist has been created to assist in developing an application.

Eligibility Requirement:

_____ Jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page

_____ Federal amount requested is within the allowable limit of the FY 2013 JAG Allocations List as listed on BJA's JAG web page

What an Application Should Include:

_____ Application for Federal Assistance (SF-424) (see page 14)
_____ Abstract (see page 15)
_____ Program Narrative (see page 14)
_____ Budget and Budget Narrative (see page 15)
_____ Review Narrative (see page 15)
_____ Applicant Disclosure of Pending Applications (see page 16)
_____ Other Standard Forms, if applicable (see page 17)
_____ DUNS Number (see page 19)
_____ SAM Registration (see page 19)
_____ Disclosure of Lobbying Activities, if applicable (SF-LLL) (see page 20)

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name Escambia County	Organizational Unit Sheriff's Office
Address 1700 West Leonard Street Pensacola, Florida 32501-1197	Name and telephone number of the person to be contacted on matters involving this application Whidden, Derek (850) 436-9144
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 59-6000602	7. TYPE OF APPLICANT County
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Escambia County Florida Sheriff's Office Violent Crime with Firearms Initiative
12. AREAS AFFECTED BY PROJECT Escambia County Florida	
13. PROPOSED PROJECT Start Date: October 01, 2012 End Date: September 30, 2016	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project FL01

15. ESTIMATED FUNDING	
Federal	$134,963
Applicant	$0
State	$0
Local	$0

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

Program has not been selected by state for review

Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	$134,963	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

Derek Whidden

From: helpdesk@ojp.usdoj.gov
Sent: Monday, July 08, 2013 3:34 PM
To: Derek Whidden
Subject: Re: Application Number 2013-H5697-FL-DJ

Application Number 2013-H5697-FL-DJ was submitted on 08-Jul-2013

Abstract:

BJA FY13 Edward Byrne Justice Assistance Grant Program

Escambia County Florida

The grantee will use the JAG grant to support law enforcement initiatives. Specifically, to fund the overtime salaries for sworn law enforcement officers for following units: Gun Response Team, Gang Unit, Narcotics Unit, Intensified Patrol, Bike Patrol, and Major Crime Unit. Primary objective is the reduction of firearm related violence by combating violent firearms related crimes in Escambia County Florida.

Project Identifiers

Firearms

Gangs

Homicide

Overtime

Violence- Violent Crime

Edward Byrne Memorial Justice Assistance Grant
(JAG) FY2013 Program: Local Solicitation

Escambia County Florida

Program Narrative

I. Program Areas

A. Law Enforcement: Violent crime involving firearms initiative

The primary problem is continued increased rates of violent crimes involving firearms in Escambia County. In 2000 the number of crimes reported that involved the use of a firearm was 339(Source: Firearm Use in Violent Crimes and Manslaughter by County, 1996-2012 FDLE UCR). In 2012 that number had increased to 681 a 100% increase while the population increased only 1%.

In 2012, a total of 24,248 Violent Crime offenses involving a firearm were reported in Florida. More than 74 percent of those crimes occurred in ten counties (Broward, Miami-Dade, Duval, Escambia, Hillsborough, Lee, Orange, Palm Beach, and Pinellas). These ten counties hold approximately 58 percent of Florida's population. Escambia County represents only 1.6 percent of the state's population but accounts for almost 3% of the Firearm Involved Violent Crimes in the state.

In August 2012 the Escambia County Sheriff along with Pensacola Chief of Police announced a joint effort to help address gun violence. The "Gun Crime Response Team", which will consist of members from Escambia County Sheriff's Office, Pensacola Police Department, Bureau of Alcohol, Tobacco and Firearms, Florida Department of Law Enforcement, and the State Attorney's Office. Also assisting in the venture will be the Florida Department of Probation and Parole, The Federal Bureau of Investigations, the US Marshall's and the U.S. Attorney's Office. The team will work as one unit within the boundaries of Escambia County to include the City of Pensacola.

The goal of this initiative is the reduction of gun related violence as well as the arrest and successful prosecution of those who commit gun related crimes. The team will respond to and

investigate violent crimes where a firearm was the primary weapon of choice. They will work as a team with local investigators as a support unit and at times as the primary investigative unit.

The team will respond to the following types of firearm incidents, on a call out basis, at the request of the on-scene supervisor from either ECSO or PPD. The types of calls they will respond to include, but may not be limited to:
Homicides (Gun related)
Drive by Shootings
Intentional Weapon Discharges (with property damage or injury)
Suspicious Firearm Wounds and Firearm Wounds to Known Criminals
Persons arrested and charged with a Firearm Violation (primary and secondary)
Illegal Aliens with Firearms
Narcotic Related Crimes Involving Firearms
Illegal Firearms and Weapons Caches
Found or Recovered Firearms (including those with no arrest)

The lack of funding has limited the ability of the team to follow up on the various crimes reported. This grant will allow for overtime for sworn officers to work crimes involving firearms.

II. Capabilities and Competence: All grant programs are maintained in separate funds by use of specially designed governmental accounting software. This enables us to track and report all revenues/drawdowns and related expenditures separately. Thus, there is no co-mingling of any grant funds at any point in time. This agency has a successful track record of managing federal grants.

III. Activities and goals: Funding for overtime is anticipated to begin in October 2013 and last for 36 months.

Goal: To reduce firearm violence by combating violent firearms related crimes.

Objective 1: Using available overtime funding to respond to firearm related crimes including: homicides, armed robberies, drug related, illegal immigrants, convicted felon, illegal firearms and caches, found or recovered firearms including no arrest, Screen newly incarcerated inmates for mental illness and/or significant medical conditions for possible suitability for alternative programs.

Objective 2: Create tracking of firearm related cases to determine if the use of firearms can be tied to other cases. Referrals for identified cases to outside agencies as appropriate (i.e. federal or other jurisdiction).

Objective 3: Increase arrest for firearm related offenses through increased patrol in high crime intensity areas.

Objective 4: Increase the prosecution of gun related offenses through close coordination with U.S. Attorney and State Attorney Office.

Objective 5: Reduce the overall rate of gun violence within Escambia County. This will be tracked using the State of Florida's Uniform Crime Rate.

Budget Worksheet

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

FY 2013 Local Solicitation

Violent crime involving firearms initiative

A. Personnel

		Avg. OT rate	Hours	Overtime
1	Sworn Overtime	$35	3147	$110,129

Sub $110,129

B. Fringe:		**Rate**	**Cost**
1	Retirement	14.90%	$16,409
2	FICA	7.65%	$8,425

Sub Fringe Total $24,834

Total Federal Share $134,963

Budget Summary Page

A. Personnel/Salary Costs	$110,129
B. Fringe Benefits	$24,834
C. Travel	$0
D. Equipment	$0
E. Supplies	$0
F. Construction	Unallowable
G. Consultants/Contracts	$0.00
H. Other	$0.00
I. Indirect Costs	$0.00
TOTAL PROJECT COSTS	$134,963
Federal Request	$134,963
Applicant Funds, if any, to be applied to this project	0

Budget Narrative:

A. Personnel

Violent crime involving firearms initiative

Goal: To reduce firearm violence by combating violent firearms related crimes.

Personal –Escambia County Sheriff Overtime			**Avg OT Rate**	**Hours**	**Ext Cost**
1	**Sworn Deputy Overtime**		**$35**	**3147**	**$110,129**

B. Fringe Benefits

		Rate		**Ext Cost**
1	**Retirement**	**14.90%**		**$16,409**
2	**FICA**	**7.65%**		**$8,425**
Fringe Total				**$24,834**

C. Travel

No travel is authorized or anticipated.

D. Equipment

No Equipment

E. Supplies

No supplies are authorized or anticipated.

F. Construction

No construction is authorized or anticipated.

G. Consultants/Contracts

No consultants are authorized or anticipated.

H. Other

No other costs are anticipated.

I. Indirect Costs

No indirect costs are authorized or anticipated.

Total Cost Federal $134,963

Review Narrative

Escambia County, Florida 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application will be made available to Governing Board and public on Thursday, August 8, 2013 at 5:31 p.m. at the Escambia County Board of Commissioner's Regular Board Meeting. This meeting is advertised and opened to the public. During the public meeting the public will be allowed to comment on the JAG Grant.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4721 **Public Hearings 11.**

BCC Regular Meeting

Meeting Date: 08/08/2013

Issue: 5:33 p.m. Public Hearing - Ordinance Repealing Designation of Sheriff as Chief Correctional Officer

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting an Ordinance repealing Volume 1, Article I, Chapter 62, Section 62-1, of the Escambia County Code of Ordinances, designating the Sheriff as Chief Correctional Officer.

Recommendation: That the Board take the following action concerning the Escambia County Correctional System:

A. Adopt an Ordinance repealing Volume 1, Article I, Chapter 62, Section 62-1, of the Escambia County Code of Ordinances, designating the Sheriff as Chief Correctional Officer; providing for inclusion in the Code; providing for an effective date; and

B. Authorize termination of the Memorandum of Understanding between Escambia County Board of County Commissioners and Sheriff of Escambia County transferring responsibility for the Escambia County Correctional System, to include the Escambia County Jail and Jail Annex, from the County to the Sheriff, effective 12:01 a.m., on October 1, 2013.

BACKGROUND:

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Correctional System, to include the Escambia County Jail and Jail Annex. The County Attorney's Office is requesting that the Board consider repealing Volume 1, Article I, Chapter 62, Section 62-1 of the Escambia County Code of Ordinances, which designates the Sheriff as the Chief Correctional Officer.

Upon repeal, the corresponding Memorandum of Understanding transferring responsbility for the Escambia County Correctional System, to include the Escambia County Jail and Jail Annex from the County to the Sheriff, shall be effectively terminated.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was prepared by Assistant County Attorney, Kristin D. Hual, and was advertised in the Saturday Edition of the Pensacola News Journal on July 27, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Ordinance

1994 MOU

ORDINANCE NUMBER 2013-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA REPEALING VOLUME 1, ARTICLE I, CHAPTER 62, SECTION 62-1, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES DESIGNATING THE SHERIFF AS CHIEF CORRECTIONAL OFFICER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance Nos. 94-5 and 94-6, now codified as Section 62-1 of the Escambia County Code of Ordinances, and §951.061, Florida Statutes, the Sheriff was designated the Chief Correctional Officer for the Escambia County Correctional System beginning at 12:01 a.m. on April 30, 1994; and

WHEREAS, the Board of County Commissioners finds that the County's ordinance designating the Sheriff as Chief Correctional Officer for the Escambia County Correctional System requires repeal because the County shall assume responsibility for the operation of the Escambia County Jail and Jail Annex, and all employees, certified and non-certified in these facilities beginning at 12:01 a.m. on October 1, 2013; and

WHEREAS, the Board of County Commissioners further finds that the proposed repeal of Article I, Chapter 62, Section 62-1, relating to the designation of the Sheriff as the Chief Correctional Officer for the Escambia County Correctional System serves an important public purpose.

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

Volume I, Article I, Chapter, 62, Section 62-1, of the Escambia County Code of Ordinances is hereby repealed as follows:

Section 1. Repealer. Volume I, Article I, Chapter 62, Section 62-1 (originally enacted as Ordinance Nos. 94-5 and 94-6), of the Escambia County Code of Ordinances is hereby repealed in its entirety.

Section 2. Inclusion in the Code.

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

Section 3. Effective Date.

This Ordinance shall become effective at 12:01 a.m. on October 1, 2013, after filing with the Department of State.

DONE AND ENACTED THIS ___ DAY OF_____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Gene Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

This document approved as to form
and legal sufficiency.
By: _____
Title: ACA
Date: 7/24/13

MEMORANDUM OF UNDERSTANDING
BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
SHERIFF OF ESCAMBIA COUNTY

This Memorandum of Understanding, hereinafter referred to as this "agreement", is entered into on this 29th day of April, 1994, by and between Escambia County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Escambia County Sheriff, hereinafter referred to as "Sheriff". The purpose of this Agreement is to provide the basis upon which the County and the Sheriff agree to coordinate the orderly transfer of responsibility of the Escambia County Correctional System, as defined herein, from the County to the Sheriff, and further to delineate the respective responsibilities of the parties.

WITNESSETH:

NOW, in consideration of the promises and covenants contained herein, the County and Sheriff agree and covenant each with the other as follows:

1. Pursuant to Ordinance Nos. 94-5 and 94-6, and Florida Statutes, §951.061, the Sheriff shall become the chief correctional officer for the Escambia County Correctional System beginning at 12:01 a.m. on April 30, 1994 (the "Commencement Date"). The County's Correctional System shall be deemed to include the Escambia County Jail and Jail Annex only, and all employees (certified and non-certified) in these facilities, and all inmates incarcerated in Escambia County Jail, Jail Annex and Road Prison. Effective on the Commencement Date,

the Sheriff shall assume full responsibility for the operation of Escambia County's Jail and Jail Annex, or for the employees transferred from the employment of the Escambia County Board of County Commissioners to the Sheriff pursuant to this agreement and Ordinance Nos. 94-5 and 94-6.

2. The Sheriff shall operate, maintain, and manage the Jail and Jail Annex in compliance with all applicable federal and state constitutional requirements and laws, including, but not limited to, Chapter 951, Florida Statutes, and Chapter 33-8, Florida Administrative Code, and all court orders and American Correctional Association standards. The operation and management of the Correctional System shall include all necessary requirements regarding staffing/personnel, including but not limited to food service, health services, laundry and detainee clothing, transportation, telecommunications, recreation, legal, visitation, commissary, provision of basic essentials, treatment programs, and records.

3. Ninety percent (90%) of the balance of the budget for the fiscal year 1993-94, including payroll, of the Escambia County Department of Corrections applicable to the Jail and to the Main Jail Annex only shall be transferred to the budget of the Sheriff effective on May 1, 1994, under the terms and conditions required by law. The remaining ten percent (10%) will be held to pay outstanding expenses, with the balance remaining to be paid to the Sheriff.

4. Expenditures of all sales tax monies not already obligated to a project in progress by the County shall be as agreed between the parties.

5. Subject to the terms of this agreement, the Sheriff shall have the sole right and

duty to supervise, manage, operate, control and direct the performance of details incident to his duties under this agreement, subject to the requirements of Florida law and the lawful orders of court as they may apply. Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer/employee, or principle/agent or, to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of the Sheriff or any other party in the performance of this agreement.

6. The Sheriff shall accept responsibility and liability for any and all occurrences stemming out of the operation and maintenance of the Jail and Jail Annex beginning on the Commencement Date. The Sheriff shall, to the extent permitted by law, indemnify and save Escambia County, the Escambia County Board of County Commissioners and its officers, agents and employees, harmless against any and all claims arising on or after the Commencement Date from the conduct, management or performance of this agreement, including without limitation, any and all claims arising from the conditions of this agreement, or arising from any act of negligence of the Sheriff, or any of his agents, subcontractors, servants, employees or licensees, arising from any accident, injury or damage whatsoever caused any person, firm or corporation, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon; and in case any action or proceeding be brought against the County by reason of such claim, Sheriff, upon notice from the County, shall defend against such action or proceeding.

7. The County shall indemnify, to the extent permitted by law, the Sheriff and shall remain solely responsible for all litigation, losses and costs that are related to the Escambia County Correctional System,as herein defined, resulting or arising from claims or litigation asserted, to be asserted, or pending against the County as a result of actions occurring prior to April 30, 1994. The County shall hold the Sheriff, his officers, agents and employees, harmless against any and all claims arising from the conduct, management or performance of the County of its operation of the Escambia County Correctional System prior to April 30, 1994, including without limitation, acts or negligence or civil rights violations by the County, its agents, contractors, subcontractors, servants, employees or licensees, arising from any accident, injury or damage whatsoever caused any person, firm or corporation, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon. The County, upon notice from the Sheriff, shall defend against any such action or proceeding. The Sheriff agrees to cooperate with the County in the defense of any such claim or litigation.

8. Neither the County nor the Sheriff shall waive, release, or otherwise forfeit any defense which the other party may have regarding claims arising from or made in connection with the operation of the County's Correctional System. The County and the Sheriff shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses the Sheriff or County may have regarding litigation, losses and costs

resulting from claims or litigation pending before the Commencement Date or arising thereafter from incidents which occurred prior to the Commencement Date.

9. The Sheriff shall secure and retain, or shall cause to be secured and retained, an insurance policy providing for coverage against all claims, including claims based upon violation of civil rights arising from the operation and management services performed under this agreement. Said insurance coverage shall be in amounts deemed appropriate to cover any and all claims that may arise from the operation of the Escambia County Correctional System. The Sheriff shall provide to the County before the Commencement Date written confirmation from the Sheriff's insurance carrier confirming coverage for liabilities assumed pursuant to this agreement. Said written confirmation shall include a copy of the Florida Sheriff's Self-Insurance Fund documents providing coverage to the Sheriff and the Corrections Department.

10. The Office of the County Attorney shall provide routine advice and counsel to the Sheriff until such time as the Sheriff makes other arrangements. Such advice and counsel shall not include representation of any litigation matter or matters not directly related to the operation of the County Correctional System. The responsibility for the provision of any other needed legal services shall be the absolute responsibility of the Sheriff to provide.

11. The Sheriff shall assume all rights and duties in relation to the management and operation of the Escambia County Correctional System, as herein defined. The Sheriff shall also assume and undertake all legal rights and commitments, contracts or other obligations entered into or assumed by the County in connection with the management and operation,programs,

activities or functions transferred which are associated with the Escambia County Correctional System. All such rights and obligations, including the administration of any grants that are currently awarded to the Escambia County Department of Corrections shall be undertaken and performed by the Sheriff to the same extent as required of the County. The Sheriff shall cooperate and assist in whatever manner necessary to transfer these contractual rights and obligations that are otherwise required to be assigned from the County to the Sheriff in as expeditious a manner as is possible. For those fixed contracts under which the County is obligated, the Sheriff agrees to fulfill those obligations and provide those services to the County Road Prison for the remainder of the 1993-94 budget year, except that the Sheriff agrees to fulfill the contractual obligations required in the contract between the County and Lakeview Center for the provision of psychological services up through December 31, 1994. With respect to inmates who are or will in the future be assigned to the County Road Prison, the Sheriff shall fulfill all obligations undertaken under this agreement and under applicable state and federal laws beyond the remainder of the 1993-1994 budget year. The County shall budget for, and purchase from the Sheriff such goods and services as may be reasonably necessary to the County Road Prison.

12. Upon the Commencement Date, the County shall grant the Sheriff the exclusive use and possession, subject to the terms of this agreement, of all inventory, movable equipment, and perishables, including weapons and vehicles, presently used by the Escambia County Jail and Jail Annex. Within one (1) week after the Commencement Date, the County and Sheriff shall jointly prepare a property inventory listing, noting the condition of all such inventory, movable

equipment and perishables, and same shall be maintained by the County in the normal condition and quantity until the Commencement Date. The Sheriff shall be responsible for the maintenance, repair and replacement of all movable equipment during the term of this agreement. If, prior to the Commencement Date, the Sheriff should decline the use of any inventory, movable equipment, or perishables, the County shall remove such inventory, movable equipment, and perishables from the existing County Jail and Jail Annex facilities. The Sheriff shall be responsible for insuring and maintaining all vehicles subject to this agreement. The Sheriff shall provide insurance through the FSSIF for vehicle coverage under the Fund's SHARP Program, or other commercial insurance program satisfactory to the Board of County Commissioners.

13. The employees of the Escambia County Correctional System, as defined herein, including all certified correctional officers and non-certified employees, shall become the employees of the Sheriff on the Commencement Date, and the Sheriff shall take full responsibility for all labor and employment matters for all such employees beginning on the Commencement Date. After the Commencement Date, the County shall have no obligation, responsibility or liability for any compensation or other benefits for the employees transferred to the Sheriff after April 29, 1994; however, the County shall remain liable for all liability for compensation or other benefits arising from events occurring prior to April 30, 1994, except with respect to claims which arose under the Workers' Compensaction Law before the Commencement Date.

14. The Sheriff shall accept and honor all accrued compensatory time, sick and annual

leave balances of all employees affected by this agreement upon the date of transfer. Any employee transferred under this agreement who credited hours to the Escambia County Sick Leave Pool shall be re-credited such sick leave by the Sheriff upon the Commencement Date.

15. The Sheriff shall provide the same insurance benefits, including medical and dental coverage, to all employees who are transferred pursuant to this agreement as the Sheriff provides to his other employees, provided, however, that this paragraph shall not be deemed to prohibit the Sheriff from changing such benefits from time to time after the Commencement Date (provided such changes are also applicable to the Sheriff's other employees); and provided further that no provision of this agreement shall be deemed to prohibit the Sheriff from making such changes as are necessary to his compliance with any bargaining obligation he may have, now or in the future, pursuant to Chapter 447, Florida Statutes. The Sheriff shall provide written confirmation from the Sheriff's insurance carrier evidencing that the Sheriff's insurance carrier will provide coverage to all transferring employees. The County shall transfer to the Sheriff the lesser of an amount equal to the first month's insurance premiums (inclusive of April 30, 1994) for all transferred employees or the sum of SIXTY THOUSAND DOLLARS ($60,000).

16. The Sheriff agrees that all employees transferred to the Sheriff shall remain subject to all terms and conditions as established by applicable law, rules, and regulations, including those established under applicable Civil Service Act(s).

17. All employees transferred under this agreement shall remain in the Board of County Commissioners' self insured workers' compensation benefit program in the same manner

that all current Sheriff and County employees now participate.

18. The Sheriff shall take reasonable steps to maintain all transferred employees' uniforms and insignias for a reasonable transition period, retaining all management rights provided by Chapter 447, Florida Statutes.

19. The Sheriff agrees that there will be no new probation periods for all incumbent transferred employees, apart from probation periods associated with future promotions; however, the Sheriff shall have the right to provide different probation periods pursuant to Civil Service Law and the collective bargaining process.

20. The parties agree that the employees transferred hereunder are not intended as third-party beneficiaries under this agreement.

21. The Sheriff shall, upon the request of the County Administrator or his designee furnish prisoners for labor upon the County's roads, bridges or other public works, pursuant to Florida Statutes, §951.01, upon such terms and conditions as shall conform with the requirements of law governing the use of such prisoners. Inmates supplied to the County for this purpose shall meet the criteria established in the Addition to the Policy Manual on Transfer of Inmates to Work Status preserved in that certain memo dated October 28, 1992, which is attached hereto and made a part hereof. In addition to the required approval of the ACR Division Commander, Chief of Security, or the Director, as specified in that certain memo dated October 28, 1992, the County Administrator or his designee's approval shall also be required to certify prisoners transferred to the Road Prison for work detail. The provisions of the October 28, 1992,

memorandum may be changed by mutual agreement of the parties to this agreement.

22. The division of Community Corrections and all employees of that division shall remain a department of the Escambia County Board of County Commissioners. The Sheriff shall assist in whatever manner is deemed appropriate for the efficient functioning of Community Corrections. The Sheriff agrees to recognize and allow Community Corrections personnel continued use of the form of identification currently used by that division.

23. Operation of Community Corrections shall remain the same, including the use of the two vehicles currently being used by Community Corrections.

24. The Sheriff agrees that the Community Corrections Work Release Program shall remain in effect and underneath the administration of the Community Corrections Division; and the Sheriff agrees to provide housing, security, and meals for those participants assigned to the Work Release Program. The County agrees that the Sheriff will be reimbursed one-half the amount received per day per inmate under the Work Release Program.

25. The Sheriff shall allow the County, and particularly Community Corrections, continued computer linkup (NCIC) access with the Sheriff's Department on an as needed basis.

26. The Sheriff will allow Community Corrections continued access to Jail records for Community Corrections Programs.

27. It is not the intent of this agreement to specify all areas that can or should be effectively coordinated; in that respect, should matters or issues arise that were not specifically addressed or agreed upon herein, the parties agree to bargain over such matter or issue in good

faith towards resolution.

28. This agreement shall be effective for so long as the Sheriff is designated as the chief correctional officer of the Escambia County Correctional System, pursuant to Ordinance Nos. 94-5 and 94-6. This agreement may be terminated by mutual consent of the parties, or by repeal of Ordinance Nos. 94-5 and 94-6 by the Escambia County Board of County Commissioners.

29. The terms of this agreement shall be binding upon and shall inure to the benefit of the County and the Sheriff and their respective successors and assigns.

30. This agreement shall not be binding upon the parties until it is approved and executed by both parties.

31. This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, discussions, writings and agreements between them. This agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

32. In the event any provision of this agreement shall be held or declared invalid, illegal or unenforceable for any reason, such holding or declaration shall not invalidate or render unenforceable any other provision hereof, and the remaining provisions shall not in any way be

affected or impaired thereby.

33. This agreement may not be amended or modified in any respect whatsoever, except by instrument in writing signed by the parties hereto. This agreement may not be transferred or assigned without the prior written consent of the other party hereto, except that the County may terminate the Sheriff as chief correctional officer by repeal of Ordinance Nos. 94-5 and 94-6. This agreement may not be transferred or assigned without the prior written consent of the other party hereto, except that the County may terminate the Sheriff as Chief Correctional Officer by repeal of an Ordinance enacted pursuant to Florida Statute 951.061.

IN WITNESS WHEREOF, the parties have executed this agreement on the year and date first written above.

ESCAMBIA COUNTY
SHERIFF'S DEPARTMENT

BY: Jim Lowman
Jim Lowman

WITNESS

WITNESS

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

BY:
D.M. "Mike" Whitehead, Chairman

ATTEST: JOE A. FLOWERS
COMPTROLLER

BY: Marilyn Stingley
Deputy Clerk

Attachment:

1. Addition to Policy Manual On Transfer of Inmates To Work Status

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4722 **Public Hearings 12.**

BCC Regular Meeting

Meeting Date: 08/08/2013

Issue: 5:34 p.m. Public Hearing - Amending Ordinance Establishing Public Parks on Pensacola Beach and Perdido Key Specifically Designated for Dogs

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration adopting an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-25 and 10-26, of the Escambia County Code of Ordinances, establishing public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-25 and 10-26, of the Escambia County Code of Ordinances, establishing public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

BACKGROUND:

On February 21, 2013, the Board of County Commissioners adopted Ordinance Number 2013-7 amending the Escambia County Code of Ordinances relating to Animal Control and creating Section 10-25 and 10-26 of the Escambia County Code of Ordinances to establish public parks on Pensacola Beach and Perdido Key specifically designated for dogs.

As originally enacted, the provisions would be repealed six months from the dated of enactment unless reviewed and saved from repeal. The proposed Ordinance amending Sections 10-25 and 10-26 will extend the date of repeal six (6) months.

In addition, the proposed Ordinance will provide revised hours of operation and reduce the number of park locations on Perdido Key.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was prepared by Assistant County Attorney, Kristin D. Hual, and advertised in the Saturday Edition of the Pensacola News Journal on July 27, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Ordinance

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-25 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH TWO PUBLIC PARKS ON PENSACOLA BEACH SPECIFICALLY DESIGNATED FOR DOGS; AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-26 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH PARKS ON PERDIDO KEY SPECIFICALLY DESIGNATED FOR DOGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare to provide protection for, regulate, and control animals in the County; and

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

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

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

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

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

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

(3) Dog parks, requirements, hours.

(a) Except as specifically provided herein, it shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or

otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority.

(b) Dogs shall be permitted on that portion of Pensacola Beach on the Gulf of Mexico adjacent to Parking Lot B ("Park West") extending south from the dune vegetation line to the Gulf of Mexico and 100 yards to the west of the dune walkover and Parking Lot E ("Park East") extending south from the dune vegetation line to the Gulf of Mexico and 150 feet to the east and 150 feet to the west of the dune walkover.

(c) From May 1st through ~~September 30th~~ October 31st, the hours of operation shall be from 7:00 a.m. until ~~10:00 a.m. CST~~ sunset. From ~~October~~ November 1st through April 30th, the hours of operation shall be from the time of sunrise until ~~10:00 a.m. CST~~ sunset.

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

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

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

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

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

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

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

(5) Sunset provision. This provision shall stand repealed ~~six (6) months~~ twelve (12) from the date of enactment unless reviewed and saved from repeal through reenactment by the Board of County Commissioners.

Section 2. That Volume 1, Chapter 10, Article I, Section 10-26 of the Escambia County Code of Ordinances is hereby amended to read as follows:

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

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

(3) Dog parks, requirements, hours.

(a) Except as specifically provided herein, it shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of any beach, public or private, lying seaward of the coastal construction setback line for land southward of the right-of-way of State Road 292 or lying seaward of the line of vegetation for land northward of the right-of-way for State Road 292 on the portion of the county known as Perdido Key which is bordered to the west by the Alabama state line, to the south by the waters of the Gulf of Mexico, to the east by the property of the U.S. Government, and to the north by the waters of the Intracoastal Waterway.

(b) Dogs shall be permitted on those designated portions of Perdido Key on the Gulf of Mexico identified as Gulf Access Point #3 and Access Point #4 adjacent to Tot Park (River Road). ~~Effective ninety days after the date of enactment, dogs shall also be permitted on those designated portions of Perdido Key on the Gulf of Mexico identified as Gulf Access Point #1 (Sandy Key), Gulf Access Point #2, and Access Point #5 (Kayak Launch-River Road).~~

(c) From May 1~~st~~, 2013, through September ~~30th~~ 2,2013, the hours of operation shall be from 6:00 a.m. until 10:00 a.m. CST. Effective September 3, 2013, Gulf Access Point #3 will be closed for use as a dog park. ~~From October 1st~~ Effective September 3, 2013, ~~through April 30th,~~ the hours of operation for Access Point #4 adjacent to Tot Park (River Road) shall be from the time of sunrise until ~~10:00 a.m. CST~~ sunset.

(d) The County shall provide appropriate signage designating the park boundaries and rules of operation.

(e) From May 1~~st~~, 2013, through September ~~30th~~2, 2013, all dogs shall be prohibited from roaming freely within the boundaries of ~~the park~~ Gulf Access Point #3 when sea turtle or shorebird surveyors find evidence of nesting within the park boundaries. Each dog must be fastened to a suitable leash of dependable strength not to exceed eight (8) feet in length, and the leash must be held at all times by the person maintaining supervision and control over the dog. ~~From October 1st through April 30th,~~a All dogs may roam freely within the boundaries of ~~the park~~ Access Point #4 adjacent to Tot Park (River Road)..

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

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

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

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

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

(5) Sunset provision. This provision shall stand repealed ~~six (6)~~ twelve (12) months from the date of enactment unless reviewed and saved from repeal through reenactment by the Board of County Commissioners.

Section 3. Severability.

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

Section 4. Inclusion in the Code.

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

Section 5. Effective Date.

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

DONE AND ENACTED this ___ day of_____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

This document approved as to form and legal sufficiency.
By: _____
Title: ACA
Date: 7/25/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4712 **Public Hearings 13.**

BCC Regular Meeting

Meeting Date: 08/08/2013

Issue: 5:35 p.m. Public Hearing to Amend Volume 1, Chapter 10, Article I, Sections 10-3, 10-7, 10-11, 10-19, 10-23, and 10-24 Relating to Animal Control

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing for consideration of adopting an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-3, 10-7, 10-11, 10-19, 10-23, and 10-24, of the Escambia County Code of Ordinances, relating to Animal Control.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-3, 10-7, 10-11, 10-19, 10-23, and 10-24, of the Escambia County Code of Ordinances, relating to Animal Control.

BACKGROUND:

At the July 18, 2013, Committee of the Whole meeting, the Board authorized the scheduling of a public hearing to consider amending multiple provisions of the Animal Control Ordinance, which was subsequently ratified by Board action on July 25, 2013.

As proposed, the ordinance would amend the following provisions: Section 10-3 relating to the definitions of the terms 'harboring' and 'owner'; Section 10-7 relating to mandatory court appearances; Section 10-11 relating to prohibited animal nuisances; Section 10-19 relating to interference with animal control officers; Section 10-23 relating to penalites for violations; and Section 10-24 relating to complaints for violations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was prepared by Assistant County Attorney, Kristin D. Hual, and was advertised in the Saturday Edition of the Pensacola News Journal on July 27, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Ordinance

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTIONS 10-3, 10-7, 10-11, 10-19, 10-23 AND 10-24 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ANIMAL CONTROL; AMENDING SECTION 10-3 TO CLARIFY DEFINITIONS OF HARBORING AND OWNER; AMENDING SECTION 10-7 TO REVISE GROUNDS FOR MANDATORY COURT APPEARANCES; AMENDING SECTION 10-11 TO MODIFY PROHIBITED ANIMAL NUISANCES; AMENDING SECTION 10-19 TO EXPAND INTERFERENCE WITH ANIMAL CONTROL OFFICER; AMENDING SECTION 10-23 TO EXPAND PENALITES FOR VIOLATIONS; AMENDING SECTION 10-24 TO REVISE REQUIREMENTS FOR FORMAL COMPLAINTS; PROVIDING FOR JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare to provide protection for, regulate, and control animals in the County; and

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

WHEREAS, the Board of County Commissioners further finds that the proposed amendments modifying the provisions pertaining to animal regulation and control serve an important public purpose.

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

Section 1. That Volume 1, Chapter 10, Article I, Sections 10-3, 10-7, 10-11, 10-19, 10-23 and 10-24 of the Escambia County Code of Ordinances are hereby amended to read as follows:

Sec. 10-3. - Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal by its owner.

Animal means every living dumb creature.

Animal control authority means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city, county, or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this chapter.

Animal control officer means any person duly employed or appointed who is authorized to investigate, on public or private property, and to issue citations as provided in this chapter. An animal control officer is not authorized to bear arms or make arrests.

Animal enclosure means any pet store, pet shop, animal shelter, kennel, animal rescue organization facility, sty, barnyard, impoundment area or other area where animals are housed and kept, whether for retail, breeding purposes or as household pets.

Animal rescue organization means a humane society or other nonprofit organization that is: dedicated to the protection of animals; duly registered with the Florida Department of State and the Florida Department of Agriculture and Consumer Services; and properly organized as a charitable organization under § 501(c)(3) of the Internal Revenue Code.

Animal shelter means the offices of the animal control officer where an impoundment area for animals is provided.

Barnyard animals means all animals of the equine, bovine or swine class and includes goats, sheep, mules, horses, hogs or cattle and domesticated poultry.

County commissioners means the board of county commissioners of the county.

Cruelty means any omission, or act of neglect, torture or torment that causes unjustifiable pain or suffering of an animal.

Dangerous or vicious animal means any animal that according to the records of the appropriate authority:

(1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;

(2) Has, more than once, severely injured or killed a domestic animal while off the owner's property; or

(3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

Direct control means immediate, continuous physical control of an animal at all times such as by means of a fence, leash, cord, or chain of such strength to restrain the same. In the case of specifically trained or hunting animals which immediately respond to such commands, direct control shall also include aural and/or oral control, if the

controlling person is at all times clearly and fully within unobstructed sight and hearing of the animal.

Harbor(ing) means any person or entity that ~~to~~ provides care, shelter, protection, refuge, and/or nourishment to an animal.

Hobby breeder means any person who owns or breeds purebred dogs or pedigreed cats primarily for personal recreational use. Personal recreational use may include participation in recognized conformation shows, hunting, field or obedience trials, racing, specialized hunting, working or water trials, and may include improving the physical soundness, temperament, and conformation of a given breed to standard or for the purpose of guarding or protecting the owner's property.

Impounding officer means the county administrator or his designee.

Livestock means all domestic animals kept for use on a farm or raised for sale and profit.

Livestock officer means the sheriff or his designee.

Owner means any person, firm, corporation or organization possessing, harboring, keeping, or having control or custody of an animal, whether temporary or permanent, or if the animal is owned by a person under the age of 18, that person's parent or guardian.

Pet shop means any place or premises at which the primary purpose is the keeping of pet animals, exclusive of those animals regulated and controlled by the state freshwater fish and game commission, for retail or wholesale purchase.

Proper enclosure of a dangerous dog means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping together with visible signage warning persons of the pressure of a "bad dog." Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure, and shall also provide protection from the elements.

Public road means any street, sidewalk, alley, highway, or other way open to travel by the public including rights-of-way, bridges and tunnels.

Residential area means any area in the county where two or more dwellings or houses are within 50 feet or less of each other.

Severe injury means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

Shelter means provision of, and unlimited access to, a three-dimensional structure having a roof, walls and a floor, which is dry, sanitary, clean and weatherproof and made of durable material. At a minimum the structure must be:

(1) Sufficient in size to allow the animal to stand up, turn around, lie down and stretch comfortably;

(2) Designed to protect the animal from the adverse effects of the elements and provide access to shade from direct sunlight and regress from exposure to inclement weather conditions;

(3) Free of standing water, accumulated waste and debris;

(4) Provide adequate ventilation; and

(5) Provide a solid surface flooring area, resting platform, pad, mat, or similar provision of adequate size for the animal to lie upon in a comfortable manner.

Stable means those premises at which horses or equines are kept commercially for boarding, riding, breeding, training, or resale purposes.

Sterilization means dogs and cats rendered permanently incapable of reproduction by surgical alteration, implantation of a device, or other physical means, or permanently incapable of reproduction because of physiological sterility, but only where the neutered or spayed condition has been certified by a veterinarian licensed in any state.

Tether means to restrain an animal by tying the animal to any stationary object or structure, including, but not limited to, a house, tree, fence, post, garage or shed, by any means, including, but not limited to, a chain, rope, cord, leash or pulley/running line, but shall not include the use of a leash when walking an animal.

Unaltered animal means a dog or cat which has not been neutered, spayed or is otherwise not sterilized.

Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

Wild animal means any living member of the kingdom Animalia, including those born or raised in captivity, except the following:

(1) The species Homo sapiens (human beings).

(2) The species Canis familiaris (domestic dogs, including hybrids with wolves, coyotes, or jackals).

(3) The species Felis catus (domestic cats, excluding hybrids with ocelots or margays).

(4) The species Equus caballus (domestic horses).

(5) The species Equus asinus (asses/donkeys).

(6) The species Bos taurus (cattle).

(7) The subspecies Ovis ammon aries (sheep).

(8) The species Capra hircus (goats).

(9) The subspecies Sus scrofa domestica (swine).

(10) Domesticated races of the species Gallus gallus or Meleagris gallopavo (poultry).

(11) Domesticated races of the species Mesocricetus auratus (golden hamsters).

(12) Domesticated races of the subspecies Cavia aperea procellus (guinea pigs).

(13) Domesticated races of rats or mice (white or albino, trained, laboratory-reared).

(14) Domesticated races of the species Oryctolagus cuniculus (rabbits).

(15) All captive-bred members of the species of the families Psittacidae (parrots, parakeets), Anatidae (ducks), Fringillidae (finches), and Columbidae (doves and pigeons).

(16) All captive-bred members of the species Serinius canaria of the class Aves (canaries).

(17) Domesticated races of the species Carassius auratus (goldfish).

(18) Captive-bred members of the superorder Teleostei of the class Osteichthyes (common aquarium fish).

Sec. 10-7. - Citations.

(a) *Format.* A citation and notice to appear shall be in the form prescribed by the board of county commissioners and when issued, shall constitute notice that an officer has probable cause to believe an infraction of this chapter has been committed and that the cause will be heard in the county court in and for the county. Exclusive jurisdiction and authority shall be in the county court to dispose of or make adjudication based upon a citation once it has been issued. A citation shall include the following:

(1) The date and time of issuance.

(2) The name and address of the person.

(3) The date and time the civil infraction was committed.

(4) The facts constituting probable cause.

(5) The ordinance violated.

(6) The name and authority of the officer.

(7) The procedure for the person to follow in order to pay the civil penalty, to contest the citation, or to appear in court as required by subsection (c) of this section.

(8) The applicable civil penalty if the person elects to contest the citation.

(9) The applicable civil penalty if the person elects not to contest the citation.

(10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, then he shall be deemed to have waived his right to contest the citation and that in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(11) A conspicuous statement that if the person is required to appear in court as mandated by subsection (c) of this section, he does not have the option of paying a fine in lieu of appearing in court.

(b) *Issuance.* For violation of any of the provisions of this chapter, the animal control officer shall have the discretion to either issue a warning with no civil penalty, issue a citation for a fine in the amount specified in the animal control fee resolution as approved by the board of county commissioners, or a notice to appear in court as required by this section. Any person cited for violation of this chapter under this section shall be deemed to be charged with a civil infraction and cited to appear in court. Any person cited for an infraction under this chapter shall sign and accept a citation acknowledging receipt of the citation and indicating a promise to appear in county court if such person wishes to contest the charge, or if mandated to appear in court as required by this subsection (c) of this section.

(c) *Mandatory court appearance.* Court appearance shall be mandatory for violations of this chapter involving the unprovoked biting, attacking or wounding of a domestic animal or human being; the destruction or loss of personal property; second or subsequent violations of animal cruelty laws; and/or ~~violations resulting in the issuance of a~~ third or subsequent ~~citation~~ violations of this chapter to a person or persons within the same household. In the event mandatory court appearance is required, the citation must clearly inform the person of such mandatory appearance, and records shall be maintained by animal control regarding such cases. Persons required to appear in court do not have the option of paying the fine instead of appearing in court.

(d) *Payment of civil penalty.* Any person cited with a violation of this section may pay the civil penalty within ten days of the date of receiving the citation. If the person cited follows the above procedure, he shall be deemed to have admitted the civil infraction and to have waived his right to a trial on the issue of commission of the violation.

(1) If a person fails to pay the civil penalty within ten days of receipt of the citation, the clerk of the court shall issue a notice to appear. An additional amount shall be assessed as a late fee for each penalty paid after the initial ten-day period in accordance with the fee resolution as established by the board of county commissioners.

(2) If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court as required by subsection (c) of this section, the court may issue an order to show cause upon the request of the governing body of the county or municipality. This order shall require such persons to appear before the court to explain why actions on the citation have not been

taken. If any person who is issued such order fails to appear in response to the court's directive, that person shall be held in contempt of court.

(e) *Liability for penalty.* In the event an animal is impounded for violation of this chapter and the owner of the animal abandons the animal to the animal control department, permanent custody of the animal shall be relinquished to the animal control authority for appropriate disposition and the owner shall remain liable for the civil penalties and any other actions imposed for violation of this chapter.

(f) *Refusal to sign or accept citation.* Any person refusing to sign and accept a citation shall be in violation of this chapter, and shall be punished as provided for in section 10-23.

Sec. 10-11. - Animal control.

(a) *Generally.* Animals are prohibited from roaming freely on any public or private property without the consent of the owner or lessee unless such animal is specifically excepted as further set out in this section.

(b) *Public places.* Animals are prohibited from public places in the county such as airports, hotels, restaurants, theaters, public conveyances, grocery stores, or other establishments serving food, beverages or staple foods, and at public gatherings such as outdoor festivals, fairs, etc. Animals so found, whether roaming or on direct control by the owner, may be impounded.

(1) It shall be unlawful for the owner of an animal to allow his animal in public places of the county such as school grounds, school bus stops, public parks, beaches, and playgrounds.

(2) It shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority, or on that portion of any beach, public or private, lying seaward of the coastal construction setback line for land southward of the right-of-way of State Road 292 or lying seaward of the line of vegetation for land northward of the right-of-way for State Road 292 on the portion of the county known as Perdido Key which is bordered to the west by the Alabama state line, to the south by the waters of the Gulf of Mexico, to the east by the property of the U.S. Government, and to the north by the waters of the Intracoastal Waterway.

(3) Provided, however, no animal owner shall be prohibited from permitting his animal within 50 feet of a building which the animal owner owns or leases.

(c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches and recreational areas shall not apply to:

(1) Animals utilized by law enforcement agencies, while engaged in law enforcement activity.

(2) Animals trained to assist the blind or hearing impaired, provided such animal is in the company of such person.

(3) The showing and training of dogs and the use of animals in educational presentations in appropriate locations of auditoriums, schools, parks, parking lots, armories, theaters, and similar public or privately owned areas.

(4) The transportation of animals by airlines at the airport in the county.

(5) Special events as authorized by a vote of the majority of the board of county commissioners with any conditions set forth by the board as reasonable under the circumstances.

(d) *Female animals in season.* The owner of any female animal in heat shall keep such animal confined in a building or secure enclosure, veterinary hospital, or boarding kennel in such a manner that such female animal cannot come in contact with another animal, except for intentional breeding purposes. An owner who does not keep the female animal confined while in season shall be guilty of a civil infraction and punished as provided in section 10-23. This section shall not apply to female animals entered in organized shows.

(e) *Animal nuisances prohibited.* Any animal or animals which shall do any of the following are declared to be an animal nuisance:

(1) Molests passersby or passing vehicles.

(2) Attacks or threatens to attack persons or other animals.

(3) Trespasses on school grounds.

(4) Is repeatedly at large.

(5) Damages private or public property.

(6) Defecates or urinates upon the property of others.

(7) Repetitively barks, whines, howls or otherwise produces any noise in an excessive, continuous or untimely fashion for a period of five minutes or more except that caused by intentional human provocation.

(8) Has a communicable or contagious disease that is untreated or does not respond to treatment.

(9) Causes or emits an offensive odor which can be detected off the property of its owner.

(10) Is kept in a manner which causes a breeding place for flies, lice, fleas or other vermin or disease.

(11) Unreasonably interferes with a person's use and enjoyment of his property.

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

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

(1) It shall be the duty of each person who is in the company of or responsible for a dog on areas other than the property of such person to remove any feces left by his dog on any yard, sidewalk, gutter, street, right-of-way, or other public or private place.

(2) It shall further be the duty of any person while in direct control of a dog to have in his possession a plastic bag or "pooper scooper" or other such device sufficient for his use in the removal of canine waste.

(3) Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23

(4) This section may be enforced by the county sheriff or county animal control officers. The provisions of Rule 3.125, Florida Rules of Criminal Procedure, providing that violators of county ordinances may be served with a notice to appear, shall be applicable to violations of this section. Failure of a person receiving a notice to appear to comply with the requirements on the notice shall be deemed a separate violation of this chapter for which a warrant for the violator's arrest may be issued.

(g) *Animal enclosures.*

(1) The owner or keeper of an animal enclosure shall not sell, trade or give away any dog or cat, over four months of age, unless the dog or cat has been vaccinated. Appropriate records shall be maintained in accordance with F.S. § 828.31 (Laws of Fla., ch. 93-13(1993)).

(2) Animal control shall be permitted to inspect any animal enclosure, animal records, and all animals and the premises where such animals are kept at any reasonable time during normal business hours where the officer has probable cause to believe a violation of this chapter exists to ensure compliance with all provisions of this chapter.

Sec. 10-19. - Interfering with animal control officer; damaging county pound; releasing animals prohibited.

Any person who shall in any manner interfere with, hinder, resist, obstruct, or molest the animal control officer in the performance of his duty, or <u>knowingly mislead or provide false information to an animal control officer while in the performance of his duties, or</u> without authority of a court having jurisdiction to try violations of this chapter seek to release or remove any animal from the custody of the animal control officer, or tear down, burn, deface, destroy, or otherwise injure any county shelter, or animal control vehicle or equipment, or enclosure thereof shall be in violation of this chapter and punished as provided for in section 10-23.

Sec. 10-23. - Penalties.

(a) A violation of this chapter is a civil infraction, except as provided for in subsection (f) and subsections (g)(1), (2) and (3) of this section. Each violation as to each animal in the care, custody and control of the Owner shall constitute a separate offense. Each day or fraction thereof during which a violation of this chapter continues shall be considered a separate offense

(b) The maximum civil penalty for a civil infraction shall not exceed $500.00.

(c) By resolution, the board of county commissioners shall establish the amount of any civil penalty for a civil infraction. Such resolution may be amended from time to time and is incorporated by reference and made a part hereof. In addition to each civil penalty, there is hereby imposed a surcharge of $5.00 for violations involving animal control or animal cruelty. The proceeds shall be placed in a separate fund and used to pay the costs of the 40-hour minimum standards training course required for county animal control officers as provided in F.S. § 828.27(4)(b).

(d) In addition to the penalties provided herein, the County is hereby authorized to institute any appropriate action or proceeding, including suit for injunctive relief, in order to prevent or abate violations of this chapter.

(e) Upon a third or subsequent conviction for a violation of this chapter, the County may seek an injunction prohibiting an Owner from acquiring, owning, or harboring animals within Escambia County for a period of up to three years. For the purpose of this provision, "conviction" shall mean that a citation for a violation of this chapter was issued and either the citation was not appealed or, if the citation was appealed, the action of the officer was affirmed on appeal.

(f) The department head or designee may record a certified copy of any order imposed pursuant to this chapter in the public records of Escambia County, Florida, which shall constitute a lien against the violator's real and personal property. Such order may be enforced in the same manner as a court judgment, including levy against the personal property of the violator.

(~~d~~g) Any person paying a penalty pursuant to a civil infraction violation of this chapter shall be deemed to have admitted the violation. In no event shall a penalty amount, when a person admits without contesting the violation, exceed the limits specified in the animal control fee resolution as approved by the board of county commissioners.

(~~e~~h) An individual who contests the violation and after trial is found in violation of the provisions of this chapter, except as provided below, shall be guilty of a civil infraction and punished by a fine of not less than $50.00 and not more than $500.00.

(~~f~~i) Any person who willfully refuses to accept and sign a citation or notice to appear shall be in violation of this chapter and shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083 (F.S. § 828.27(4)).

(~~g~~j) Any person who owns a dog which aggressively attacks or injures or attempts to attack or injure a person or another animal shall be in violation of this chapter, and the citation issued to such person shall not permit payment of a civil penalty in lieu of court appearance and the owner shall be prosecuted as follows:

(1) If a dog that has not been previously declared dangerous under the provisions of section 10-14 attacks and causes severe injury to or death of any person and the owner had prior knowledge of the dog's dangerous propensities, yet demonstrated a reckless disregard for such propensities under the circumstances, the owner shall be guilty of a second degree misdemeanor, punishable as provided in F.S. § 775.082 or F.S. § 775.083.

(2) If a dog that has previously been declared dangerous in accordance with section 10-14 attacks a person or a domestic animal without provocation, the owner shall be guilty of a first degree misdemeanor, punishable as provided in F.S. § 775.082 or F.S. § 775.083.

(3) If a dog that has previously been declared dangerous in accordance with section 10-14 attacks and causes severe injury or death of any person, the owner shall be guilty of a third degree felony, punishable as provided in F.S. § 775.082, F.S. § 775.083 or F.S. § 775.084.

Sec. 10-24. - Complaints for violations.

(a) An individual may present a formal complaint to animal control officers in the form of an "affidavit of complaint," signed by ~~one resident of the county~~ the complainant or, in the case of noise complaints, two or more ~~residents of the county~~ complainants, where each complainant resides in a separate dwelling in the vicinity of the claimed violation, and when such affidavit has been made under oath before an individual authorized by law to take acknowledgements or in the presence of two attesting witnesses. Such affidavit must set forth the nature of and the date of the act claimed to violate this chapter.

(b) Upon receipt of a proper affidavit, the animal control officer shall investigate the complaint to determine whether a violation of this chapter has been committed. In the event the act complained of constitutes a violation of this chapter, the officer shall enforce this chapter pursuant to the provisions of section 10-23, and as otherwise provided in this chapter.

Section 2. Operative in Unincorporated Areas.

This Ordinance shall apply to and be enforced in all unincorporated areas of the County.

Section 3. Severability.

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

Section 4. **Inclusion in the Code.**

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

Section 5. **Effective Date.**

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

DONE AND ENACTED THIS ___ DAY OF_____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date: 7/24/13

AI-4755 **Clerk & Comptroller's Report** **14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 08/08/2013
Issue: Acceptance of Gas Distribution Franchise Ordinance by City of Pensacola
From: Doris Harris, Deputy Clerk to the Board
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Gas Distribution Franchise Ordinance by the City of Pensacola

That the Board accept, for filing with the Board's Minutes, the July 23, 2013, *Acceptance of Gas Distribution Franchise Ordinance No. 2013-24 by City of Pensacola*, as received in the Clerk to the Board's Office on July 23, 2013.

Background:

On July 11, 2013, the Board of County Commissioners adopted Ordinance Number 2013-24, reaffirming and amending Ordinance No. 95-7 relating to the establishment and grant to the City of Pensacola, its successors and assigns, of an exclusive franchise to construct, maintain, and operate a gas distribution system in the unincorporated areas of Escambia County, Florida. Section 14 of the Ordinance requires Franchisee to file its acceptance of the Ordinance as a condition precedent to the Ordinance taking effect.

Attachments

City of Pensacola Gas Distribution Acceptance

ACCEPTANCE OF GAS DISTRIBUTION FRANCHISE
ORDINANCE NO. 2013-24
BY CITY OF PENSACOLA

ESCAMBIA COUNTY, FLORIDA

July 23, 2013

The City of Pensacola, a municipal corporation of the State of Florida, pursuant to action taken by its City Council on May 23, 2013, does hereby accept the gas distribution franchise in Escambia County, Florida, granted by Escambia county Ordinance No. 2013-24, being:

> AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA REAFFIRMING AND AMENDING ORDINANCE NO. 95-7 RELATING TO THE ESTABLISHMENT AND GRANT TO THE CITY OF PENSACOLA, ITS SUCCESSORS AND ASSIGNS, OF AN EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A GAS DISTRIBUTION SYSTEM IN THE UNINCORPORATED AREAS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR REPEALER; PROVIDING FOR INCLUSION IN THE ESCAMBIA COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR ACCEPTANCE BY FRANCHISEE; AND PROVIDING FOR AN EFFECTIVE DATE.

which was passed and adopted by the Board of County Commissioners on July 11, 2013.

This instrument is filed with the Clerk to the Board of County Commissioners of Escambia County, Florida, in accordance with the provisions of Section 14 of said ordinance.

City of Pensacola

By: Ashton J. Hayward III
Ashton J. Hayward, III, Mayor

P.C. Wu
P.C. Wu, President of City Council

Attest:

Ericka L. Burnett
City Clerk (Seal)

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2013 JUL 23 A 10: 35

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

AI-4711 **Clerk & Comptroller's Report** **14. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 08/08/2013
Issue: Minutes and Reports
From: Doris Harris, Deputy Clerk to the Board
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Approve the Minutes of the Regular Board Meeting held July 25, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 25, 2013;

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held July 18, 2013; and

D. Accept, for filing with the Board's Minutes, the Report of the Budget Committee of the Whole (C/W) Workshop held July 9 and July 10, 2013.

Attachments

July 25, 2013, Agenda Work Session Report
July 18, 2013 CW Report
July 9&10, 2013, CW Budget Workshop

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JULY 25, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 11:08 a.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Wilson B. Robertson, District 1

1. FOR INFORMATION: The agenda package for the 5:30 p.m., July 25, 2013, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, Thomas "Tom" Turner, Director, Human Resources Department, and Larry M. Newsom, Assistant County Administrator, reviewed the agenda cover sheet;

   B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report, and Ron Jackson, President, and David Lister, Audit Shareholder, Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, presented a PowerPoint Presentation entitled *Greater Pensacola Chamber Preliminary Report on Gif Card Programs*, relative to Item II-1;

   C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Interim County Administrator Touart, reviewed the County Administrator's Report; and

   E. County Attorney Rogers reviewed the County Attorney's Report.

2. FOR INFORMATION: Interim County Administrator Touart and Amy Lovoy, Director, Management and Budget Services Department, provided an update on the Escambia County Jail transition.

AGENDA WORK SESSION: July 25, 2013

	NAME	DEPARTMENT/AGENCY
1	Doris Harris	Clerk to the Board
2	Susan A. Wong	Clerk of court
3	Pam Childers	Clerk
4	GEO TOUANT	CA
5	Judy Witterstaeter	CAO
6	Joni M. Valuta	BCC
7	Lymon May	BOCC
8	[illegible]	BCC
9	Steve Barry	BCC
10	[illegible]	Cty Atty
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AGENDA WORK SESSION: July 25, 2013

	NAME	DEPARTMENT/AGENCY
1	Grotta Green	BCC 3
2	Robert Turpin	CED - Marine
3	LLOYD KERR	DSD
4	[illegible]	
5	D Simpson	Legal
6	L. Braxwell	BCC D1
7	Becky Axelton	BCC D4
8	[illegible]	PNJ
9	Diane Macarthur	CAO
10	Dawn Jeroche	BCC Dists
11	Clara Long	CRA
12	Dave Roth	SALTMARSH
13	Allison Jones	Saltmarsh
14	Ronald [illegible]	Saltmarsh
15	Gary Huston	Clark Partington
16	MICHAEL A. LOWERY	ATU 1395
17	Sosso, Casey	SBCE
18	[illegible]	BCC - 2
19	[illegible]	HEI
20	Sandra Slay	En. Enf.
21	Pat Johnson	DCWW
22	Mike Wynn	PS
23	Jeremy Morrison	Independent News
24	[illegible]	MBS
25	TONY ASCHENFELD	901 ARIOLA DR
26	Cody Bronson	Esc Co. Traffic
27	Tonya Ellis	ECAT
28	Kim Hansen	ECAT
29	Marilyn Wesley	DCA
30	Jesse Farthing	FN

AGENDA WORK SESSION: July 25, 2013

	NAME	DEPARTMENT/AGENCY
1	HENRIQUE DIAS	ECSO
2	DAVID BENOIT	ECSO
3	C. CHAMPANA	ECSO
4	E. Haines	"
5	Wes Moreno	P/W
6	LARRY GOODWIN	P/W
7	[illegible]	FACILITIES MGT
8	[illegible] Mayo	BID
9	Tom Turner	HR
10	DAVID MUSSELWHITE	IT
11	Kathleen Castro	PIO
12	BILL PEARSON	PIO
13	SARA RACHFAL	PIO
14	TR EAGAN	AGI
15	SELINA BARNES	ECSO
16	BRETT WHITLOCK	ECSO
17	[illegible]	[illegible]
18	Sena Maddison	ECSO
19	Keith Wilkins	C+E
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JULY 18, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:08 a.m. – 5:16 p.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call To Order

Chairman Valentino called the Committee of the Whole (C/W) to order at 9:08 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 July 13, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule July 15- July 19, 2013, Legal No. 1603410*.

3. Legislative Update

A. Board Discussion – The C/W received a Legislative update from Richard Gentry, State Lobbyist, who advised that:

(1) During the last Legislative Session, a Bill was passed allowing public-private partnerships between local governments and certain public entities for public service works, such as road projects, without having to go through the open-bid process;

(Continued on Page 2)

AGENDA NUMBER – Continued

3. Continued…

   A. Continued…

      (2) The Transportation Bill, which included a proposal to establish a Regional Transportation Financing Authority, died because of a provision in the Bill regarding financing for the *(Miami)* Dolphins' Stadium; and

      (3) Gaming, Medicaid, and Court reform are among the topics for the next Legislative Session; and

   B. Board Direction – None.

4. Bill Williams, SCG Governmental Affairs, LLC, RESTORE Lobbyist Contract

   A. Board Discussion – The C/W received an update from Bill Williams, RESTORE Lobbyist, who advised that he will be meeting with each Commissioner to receive input on goals and objectives for RESTORE projects, and that he is actively pursuing relationships with various economic, environmental, and academic entities/stakeholders that would be available to participate in the process once projects are ready to move forward; and

   B. Board Direction – None.

5. 4-H Option

   A. Board Discussion – The C/W discussed 4-H Option, and the C/W:

      (1) Was advised by Dr. Nick Place, Dean, University of Florida's Institute of Food and Agricultural Sciences, that:

         (a) A Task Force commissioned to identify a location for 4-H animal science and outdoor education has identified nine options, and his decision is to accept the following three options:

            1) Partner with the County to utilize the Escambia County Equestrian Center to host various animal science shows, clinics, demonstrations, etc.;

(Continued on Page 3)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(1) Continued…

(a) Continued…

2) Accept the Cottage Hill property *(30-acre Cottage Hill State Forest property in Cantonment)* from the Florida Department of Agriculture and Consumer Sciences and create a 4-H youth development center to work on ways to advance environmental sciences, outdoor education, forestry, etc; and

3) Engage in partnerships between youth and adults for leasing options of livestock; and

(b) He recommends that the funds *(set aside from the sale of the Langley Bell 4-H Center to Navy Federal Credit Union, for the purchase price $3.6 million)* be invested in the Escambia County 4-H Foundation, which would determine how to utilize those funds moving forward;

(2) Was advised by Commissioner Robinson that, in addition to the Local Option Sales Tax (LOST) funds set aside for Escambia County 4-H, the Board committed an additional $250,000 in LOST funds for livestock infrastructure;

(3) Was advised by Commissioner Barry that, in his opinion, the three options are not fair and equitable, with respect to the Resolution adopted by the Board, which expresses support for an additional site that is comparable in size and capability *(to the Langley Bell 4-H Center)*;

(Continued on Page 4)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(4) In response to Commissioner Barry, was advised by Dr. Place that the Resolution adopted by the Board does not involve the University of Florida *(Board of Trustees, on behalf of)* IFAS *(Institute of Food and Agricultural Services Extension Service)*, nor the 4-H Foundation, who are the other two signatory parties on the Memorandum of Understanding (MOU) *(ratified by the Board on May 3, 2012)*; furthermore, he is confident that the three options would address 4-H's needs for animal science and environmental/outdoor education;

(5) Was advised by County Attorney Rogers that the University of Florida is requesting that the Board, by signature from the Chairman, acknowledge that Dr. Place has met his role with regards to the MOU;

(6) Upon inquiry from Commissioner Robinson, was advised by Dr. Place that the Cottage Hill property is 31.25 acres, and 4-H would like to utilize approximately 10-20 acres at the Equestrian Center; and

(7) Heard a motion from Commissioner Robinson to approve all three options, in aggregate, which failed 3-2, with Commissioners Robertson, Commissioner May, and Commissioner Barry voting "no"; and

B. Board Direction – None.

6. County Administrator Candidates and Selection Process

A. Board Discussion – The C/W discussed County Administrator Candidates and Selection Process, and the C/W:

(1) Heard Commissioner Robertson suggest that, because of the recent onset of several critical issues, Interim County Administrator Touart be given a contract for one year, as opposed to expending $50,000 to interview the remaining top four candidates;

(Continued on Page 5)

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(2) Heard comments from David Pavlock, Commissioner Robertson's appointee to the County Administrator Selection Committee, who expressed his disappointment in the selection of applicants;

(3) Heard comments from Joseph E. Ward, Sr., Commissioner Valentino's appointee to the County Administrator Selection Committee, who expressed his disappointment in the selection of applicants and recommended that George Touart be given a two-year contract in order to give adequate time to provide in-house training to an individual who would fill the County Administrator position once Mr. Touart's contract is up;

(4) Heard comments from Bob Price, Jr., Commissioner Barry's appointee to the County Administrator Selection Committee, who advised that, in his opinion, there are qualified applicants within the top five ranked by the Selection Committee;

(5) Was advised by Commissioner May that he would like input from community stakeholders, the economic development team, and the community's faith and educational bases; furthermore, he feels that it is inappropriate for staff, members of the Selection Committee, or those seated behind the dais to make public comments regarding the "lack of the talent in the applicant pool";

(6) Heard a motion from Commissioner Barry to remove Interim County Administrator Touart from the active candidate search and require Board approval for the hiring, termination, promotion, or demotion of senior staff level personnel *(Commissioner Barry withdrew his motion after a substitute motion was offered by Commissioner Robinson)*;

(7) Heard comments from Interim County Administrator Touart, who expressed his desire to be the County Administrator for one year, beginning October 1, 2013, or when the Board chooses; commented on his qualifications as they relate to the County Administrator position; and advised that significant accomplishments have been made during his tenure as the Interim County Administrator;

(Continued on Page 6)

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(8) Was advised by Commissioner Valentino and Commissioner Robertson that they will not support a motion in which Mr. Touart is denied the right to apply for the County Administrator position;

(9) Heard the request from Commissioner Valentino that the current applicants be notified of the Board's decision to extend the search and that the Selection Committee remain active; and

(10) Heard the request from Commissioner Robinson for a list of consultants by the first meeting in August; and

B. Board Direction – The C/W recommends that the Board take the following action:

(1) Approve immediately opening the process to hire someone to evaluate the *(recruitment)* process to ensure that there is inclusiveness in the search;

(2) Approve a target date of December 1, 2013, but no later than February 28, 2014, "to make a landing" for a new County Administrator; and

(3) Approve that the Interim County Administrator is not "applicable" to be a part of this search.

Recommended 3-2, with Commissioner Robertson and Commissioner Valentino voting "no"

AGENDA NUMBER – Continued

7. Animal Transparency Act and Animal Control Penalty Fee Revision

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Animal Transparency Act and Animal Control Penalty Fee Revisions*, presented by Marilyn Wesley, Director, Community Affairs Department; and

   B. Board Direction – The C/W recommends that the Board authorize the scheduling of a Public Hearing to consider adopting a Resolution authorizing the revision of fees for certain civil infraction penalties imposed pursuant to Chapter 10 of the Escambia County Code of Ordinances relating to animals, and to consider adopting an Ordinance to amend the Animal Control Ordinance.

   Recommended 4-0, with Commissioner Valentino absent

8. Dog Park Ordinance for Pensacola Beach and Perdido Key Beach

   A. Board Discussion – The C/W discussed Dog Park Ordinance for Pensacola Beach and Perdido Key Beach, and the C/W:

      (1) Was advised by W. A. "Buck" Lee, Santa Rosa Island Authority, that both dog parks on Pensacola Beach have been successful;

      (2) Was advised by Michael Rhodes, Director, Parks & Recreation Department, that, with regard to the parks on Perdido Key, staff recommends that, after Labor Day weekend, the hours of the River Road access location be extended from sunup to sundown and the Gulf access location be closed; and

      (3) Heard the request from Commissioner Robinson that the existing Ordinance be extended for another six months and that the afternoon hours for the Pensacola Beach parks be extended; and

   B. Board Direction – None.

AGENDA NUMBER – Continued

9. Pensacola Bay Center Financing Options

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Pensacola Bay Center, Capital Improvements Financing Strategies*, presented by Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

(1) Heard the request from Ms. Lovoy for Board direction concerning the following options to finance capital improvements to the Pensacola Bay Center:

(a) Local Option Sales Tax (LOST):

- $3,500,000 from LOST Reserves
- Phases II and III to be built into the project plan for the next LOST extension
- In addition, allocate $1,000,000 per year to keep pace with depreciation on the facility in the next round of LOST

(b) 5th Cent Tourist Tax – Levy a 5th Cent Tourist Development Tax, which would raise $1,700,000 annually;

(c) Tourist Development Tax (TDT) Loan – Extend the TDT debt service schedule for 20 years, which would raise approximately $10,100,000 in loan proceeds; and

(d) Downtown Improvement Board – Raise the millage rate in the Downtown Improvement Board area; each mill would generate approximately $2,200,000 in proceeds (for a 20-year note);

(2) Discussed the pros and cons of demolishing the facility and constructing a new, smaller center that would be large enough to facilitate graduations and indoor sports events;

(Continued on Page 9)

AGENDA NUMBER – Continued

9. Continued…

A. Continued…

(3) Heard the request from Commissioner Robertson that staff:

(a) Contact the City of Pensacola and the Florida Department of Transportation to discuss continued ownership of the property if the Bay Center were to be demolished;

(b) Send out *(advertise)* an RFP *(Request For Proposals)* to have the facility demolished; and

(c) Obtain quotes from general contractors for the construction of a 5,000-seat capacity, modern facility; and

B. Board Direction – None.

Speaker(s):

Sandy Aaron

(COMMISSIONER VALENTINO WAS ABSENT DURING DISCUSSION OF THIS ITEM)

10. First Transit and Union Escambia County Area Transit Employees

A. Board Discussion – The C/W discussed First Transit and Union Escambia County Area Transit (ECAT) Employees, and the C/W:

(1) Was advised by Commissioner Robinson that he believes discussions concerning this issue should start next Fiscal Year *(2013-2014)*;

(2) Heard Commissioner Robertson voice his concerns regarding Union representation of ECAT employees and whether or not that would continue with a transition to the County; and

(Continued on Page 10)

AGENDA NUMBER – Continued

10. Continued…

    A. Continued…

        (3) Heard the request from Commissioner May for an in-depth analysis of the cost if the County were to transition ECAT and First Transit employees to the County; and

    B. Board Direction – The C/W recommends that the Board approve beginning the discussion in Fiscal Year 2013-2014, at the October 2013 Committee of the Whole Workshop, relative to converting all First Transit and Union Escambia County Area Transit Employees to County Employees.

    Recommended 4-0, with Commissioner Valentino absent

    Speaker(s):

    Matt Wood

11. Perdido Key Eminent Domain

    A. Board Discussion – The C/W was advised by County Attorney Rogers that because of pending funding and legal issues, this item will be discussed at the August C/W Workshop; and

    B. Board Direction – None.

12. Potential Sites for a Community Center in the Brownsville Area

    A. Board Discussion – The C/W discussed Potential Sites for a Community Center in the Brownsville Area, and was advised by Keith Wilkins, Director, Community & Environment Department, that a facility owned by Brownsville Assembly of God Church has been identified as a viable site for a Brownsville Community Center; and

    B. Board Direction – The C/W recommends that the Board approve proceeding with the purchase of, and renovations to, the property owned by Brownsville Assembly of God Church, relative to Potential Sites for a Community Center in the Brownsville Area.

    Recommended 4-0, with Commissioner Valentino absent

AGENDA NUMBER – Continued

13. Additional Strategies for Code Enforcement-Nuisance Abatement Lien Collection Policy

    A. Board Discussion – The C/W tabled discussion concerning additional strategies for Code Enforcement-Nuisance Abatement Lien Collection Policy; and

    B. Board Direction – None.

14. Access Easement Across the County's Mobile Highway Pit Property

    A. Board Discussion – The C/W discussed Access Easement Across the County's Mobile Highway Pit Property, and the C/W:

        (1) Was advised by Interim County Administrator Touart that the County has been approached by a realtor, representing the owner of property located adjacent to the County's Mobile Highway pit property, requesting an access easement on the north side of the pit, regarding which he recommends approval;

        (2) Was advised by Commissioner Robinson that he would support granting the easement as long as the County has access to the road and the "applicant" bears the costs of installation, maintenance, and recording;

        (3) Heard Commissioner Barry express his concerns regarding the precedent this action would set for similar requests;

        (4) Heard a motion from Commissioner Robertson to grant the necessary easement to allow for permitted homes and roadway, provided that the property owner pay all expenses, and install a fence to protect the public from the borrow pit *(the Board did not vote on this motion; Commissioner Valentino withdrew his second and recessed the Workshop)*; and

        (5) Heard the request from Interim County Administrator Touart that this issued be tabled for discussion at a later date; and

    B. Board Direction – None.

    Speaker(s):

    Marty Donovan

AGENDA NUMBER – Continued

15. Additional Storage Space for the Board of County Commissioners' and the Supervisor of Elections' Offices

    A. Board Discussion – The C/W tabled discussion concerning additional storage space for the Board of County Commissioners' and the Supervisor of Elections' Offices; and

    B. Board Direction – None.

ANNOUNCEMENTS

1. For Information: Jena Melancon, Gulf Coast Citizen Diplomacy Council, recognized high school students from Escambia County, Santa Rosa County, and Iraqi students visiting Escambia County as guests of the U.S. Embassy in Bagdad.

2. For Information: Interim County Administrator Touart advised that the Solid Waste RFP *(Request for Proposals for a waste-to-energy or dirty MRF to be located at the Perdido Landfill)* will be advertised at the beginning of September.

3. For Information: Interim County Administrator Touart provided to the Board a written update regarding the Jail transition.

AGENDA NUMBER – Continued

16. Adjourn

    Vice Chairman May declared the C/W Workshop adjourned at 5:16 p.m.

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JULY 9 AND JULY 10, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(July 9, 2013 – 9:15 a.m. – 11:58 a.m. and 1:36 p.m. – 3:01 p.m.)
(July 10, 2013 – 9:06 a.m. – 11:34 a.m. and 2:04 p.m. – 5:53 p.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman Valentino called the Budget Committee of the Whole (C/W) Workshop to order on July 9, 2013, at 9:15 a.m., and advised that Commissioner May would deliver the Invocation and Commissioner Robinson would lead the Pledge of Allegiance to the Flag.

Chairman Valentino recessed the Budget C/W Workshop on July 9, 2013, at 3:01 p.m., and reconvened the C/W Budget Workshop on July 10, 2013, at 9:06 a.m., and advised that Commissioner Robertson would deliver the Invocation and Commissioner Barry would lead the Pledge of Allegiance to the Flag.

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 July 6, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule July 8- July 12, 2013, Legal No. 1602816*.

AGENDA NUMBER – Continued

3. Budget Update

A. Board Discussion – The C/W *(on July 9, 2013)* viewed and discussed a PowerPoint Presentation entitled *Escambia County, FL Proposed Annual Budget FY 2013/2014*, and heard an update concerning the proposed Fiscal Year 2013-2014 Budget from Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

(1) Was advised by Ms. Lovoy that the Proposed Budget is a balanced Budget, which has been compared to the Fiscal Year 2006-2007 Budget, which is considered the "high water mark," and was further advised by Ms. Lovoy that:

(a) Since the Fiscal Year 2006-2007 Budget, the General Fund has decreased approximately $36.7 million, or 18%, and the total Budget has decreased approximately 22%, or $99 million; however, the 2006-2007 Budget includes FEMA *(Federal Emergency Management Agency)* funds;

(b) Total BCC *(Board of County Commissioners)* Personnel during the same time frame has been reduced by 13%, or 140 positions, and personnel has been reduced by 31% for other Elected Officials, primarily in the Clerk of the Circuit Court's Office;

(c) Millage rates are proposed at 6.6165 mills Countywide, which represents a point-for-point rollback for the Library MSTU *(Municipal Services Taxing Unit)*; .6850 mill for the Sheriff's MSTU, and .3590 mill for the Library MSTU;

(d) Contingency reserves remain at $12.7 million and reserves for the Santa Rosa Island litigation increased from $5.8 million to $6.3 million, which is a combination of funds already collected and collections projected for the coming year;

(e) The $550,000 increase in Reserves for Operating, to which Commissioner Barry referred, represents the amount for employee raises that was "pulled" from the Proposed Budget; and

(Continued on Page 3)

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(1) Continued…

(f) She would suggest that the Board expedite the return of Internal Service Funds, totaling approximately $2.5 million, from certain Constitutional Officers to the County;

(2) Was advised by Commissioner Barry that capital projects could be funded from Enterprise Funds, if there was a more positive cash flow in those Funds, as opposed to using Local Option Sales Tax proceeds;

(3) Was advised by Commissioner Robinson that he supports finding the funds for employee raises in the County's recurring revenues; however, he will not support using Reserves for raises;

(4) Heard the request from Commissioner Valentino that the fund balances for all Constitutional Officers be provided to the Commissioners prior to 9:00 a.m. tomorrow *(July 10, 2013)*; and

B. Board Direction – The C/W recommends that the Board take the Internal Service Funds from the Constitutional Officers, and use the funds to offset any costs associated with the Jail.

Recommended 5-0

Speaker(s):

Cyndee Pennington
Suann Nowlan
Henrique Dias

AGENDA NUMBER – Continued

4. Constitutional Officers

A. Board Discussion – The C/W *(on July 10, 2013)* heard an overview concerning the Proposed Fiscal Year 2013-2014 Budgets for Constitutional Officers, as follows:

(1) The Honorable David Stafford addressed the proposed Budget for the Supervisor of Elections *(Page 21 of the Proposed Budget FY 2013/2014)*, and advised that the proposed Budget represents a 1% decrease; however, if a 3% COLA is approved, the Budget will increase to approximately the Fiscal Year 2012-2013 level;

(2) The Honorable Janet Holley addressed the proposed Budget for the Tax Collector *(Page 8 of the Proposed Budget FY 2013/2014)*, and advised that the proposed Budget represents a 1.4% increase; however, the Tax Collector's Budget is approved by the Florida Department of Revenue;

(3) The Honorable Pam Childers addressed the proposed Budget for the Clerk of the Circuit Court and Comptroller *(Page 17 of the Proposed Budget FY 2013/2014)*, and advised that the increase in the Clerk's Budget is due in part to a required upgrade to the Pentamation System, and, further, the fiscal impact of the Jail Transition is not yet known;

(4) The Honorable David Morgan, Sheriff, and Henrique Dias, Chief Financial Officer, addressed the proposed Budget for the Sheriff's Office *(Page 10 of the Proposed Budget FY 2013/2014)* for the Sheriff's Office, and:

(a) Commissioner Robinson advised that the amounts listed on the *Balance on Sheriff's Office Internal Service fund for Compensated absences as of today July 10, 2013*, are to pay employees who are being transferred to the Board and are no longer the responsibility of the Sheriff; therefore, the funds should be returned to the Board;

(Continued on Page 5)

AGENDA NUMBER – Continued

4. Continued…

A. Continued…

(4) Continued…

(b) Mr. Dias, in response to Commissioner Robinson's comments, advised that this is the policy the Sheriff's Office has used for the past 15 years to pay its employees, and, further, when employees have transferred from the Board to the Sheriff, only sick leave and annual leave, and not compensatory or holiday leave, have been paid; therefore, a policy revision will be necessary if the Board wishes to change this procedure;

(c) Ms. Lovoy advised that this policy change would be paramount because the County should not pay leave balances that it is not legally required to pay;

(d) Sheriff Morgan advised that the normal annual and holiday leave time are not being paid, only the overages; therefore, these figures indicate that, prior to the October 1, 2013, transition, the Sheriff's Office will have to pay out employees in DROP *(Deferred Retirement Option Program)*, and employees who are retiring, for a total $1.9 million, and 440 employees who will transition from the Jail to the Board will not be paid their maximum annual and sick leave, but overages for FLSA *(Fair Labor Standards Act)* leave, which will result in a deficit of $213,000; and

(e) County Attorney Rogers advised that, while there is no question the Sheriff is obligated to pay employees who, prior to October 1, 2013, sever their employment, retire, or complete DROP, the County's Collective Bargaining Attorney has very clearly indicated that the current employer is responsible for paying only FLSA leave; and

(Continued on Page 6)

AGENDA NUMBER – Continued

4. Continued…

   A. Continued…

      (5) The Honorable Chris Jones reviewed the proposed Budget *(Page 19 of the Proposed Budget FY 2013/2014)* for the Property Appraiser, and advised that the proposed Budget represents a 1/2% increase, across-the-board property values increased after the January 1 assessment date, and he is hopefully optimistic that values will increase between 3% and 5% next year; and

   B. Board Direction – None.

   Speaker(s):

   Alan Miller
   Gerald E. Champagne

5. Status of Jail (Update)

   A. Board Discussion – The C/W *(on July 9, 2013)* viewed and discussed a PowerPoint Presentation entitled *Jail Transition*, presented by Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

      (1) Received a 13-page document which includes a letter from the Sheriff in response to the April 5, 2013, letter from Joseph Abruzzo, Chair, Joint Legislative Auditing Committee; *Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards* and *Management Letter* from Warren Averett O'Sullivan Creel; and the *Sheriff's response to Management Letter*;

(Continued on Page 7)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(2) Was advised by Interim County Administrator Touart that:

(a) New developments arise daily relative to the Jail Transition; e.g., the County inherited an additional 24 employees as of yesterday *(July 8, 2013)*; however, the employees and the funds will be transferred to the County; and

(b) County staff has received little or no assistance from the Sheriff's Office relative to the transition;

(3) Was advised by Ms. Lovoy that:

(a) The County Attorney's Office has received copies of, and is reviewing, all contracts related to the Detention System and has identified approximately 33 contracts, broken down into the following broad categories:

1) IT *(Information Technology)* services;

2) Food and Inmate Commissary services;

3) Health care, including pharmaceutical, counseling, and drug testing; and

4) Other miscellaneous contracts;

(c) The County Attorney's Office is reviewing the contracts to determine: (1) if the contracts can be assigned to the County; (2) if the County wants the contracts assigned to the County; and (3) if any procurement issues would result from assignment of the contracts;

(Continued on Page 8)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(3) Continued…

(d) Human Resources is in the process of reviewing all collective bargaining agreements that affect any employees of the Detention System to determine the type, scope, and number of employees who will transition to the County;

(e) Information Technology has identified 22 major systems and applications that must transition, and:

1) Is working with the County Attorney to review the contracts and is beginning work on a detailed plan for each item;

2) Has taken a tour of the facilities and begun a validation of the requirements;

3) Is coordinating with the Clerk, State Attorney, Public Defender, Court Administration, and Regional Conflict Council to arrange the transition;

4) Has received the IT-related fixed asset listing for the Detention System;

5) Has sent several members of the IT staff to the FDLE/CJIS training and conference; and

6) Has indicated the need for support staff, as soon as possible, in order to manage the transition of these 22 major systems;

(Continued on Page 9)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(3) Continued…

(f) Risk Management:

1) Has determined that the following four distinctive insurance policies are associated with the Detention System:

a) Medical Malpractice
b) Inmate Excess Medical
c) Workers' Compensation
d) General Liability

2) Has determined that all employees transitioning to the Board will be included on the Board's Workers' Compensation insurance and is in the process of obtaining quotes on the costs;

3) Will attempt to transition the Sheriff's Medical Malpractice and Excess Medical policies to the Board;

4) Is seeking quotes for the General Liability policy; and

5) Detention employees will be added to the County's Accidental Death policy;

(g) The Budget Office:

1) Is currently reviewing all expenditures associated with both the Law Enforcement and Detention budgets to determine total costs;

2) Is in the process of reviewing every expense incurred by the Detention and Law Enforcement budgets for any substantial unusual expenses; and

(Continued on Page 10)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(3) Continued…

(g) Continued…

3) Has identified every Cost Center for both the Law Enforcement/ Detention and Court Security budgets to determine the administrative budgets that will need to be "split out" between Law Enforcement and Detention, and the most difficult issue to determine will be the non-direct and administrative-type position costs; and

(h) Administration:

1) Has contacted the Department of Justice (DOJ), which appears to be amenable to working with the County to address staffing requirements;

2) Has been advised that DOJ is amenable to a five-year plan to address problems;

3) Is considering a reduction in population at the Main Jail and the Central Booking and Detention Facility by maximizing other resources, such as the Road Prison and the Work Release Facility; and

4) Will pursue working with the Judicial System, through the Public Safety Coordinating Council and other methods, to encourage alternatives to incarceration; and

(4) Was advised by County Attorney Rogers that:

(a) Gerald Champagne and legal staff at the Sheriff's Office have been very cooperative, and Mr. Champagne has ensured that the County Attorney's Office received copies of the contracts;

(Continued on Page 11)

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(4) Continued…

(b) David Deutsch, Senior Trial Attorney, Department of Justice, is in the process of crafting a draft settlement agreement, not to force the County into anything, but as a "jumping off point" for discussions and negotiations, and Mr. Deutsch has indicated that, should the County concentrate its efforts on any particular subject matter, mental health would be a great place to start; and

(c) It has been confirmed with the Union Attorney that Fair Labor Standards Act (FLSA) leave balances are an obligation of the terminating employer; however, the Board has the ability to decide, prior to transitioning the employees, how to address any other leave balances; and

B. Board Direction – None.

Speaker(s):

Honorable David Morgan
Henrique Dias

AGENDA NUMBER – Continued

6. Status of Library (Update)

A. Board Discussion – The C/W *(on July 9, 2013)* viewed and discussed a PowerPoint Presentation entitled *Library Transition*, which was also provided in hard copy, presented by Amy Lovoy, Director, Management and Budget Services Department, and discussed the Proposed Fiscal Year 2013-2014 Library Budget and Status of Library (Update), and the C/W:

(1) Was advised by Ms. Lovoy that:

(a) The latest draft of the Interlocal Agreement is on the agenda for the Board's consideration at its July 11, 2013, Regular Board Meeting, although, the Interlocal Agreement has not yet been executed by the City of Pensacola;

(b) The Countywide millage rate is proposed at 6.6165 mills, which represents a dollar-for-dollar rollback of the .3590 mill Library MSTU *(Municipal Services Taxing Unit)*, which will result in the County's loss of approximately $1,400,000 in growth revenues, in the form of both property taxes and State shared sales tax monies, and no net effect on taxpayers in either the unincorporated or incorporated areas of the County; and

(c) The proposed Library Budget includes a three percent (3%) employee raise, because the Board will set a tax rate by the end of this month based on these figures; however, if no raise is given, the funds will transfer to a different line item within the Library Budget;

(2) Was advised by Interim County Administrator Touart that former City Manager Bill Reynolds had agreed to the terms and conditions of the Interlocal Agreement submitted by the respective Attorneys, and had planned to present the Agreement to the Pensacola City Council at a Committee of the Whole Meeting; however, Mr. Reynolds did not confirm a specific date;

(Continued on Page 13)

AGENDA NUMBER – Continued

6. Continued…

   A. Continued…

      (3) Was advised by County Attorney Rogers that a Municipal Services Benefit Unit (MSBU) is a special assessment that can only be used for items that specifically benefit the real property that receives the special assessment, the easiest common example of which is the Fire Protection MSBU; and

      (4) Was advised by Commissioner Barry that the result of the decrease in ad valorem revenues *(as the result of decreasing the millage rate equal to the MSTU millage rate)* is a net decrease in General Fund revenues, thus a net decrease in the services the County can provide from the General Fund; and

   B. Board Direction – None.

   Speaker(s):

   Darlene Howell
   Rod Kendig

7. Outside Agencies

   A. Board Discussion – The C/W *(on July 9, 2013)* discussed Outside Agencies, and the C/W:

      (1) Discussed General Fund allocations for Outside Agencies, and:

         (a) Was advised by Commissioner May that, in his opinion, allocations to Outside Agencies should be based on performance measures;

         (b) Was advised by Commissioner Robinson that, because of his relationship with Baptist Hospital, he is unable to speak directly to the votes with Escambia Community Clinics or Lakeview Center; however, he would support the same allocations as for Fiscal Year 2013-2014, with a consensus to "hold the line" *(at the Fiscal Year 2012-2013 funding levels; see Page 39 of the Proposed Budget FY 2013/2014)*;

(Continued on Page 14)

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(2) Discussed Economic Development Fund allocations, and:

(a) Was advised by Interim County Administrator Touart that $400,000 for Foundations for the Future and $150,000 for PEDC *(Pensacola-Escambia Promotion and Development Commission)*, set aside in Fiscal Year 2012-2013 for the Chamber, as well as $75,000 for Pensacola Bay Chamber Prospect Development, have been transferred to the Economic Development Fund for Fiscal Year 2013-2014; however, he does not recommend that the Board approve the $673,500 funding request from the Gulf Coast African-American Chamber of Commerce;

(b) Heard the request from Commissioner May that the Board allocate $40,000 to the Gulf Coast African-American Chamber of Commerce, providing that the Chamber meets the same criteria of any other Outside Agency, and Commissioner Barry's suggestion that this issue be addressed at a later date; and

(c) Received a one-page document entitled *Economic Development Fund Reconciliation FY 2013*, as provided by Amy Lovoy, Director, Management and Budget Services Department, and was advised by Ms. Lovoy that the remaining available funds total approximately $3.1 million; however, this represents one-time monies; and

(Continued on Page 15)

AGENDA NUMBER – Continued

7. Continued…

A. Continued…

(3) Discussed the Tourist Development Tax (TDT), and:

(a) Was advised by Ms. Lovoy that:

1) During the current year, the Board "wrapped all four pennies together" and, basically, allocated to Visit Pensacola any remaining Fourth Cent proceeds that are not allocated to Outside Agencies; and

2) The net of all four cents in TDT proceeds is $7.6 million, from which the entire first cent, in the amount of $1,784,551, is proposed for allocation to the Pensacola Bay Center;

(b) Was advised by Commissioner Robinson that he would support allocating from the Third Cent TDT "everything outside the Pensacola Bay Center" for tourism marketing, and holding the Fourth Cent allocations to the Fiscal Year 2012-2013 levels, but moving the $40,000 for the Frank Brown Songwriters' Festival into Arts, Culture & Entertainment, for a total allocation of $306,099, and allocating the remaining *(Fourth Cent)* funds for tourism marketing efforts; and

(c) Was advised by Ms. Lovoy that, after the following allocations, if $1.4 million is allocated to the Pensacola Bay Center, the remaining balance for Visit Pensacola is $4,348,023, or approximately $200,000 less than the funding request;

B. Board Direction – None.

Speaker(s):

Admiral Leroy
Ray Palmer
Steve Hayes
David Bear
Ron Ellington
Shirley Cronley

AGENDA NUMBER – Continued

8. County Departments

A. Board Discussion – The C/W *(on July 10, 2013)*:

(1) Heard a review of the Proposed Budgets for the following County Departments from Amy Lovoy, Director, Management and Budget Services Department:

(a) MSPB *(Merit System Protection Board (Page 23 of the Proposed Budget FY 2013/2014)*;

(b) Medical Examiner *(Page 206 of the Proposed Budget FY 2013/2014)*;

(c) Board of County Commissioners *(Page 26 of the Proposed Budget FY 2013/2014)*;

(d) County Administration *(Page 46 of the Proposed Budget FY 2013/2014)*;

(e) County Attorney *(Page 45 of the Proposed Budget FY 2013/2014)*;

(f) Economic Development *(Page 47 of the Proposed Budget FY 2013/2014)*;

(g) Public Information Office *(Page 51 of the Proposed Budget FY 2013/2014)*

(h) Office of Management and Budget *(Page 52 of the Proposed Budget FY 2013/2014)*;

(i) Solid Waste Management *(Page 67 of the Proposed Budget FY 2013/2014)*; and

(j) Judicial Services *(Page 196 of the Proposed Budget FY 2013/2014)*;

(2) Heard a review of the Proposed Budget for Information Technology from David Musselwhite, Director *(Page 88 of the Proposed Budget FY 2013/2014)*;

(Continued on Page 17)

AGENDA NUMBER – Continued

8. Continued…

A. Continued…

(3) Heard a review of the Proposed Budget for Human Resources from Thomas "Tom" Turner, Director *(Page 84 of the Proposed Budget FY 2013/2014)*;

(4) Heard a review of the Proposed Budget for Public Works from Joy D. Blackmon, P.E., Director, and Wesley J. "Wes" Moreno, Director, Infrastructure Branch *(Page 108 of the Proposed Budget FY 2013/2014)*;

(5) Heard a review of the Proposed Budget for Development Services from T. Lloyd Kerr, Director *(Page 126 of the Proposed Budget FY 2013/2014)*;

(6) Heard a review of the Proposed Budget for Community & Environment from Keith Wilkins, Director *(Page 136 of the Proposed Budget FY 2013/2014)*;

(7) Heard a review of the Proposed Budget for Corrections from Gordon C. Pike, Director *(Page 162 of the Proposed Budget FY 2013/2014)*;

(8) Heard a review of the Proposed Budget for Community Affairs from Marilyn Wesley, Director *(Page 175 of the Proposed Budget FY 2013/2014)*;

(9) Heard a review of the Proposed Budget for Facilities Management from David Wheeler, Deputy Department Director *(Page 180 of the Proposed Budget FY 2013/2014)*; and

(10) Heard a review of the Proposed Budget for the Parks and Recreation Department from Michael Rhodes, Director *(Page 189 of the Proposed Budget FY 2013/2014)*; and

B. Board Direction – None.

9 Adjourn

Chairman Valentino declared the Budget C/W Workshop adjourned at 5:53 p.m. on July 10, 2013.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4568 **Growth Management Report** **14. 1.**

BCC Regular Meeting

Meeting Date: 08/08/2013

Issue: Review of Rezoning Cases Heard by the Planning Board on July 1, 2013

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on July 1, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on July 1, 2013:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-13, Z-2013-14, and Z-2013-15 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2013-13**
Address:	12511 Lillian Highway
Property Reference No.:	02-2S-32-6000-005-002
Property Size:	3.26 (+/-) acres
From:	R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)
To:	C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Bobby and Sally Reynolds, Owners
Planning Board Recommendation:	Denial
Speakers:	Bobby Reynolds, Lisa Minshew, Barbara Lenn, John Catchoh, Kara George Oshana, Dorothy Oshana, Les Senft, Debra Warren, Betty Catchoh

2. Case No.:	**Z-2013-14**
Address:	7585 Mobile Highway
Property Reference:	16-1S-31-3304-000-003
Property Size:	3.92 (+/-) acres

From:	R-2, Single-Family District (cumulative), Low-Medium Density (seven du/acre)
To:	AG, Agricultural District, Low Density (1.5 acres/du)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Albert and Marie Jones, Owners
Planning Board Recommendation:	Approval
Speakers:	Albert Jones, Matthew Mosley

3. Case No.:	**Z-2013-15**
Address:	6365 Helms Road
Property Reference:	21-1S-31-2101-001-001; 20-1S-31-1101-000-000
Property Size:	99.97 (+/-) acres
From:	AG, Agricultural District, Low Density (1.5 acre/du)
To:	R-1, Single-Family District, Low Density (four du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Brian Brown, Agent for Figure 8 (Florida), LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Brian Brown, Matthew Mosley, Karen Qualls, James Higdon, Elizabeth Zdunich

BACKGROUND:

The above cases were owner initiated and heard at the July 1, 2013, 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 requests.

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2013-13

Z-2013-14

Z-2013-15

Z-2013-13

1 findings and legal advertisement into evidence.
2 Do we have a motion?
3 MR. GOODLOE: So moved.
4 MR. WOODWARD: Second.
5 MR. BRISKE: A motion and a second. All those
6 in favor, say aye.
7 (Board members vote.)
8 MR. BRISKE: The motion carries.
9 (Motion passed unanimously.)
08:42 10 MR. BRISKE: The rezoning hearing package with
11 the staff's findings and the legal advertisement
12 will be marked and included in the record as
13 Composite Exhibit A for all of today's cases.
14 (Exhibit A, Rezoning Hearing Package and Legal
15 Advertisement, was identified and admitted.)
16 (Transcript continues on Page 10.)
17 * * *
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VOID

1 * * *
2 CASE NO: Z-2013-13

3 Location:	12511 Lillian Highway
4 Parcel:	02-2S-32-6000-005-002
5 From:	R-4, Multiple -Family District, (cumulative) Medium High
6 To:	Density (18 du/acre)
7	C-1, Retail Commercial District (cumulative) (25 du/acre)
8	MU-S, Mixed-Use Suburban
9 FLU Category:	1
10 BCC District:	N/A
11 Overlay District	08/08/2013
12 BCC Meeting:	Bobby Gene and Sally Lynn
13 Requested by:	Reynolds, Owners.

14
15 MR. BRISKE: The first rezoning case is Case
16 Z-2013-13. This is requested by Bobby and Sally
17 Reynolds, the owners, 12511 Lillian Highway, from
18 R-4, Multiple Family District, to C-1, Retail
19 Commercial District.
08:42 20 Members of the Board, I'll now ask if there has
21 been any ex parte communication between you, the
22 applicant, the applicant's agents, attorneys,
23 witnesses, fellow Planning Board members or anyone
24 from the general public prior to this hearing? I'll
25 also ask you to respond if you have visited the

1 subject property. Please also disclose if you are a
2 relative or business associate of the applicant or
3 the applicant's agents.
4 MS. ORAM: No to all.
5 MS. HIGHTOWER: No to all.
6 MR. GOODLOE: No as far as ex parte but I am
7 familiar with the site.
8 MR. WOODWARD: No to all.
9 MR. BRISKE: The Chairman. No to all.
08:43 10 MR. TATE: I have not had any ex parte
11 communication with anybody. However I am very
12 familiar with the site, and as I was not aware of
13 until Friday that this was on the agenda I need to
14 disclose this and see if it's an issue or not.
15 My employer is an owner of probably the
16 majority of the property that's located within the
17 five hundred or the 500-foot radius of this. Nobody
18 there really cares one way or another which way this
19 goes. I have not discussed this with anybody with
08:43 20 whom I work or asked for any direction.
21 MR. BRISKE: Steve, if would state your name
22 and position for the record.
23 MR. WEST: Steve West, County Attorney's
24 Office. Let me think on that for a few minutes.
25 Before we vote I will give you an answer. I don't

1 know if you have a voting conflict or not.
2 MR. BRISKE: Thank you.
3 Ms. Davis.
4 MS. DAVIS: No to all of the above.
5 MR. WINGATE: I have visited the site and I'm
6 very familiar with the site.
7 MR. BRISKE: No other ex parte communication,
8 Mr. Wingate?
9 MR. WINGATE: No.
08:44 10 MS. SINDEL: No to all the above.
11 MR. BRISKE: Thank you.
12 Staff, was notice of this hearing sent to all
13 interested parties?
14 MS. MEADOR: Yes, sir.
15 MR. BRISKE: Was that hearing also -- notice of
16 hearing also posted on the subject property?
17 MS. MEADOR: Yes, sir.
18 MR. BRISKE: Mr. and Mrs. Reynolds, if there's
19 no objections, we'll present the maps and zoning
08:44 20 information for the surrounding area. He agrees.
21 (Presentation of Maps and Photographs.)
22 MR. HOLMER: Is this working?
23 MR. BRISKE: Is the volume control not working,
24 is that what the problem is?
25 MR. HOLMER: I'll have to check that out.

13

This is zoning Case Z-2013-13, 12511 Lillian Highway. This is a rezoning request from R-4 to C-1.

This is our locational map. You can see they're just west of the intersection of Lillian and Bauer. This is the 500-foot radius showing the zoning on the site as R-4 and the zoning in the immediate area either R-4 or R-2. This is the Future Land Use Map showing the Future Land Use on
08:46 this site as Mixed Use Suburban. This is the existing land use on the site. This is an aerial map of the site.

This is our public hearing sign. This is at the corner there. This is looking east on Lillian. This is looking north on Bronson. This is looking northeast from the corner into the site. This is looking south along Bronson from that same corner. Looking southeast into the site. Looking southwest from Lillian into the site. This is west on
08:46 Lillian, which is on the northern border of the property. The 500-foot radius map for the mailing list.

MR. BRISKE: Board members, any questions on the maps or photography?

MS. SINDEL: No.

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MR. BRISKE: Mr. or Mrs. Reynolds, who will be presenting today? Sir, if you will, please come forward. And, sir, we will have you sworn in, please.

(Robert Reynolds sworn.)

MR. BRISKE: Good morning. Will you please state your full name and address for the record?

MR. REYNOLDS: My name is Bobby Reynolds. My address is 12511 Lillian Highway, Pensacola,
08:47 Florida, 32506.

MR. BRISKE: Have you received a copy of the rezoning package with the staff's Findings-of-Fact?

MR. REYNOLDS: Yes, I did.

MR. BRISKE: Do you understand that you have the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with any portion of the County's Land
08:48 Development Code.

MR. REYNOLDS: Yes.

MR. BRISKE: Thank you. You may proceed.

MR. REYNOLDS: I'm just going to do a little small brief and then answer any questions.

We have owned and lived on this property for

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more than 40 years. We have had mobile homes, motor homes, travel trailers at many times and different times. In these 44 years we have seen traffic go from ten to 15 cars per day to several hundred per day. In the last five years Lillian Highway has had massive amounts of traffic. Bronson Field has turned the old flying field into a military and retired military area for recreation for their camping and sports and entertainment. There are
08:49 hundreds of people that go down that road everyday.

From Dog Track Road to Lillian Highway bridge there are several businesses on the south side of Lillian Highway and single-family living across the highway, restaurants, car washes, auto repair, barber shop, RV storage, and three blocks from there there's a liquor store, a grocery store, Hardee's, and single-family across from them, also a housing development about 500 feet on the same side of the road.

08:49 We're asking to be rezoned so we can open a small RV park to help our income. We are retired and it would help with the extra income for us. I understand this would not be a lot, but a little bit can help. We want all of Escambia County to grow. We are asking for your consideration and help.

16

Thank you.

MR. BRISKE: Thank you, sir.

Staff, would you please bring up the six criterion? Mr. Reynolds, in your presentation the staff's findings find in three of the six criterion that it's not compatible, and so being that you have the burden of proving, you know, to this Board that it is compatible or that you have a reason for it, I want to give you an opportunity to make sure that
08:50 you touch on those criterion, because it is your responsibility as the applicant to convince the Board why we should go this way. As I see the staff's findings, there is Criterion (2), (3) and (6) which they feel is not compatible with the code.

Do you have a copy of that staff findings with you?

MR. REYNOLDS: I think I do.

MR. BRISKE: I just think it might help you to get as much information on the record as possible
08:51 before we let staff do their presentation.

MR. REYNOLDS: I have Criterion (3). The proposed amendment is not compatible with the surrounding and existing uses in the area within the 500-foot radius impact area. Staff observed properties with zoning districts R-2 and R-4. In

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1 the area staff noted 24 family residences, nine
2 vacant parcels, one vacant office, three mobile
3 homes. The multiple commercial uses and intensities
4 allowed by the proposed C-1 zoning are not
5 compatible with the surrounding residential zoning R
6 uses.
7 MR. BRISKE: Now, obviously, the staff is
8 saying that it's not compatible, so this would be
9 your opportunity to tell the Board why you feel that
08:52 10 it would be compatible to the surrounding areas.
11 MR. REYNOLDS: Exactly. Well, as I said, we've
12 owned that property for, gosh, 40-plus years and in
13 that time and before that time actually there were
14 very very few people. It was old houses that people
15 used for cottages for the weekends and as it's built
16 along the way, there are more houses, better houses
17 and it's not just the old Perdido Bay area that we
18 used. People are living there and they have their
19 homes and they're doing their homes just like they
08:53 20 should.
21 And we're trying to do the exact same thing.
22 We're trying to not be any problem to anybody, but
23 nonetheless the property that we have is our
24 property. We have done a good job with it. There's
25 no issues with it. There's no problems and we think

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18

1 that we can use that extra acreage that we have to
2 put in a few little RV things and help our income.
3 MR. WOODWARD: Let me ask you something, sir.
4 How much land do you have there?
5 MR. REYNOLDS: It's somewhere close to three
6 acres.
7 MR. WOODWARD: I'm looking at the map and it
8 appears that everything on your side of the road is
9 vacant or a vacant building; is that correct?
08:53 10 MR. REYNOLDS: Yes, sir.
11 MR. WOODWARD: How far back toward Bauer do you
12 have to go before you run into any kind of used
13 developmental area?
14 MR. REYNOLDS: Less than probably 600 feet
15 there's grocery stores, there's liquor stores,
16 there's a bar.
17 MR. WOODWARD: A bar and restaurant as I recall
18 is along there, too, isn't there?
19 MR. REYNOLDS: That's correct.
08:54 20 MR. WOODWARD: Going the other direction it
21 looks like it's vacant, as well. How far is it
22 vacant in that direction?
23 MR. REYNOLDS: Well, it's not very far until
24 you get to -- gosh, I can't remember the name. The
25 major road that goes to --

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1 MR. WOODWARD: Bauer Road?
2 MR. REYNOLDS: Bauer Road.
3 MR. WOODWARD: That's to the west, isn't it?
4 MR. TATE: Bauer Road is to the east.
5 MR. WOODWARD: What's to the west going toward
6 Lillian?
7 MR. TATE: Maybe I can help there. What you're
8 looking for is towards Lillian, Alabama, is that the
9 direction you're talking about?
08:54 10 MR. WOODWARD: Yes, sir.
11 MR. TATE: That large parcel you see that's
12 labeled as vacant is not actually vacant. It's a
13 recreational parcel owned by a local university.
14 Beyond that on both sides of the street there are
15 businesses before you get to Spanish Moss, which is
16 the last road before the bridge.
17 MR. REYNOLDS: Yes.
18 MR. BRISKE: Any other questions, sir?
19 Mr. Wingate.
08:55 20 MR. WINGATE: Mr. Chairman, a question to the
21 owner. How many years did you say that you have
22 been there?
23 MR. REYNOLDS: Forty plus years.
24 MR. WINGATE: How many?
25 MR. REYNOLDS: Forty plus.

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1 MR. WINGATE: You've been out in that area
2 almost as long as I have. In reviewing your
3 property I was looking at comparing it to what
4 you're asking for here. Sometimes we say we don't
5 get it totally right, but sometimes as you look into
6 the future and sometimes -- I know I used to go down
7 to the navy park and some days there's a lot of cars
8 that goes by your way down by navy park, and at
9 Bauer Road they've got a shopping center up there
08:56 10 and there's some commercial and stuff that's in
11 there.
12 I know it's kind of mixed and it kind of looks
13 like from driving over there and looking at it a
14 couple of times and looking serious and I'm looking
15 at this application, it looked like the waterfront
16 should be residential and this should be something
17 else because, you know, convenience stores are
18 coming up right there and it seems like the last
19 place to catch you.
08:56 20 I know there's some property that's down below
21 you that's up for sale. And things do change. The
22 navy is to your west and that's hundred of acres
23 there. And this is -- I'd like to be right here
24 because in other words you've got such a nice place
25 over there. People are traveling to the park and I

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1 can see why you would want to do what you want to do
2 there, you know, getting the change. In other
3 words, I don't see where it would be any, you know,
4 major impact. I think it probably would be an
5 enhancement to the area, but that's just my opinion.
6 MR. REYNOLDS: That's my opinion, also.
7 MR. WINGATE: I know you guys have been there a
8 long time because I know I've admired your tomatoes
9 because I'm a gardener, too.
08:57 10 MR. REYNOLDS: Well, if you were just to park
11 at the intersection of Lillian Highway an Bronson
12 Road and you sit and watch the cars that go in there
13 going to the military base, which that's kind of
14 sort of military but not. It's closed down, but I
15 use it.
16 MR. WINGATE: And you've got 18 acres in there,
17 18 acres in there. You've got plenty of room to
18 comply with all the ECUA. You have ECUA water and
19 sewer.
08:58 20 MR. REYNOLDS: Yes.
21 MR. WINGATE: That was just kind of my comment.
22 MR. REYNOLDS: Thank you, sir.
23 MR. BRISKE: Board members, any other
24 questions?
25 Sir, did you have anything else that you wanted

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1 to add on the criteria?
2 MR. REYNOLDS: No, sir.
3 MR. BRISKE: We may bring you back up for
4 additional questions.
5 MR. GOODLOE: Mr. Chairman, I was just going to
6 ask Mr. Reynolds, do you not have any comments on
7 the findings for Criterion (2) or (6)?
8 MR. REYNOLDS: The piece of paper that I have
9 on Criterion (6), development patterns, there is
08:59 10 nothing I see.
11 MR. BRISKE: It would be under the findings,
12 the staff's findings.
13 MR. HOLMER: Here, I'll show you.
14 MR. REYNOLDS: Thank you.
15 The findings: The proposed amendment would not
16 result in a logical and orderly development pattern.
17 The proposed rezoning from R-4 to C-1 will
18 constitute an isolated zoning district that would be
19 incompatible with the adjacent and nearby zoning
08:59 20 districts and uses.
21 MR. BRISKE: Again, sir, it is your
22 responsibility to prove your case. The staff is
23 saying that it's not resulting in a logical and
24 orderly development pattern. We want to know what
25 your side of the case is for the record.

23

1 MR. REYNOLDS: My case is that we've owned that
2 property before any of this has happened. We've
3 been there forever. We plan to stay there forever,
4 until we die. What we're trying to do is just make
5 a living and continue on as we always have. If
6 anybody has gone by there, there is no issues about
7 anything. We're just two people trying to live.
8 MR. BRISKE: I understand. We want to just
9 make sure because of the nature of the proceedings
09:00 10 here that we give you the opportunity to address
11 each one of the criterion now.
12 The staff also has found on Criterion Number
13 (2) that it is not consistent with the intent and
14 purpose of the Land Development Code. I wanted to
15 give you an opportunity to speak to that, as well,
16 because each of the criterion is important in our
17 decision.
18 MR. REYNOLDS: Well, I'm looking at Criterion
19 (2) and the findings. The proposed amendment is not
09:01 20 consistent with the intent and purpose of the Land
21 Development Code 6.05.14. The proposed zoning
22 change would result in spot zoning as defined in LDC
23 Article 3.02.00.
24 I don't know that there is anything on Bronson
25 Road other than three other houses and the property

24

1 that's owned by a pretty good sized conglomerate on
2 the opposite side of Bronson Field Road is the only
3 people that are on that road. So I don't know that
4 there's an issue to anybody. Everybody that we know
5 is okay with it.
6 MR. BRISKE: Okay. All right.
7 Board members, any other question for the
8 applicant?
9 MS. SINDEL: Not at this time.
09:02 10 MR. BRISKE: We'll give you an opportunity for
11 a closing statement once we get through with the
12 staff's presentation. So if you will have a seat,
13 we'll get back to you.
14 MR. REYNOLDS: Thank you.
15 MR. BRISKE: Staff, who will be presenting for
16 staff?
17 MR. HOLMER: I will.
18 (Presentation by Andrew Holmer, previously
19 sworn.)
09:02 20 MR. HOLMER: Andrew Holmer, Senior Planner,
21 Escambia County Development Services.
22 As to the rezoning criteria, Criterion (1),
23 consistent with the Comprehensive Plan. The
24 proposed amendment to C-1 is consistent with the
25 intent and purpose of the Future Land Use Category

25

1 Mixed Use Suburban as stated in Comprehensive Plan
2 FLU 1.3.1. This FLU category allows for a mix of
3 residential and nonresidential uses such as retail
4 services and professional offices while promoting
5 infill development. The proposed amendment will
6 utilize existing roads and infrastructure as stated
7 in CCP FLU 1.5.3.
8 Criterion (2), consistency with the Land
9 Development Code. The proposed amendment is not
09:03 10 consistent with the intent and purpose of the Land
11 Development Code as stated in LDC 6.5.14. The
12 proposed rezoning change would result in spot zoning
13 as defined in LDC Article 3.
14 Spot zoning is defined as rezoning of a lot or
15 parcel of land that will create an isolated zoning
16 district that may be incompatible with the adjacent
17 and nearby zoning district and uses or as spot
18 zoning is otherwise defined by Florida law.
19 The parcel is located along an arterial roadway
09:04 20 within one-quarter mile of a collector/arterial
21 intersection and does meet the locational criteria.
22 Criterion (3), compatibility with the
23 surrounding uses. The proposed amendment is not
24 compatible with surrounding and existing uses in the
25 area. Within the 500-foot radius impact area, staff

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26

1 observed properties with zoning districts R-2 and
2 R-4. In the area staff noted 24 single-family
3 residences, nine vacant parcels, one vacant office
4 and three mobile homes. The multiple commercial
5 uses and intensities allowed by the proposed C-1
6 zoning are not compatible with the existing
7 surrounding residential zones or uses.
8 Criterion (4), changed conditions. Staff has
9 found no changed conditions that would impact the
09:05 10 amendment or property.
11 Criterion (5), the effect on the natural
12 environment. According to the National Wetlands
13 Inventory, wetlands and hydric soils were not
14 indicated on the subject property. When applicable
15 further review during the site plan review process
16 will be necessary to determine if there would be any
17 significant adverse impact on the natural
18 environment.
19 Criterion (6), development patterns. The
09:05 20 proposed amendment would not result in a logical or
21 orderly development pattern. The proposed rezoning
22 from R-4 to C-1 will constitute an isolated zoning
23 district that would be incompatible with the
24 adjacent and nearby zoning districts and uses.
25 That's all.

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27

1 MR. BRISKE: Board members, questions of staff?
2 MR. GOODLOE: Mr. Chairman, I would just ask
3 the staff if they would please put up on the screen
4 what's allowed in C-1.
5 MR. JONES: While he's pulling that up, just to
6 sort of define it, C-1 as you know is a very
7 commercial district. It allows for a lot of
8 commercial things, even from retail commercial
9 automobile sales. It's very intense commercial as
09:06 10 you can see from the number of uses that are allowed
11 in the C-1 district, as well as what is allowed in
12 R-4. R-4 is a high multifamily district area which
13 allows for apartments. That's the highest use in
14 R-4 zoning.
15 MR. GOODLOE: Okay.
16 MR. TATE: Any other questions for staff?
17 MS. DAVIS: I do. Horace, what zoning do they
18 need for a trailer park?
19 MR. JONES: They need a C-1 zoning, yes, ma'am.
09:07 20 MR. TATE: Why? I'm just asking.
21 MR. JONES: This is not a trailer park. This
22 would be an RV park. Our Land Development Code
23 considers RV parks as campgrounds. Campgrounds are
24 only allowed in C-1, so it's not allowed in R-6 or
25 R-4. So our Land Development Code it allows RV

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28

1 associated with campgrounds, so that's why a C-1
2 zoning is needed.
3 MR. TATE: You can have boarding and lodging in
4 R-4, which is transit, but you can't have an RV park
5 which is transit.
6 MR. JONES: Yes. That's the way our Land
7 Development Code defines it.
8 MS. SINDEL: Didn't that have to do a lot with
9 a RV park you've got to deal with waste removal and
09:08 10 some other issues where boarding is the assumption
11 of an existing home where that's covered?
12 MR. JONES: Yes. Most of the time an RV is not
13 considered a residential type use at all and
14 boarding is considered a more residential type use.
15 MR. BRISKE: I would just like to remind the
16 members of the public, I know the Board is aware of
17 this, but we don't really consider the specific use
18 of the property because if it's recommended for
19 rezoning to a C-1, anything that you see on that
09:08 20 screen would be allowed in that. So, therefore, we
21 cannot consider the potential use of it in this
22 hearing because if the property changes hands or
23 anything like that, whatever that zoning district
24 allows would be allowed on the property. So that's
25 the way we have to look at it, is all of that.

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29

Mr. Reynolds, did you want to ask the staff any questions before we proceed? We do have some members of the public that wish to speak. He's indicated that he does not.

Any more questions from the Board before we go into open public comment?

MR. HOLMER: Mr. Chairman, before we go on, there were some questions, a question discussing some commercial development up and down Lillian.

09:09 This one as we put in the finding is less than a quarter mile from the intersection with Bauer. The other commercial you're thinking of, the restaurant and everything is three-quarters of a mile to the west.

MR. BRISKE: Thank you.

Mr. Wingate.

MR. WINGATE: Mr. Chairman --

MR. TATE: Steve West had a comment.

MR. BRISKE: Mr. Wingate, you're next.

09:09 Mr. West, please.

MR. WEST: I wanted to know if it's okay to jump in and address Mr. Tate's voting conflict now. Drew has informed me that the parcel directly to the west, the rather large parcel that abuts this rezoning parcel, is what your employer owns; is that

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correct?

MR. TATE: That's correct. With additional property to the west.

MR. WEST: In most cases just owning property in the general vicinity of a rezoning case is not going to give rise to a voting conflict because I think the impact would be too diluted, but here I think because of the size and proximity of the parcel I think that's not the case, so my

09:10 recommendation would be to abstain from voting on this one. You can participate in the discussion, but you would probably have a voting conflict.

MR. TATE: Understood.

MR. BRISKE: Staff will get you a little form to fill out on this one so we have it as part of the record.

Mr. Wingate, you had a question?

MR. WINGATE: Not a question, but looking at this from a logical point of view, and if you drive

09:11 down Lillian Highway at the corner, it was kind of alluded to there's auto repair shops, there's grocery stores, there's convenience stores. He's on an isolated corner across from some military recreational park land, and he's across the street from Lillian Highway, which makes that an isolated

31

waterfront. And right on that corner if you were driving through there who would want a nice house right on that corner with all that traffic that's going to the park and down Lillian Highway? So when there's other commercial up the street that's not doing well -- other residential up the street on that side of the road that's not doing well. The commercial seems to be doing well. The residential doesn't.

09:12 That was just my observation from the drive-by, not in his behalf, I was just kind of stating what I saw. I know what the code says. It looks like there was someway, in other words, it would be locked into an isolated district, so an isolated district does require buffers. And any time you go into a district other than C-1 you've got to have so many feet that you have buffering if that's done. I know Mr. Jones knows more about that than anybody around here and he's saying it's not practical or it

09:12 could be practical. That was just my opinion.

MR. BRISKE: Okay. Thank you, Mr. Wingate.

Any other questions before we move on to public comment?

(Public Comment.)

MR. BRISKE: For those members of the public

32

who wish to speak on this matter, please note that the Planning Board bases its decisions on the criteria and exceptions described in Section 2.08.02.D Escambia County Land Development Code. During its deliberations the Planning Board will not consider general statements of support or opposition. Accordingly, we please ask that you limit your testimony to one of the six criterion and exceptions described in Section 2.08.02.D that we

09:13 have up on the board. Please also note that only those individuals who are present and give testimony on the record before this hearing will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

Our first speaker is Ms. Lisa Minshew. Please come forward. I happen to know Mr. Minshew is an attorney so she is bound by a set of rules. She does not have to be sworn in as such because she's taken an oath. We don't use a timer because she's

09:14 representing a client here. Ms. Minshew, good morning. If you would, please tell us who you are.

(Presentation by Lisa Minshew.)

MS. MINSHEW: Thank you, Mr. Chairman. I've known a few of you. I was looking at Mr. Wingate. About 20 years ago I think I was working with you on

33

1 the Planning Board. It's been a long time coming
2 here.
3 My name is Lisa Minshew. I'm an attorney. I'm
4 a native of Pensacola. My office is on Government
5 Street. I have a zoning background. I have
6 actually a minor in planning from the University of
7 San Diego State.
8 I am honored today to be here representing
9 James and his wife Tonya Degruccio. That's
09:14 10 D-E-G-R-U-C-C-I-0. The Degruccios live directly
11 across the street across Lillian from the proposed
12 application site and Mr. and Mrs. Degruccio wrote a
13 letter and they have asked me to read it to you.
14 It's dated June 27, 2013, to the Escambia County
15 Planning Board.
16 Dear Honorable Board Members: I have asked
17 Ms. Lisa Minshew to represent my interest at the
18 public hearing in regard to rezoning request Case
19 2013-13 as I will be traveling outside the country,
09:15 20 a trip over two years in the making. As a resident
21 of Escambia County and the Perdido Heights
22 neighborhood I have a vested interest in the case
23 before you as my residence sits directly across
24 Lillian Highway from the land parcel being
25 considered for rezoning. I have asked Ms. Minshew

34

1 to express my fervid opposition to the redesignation
2 of the property located at 12511 Lillian Highway
3 from R-4 residential to C-1 retail commercial.
4 As a 20-year U.S. military veteran, I
5 purchased the property at 12530 Lillian Highway in
6 April of 2004 with the intent of retiring there and
7 raising my two young children. At the time I chose
8 that particular neighborhood primarily due to its
9 relatively low population density and residential
09:16 10 zoning designation. My decision was further
11 influenced by the fact that the Escambia County
12 30-year Comprehensive Plan showed that it was likely
13 to remain as such for the foreseeable future. At
14 that time I certainly could not have envisioned
15 raising my two children, ages nine and eleven, with
16 the possible shadow of a commercial retail complex.
17 It is my opinion that the commercial rezoning of the
18 property located at 12511 Lillian Highway is not in
19 the best interest of the Perdido Heights
09:16 20 neighborhood.
21 While the true intent of the Reynolds, the
22 documented owners of 12511 Lillian, can never truly
23 be known, the fact that the property is listed for
24 sale for residential or commercial use implies that
25 the Reynolds have little intention of future

35

1 residence in the neighborhood and they show little
2 regard as to the impact of the request after they
3 have left.
4 Indeed any number of retail enterprises
5 facilitated by a C-1 zoning designation could be
6 established on the parcel, many of which would be
7 detrimental to children in the immediate area, night
8 clubs, liquor stores or any other enterprise that
9 might be a vendor of products unsuitable for small
09:17 10 children, including alcohol and cigarettes.
11 These concerns are, of course, in addition to
12 the usual concerns associated with any commercial
13 property including increased traffic, noise,
14 pollution and criminal activity.
15 I most heartily agree with the findings of the
16 Planning Board staff, that one, the proposed
17 amendment is not consistent with the intent and
18 purpose of the Land Development Code; the proposed
19 amendment is not compatible with the surrounding
09:18 20 existing uses in the area; and three, the proposed
21 amendment would not result in a logical and orderly
22 development pattern. I strongly urge the Planning
23 Board to implement the findings of its staff and
24 vote to reject the rezoning amendment proposed by
25 Mr. and Mrs. Reynolds.

36

1 Like the Planning Board staff, it is my fervid
2 belief that the rezoning of the Reynolds' property
3 to a commercial district is not compatible with the
4 surrounding neighborhood and is not in the best
5 interest of either Perdido Heights or Escambia
6 County. Thank you for your time and consideration.
7 Very Respectively, James G. Degruccio.
8 And it is sworn and subscribed by him on June
9 27th, 2013, and I would ask that his letter be put
09:18 10 into the record as evidence.
11 MR. BRISKE: The Chair will entertain a motion
12 to accept into evidence.
13 MS. SINDEL: So moved.
14 MR. GOODLOE: Second.
15 MR. BRISKE: A motion and a second. Any
16 discussion? All those in favor, say aye.
17 (Board members vote.)
18 MR. BRISKE: Opposed?
19 (None.)
09:19 20 MR. BRISKE: We have one abstained.
21 (The motion passed with one abstained.)
22 MR. BRISKE: We'll note that as Minshew Public
23 Number One for the record.
24 (Exhibit Minshew Public Number 1, Letter.)
25 MR. BRISKE: Go ahead.

37

1 MS. MINSHEW: Thank you. I also have the
2 current listing of the property by Beck Properties,
3 which is updated June 17, 2013, which provides that
4 it is for sale with a significant price reduction,
5 zoned R-4, but potentially a very viable commercial
6 site after a rezoning. I would like to introduce
7 that into evidence also.
8 MR. BRISKE: The Chair will entertain a motion.
9 MS. SINDEL: So moved.
09:19 10 MR. BRISKE: A motion to accept. Do we have a
11 second?
12 MS. DAVIS: Second.
13 MR. BRISKE: Discussion? All those in favor
14 say aye.
15 (Board members vote.)
16 MR. BRISKE: Opposed?
17 (None.)
18 MR. BRISKE: We'll label that as Minshew Public
19 2.
09:19 20 (Exhibit Minshew Public Number 2, Real Estate
21 Listing.)
22 MS. MINSHEW: Thank you, Mr. Chairman.
23 Mr. Degruccio is very well spoken and when I
24 read his letter I wished he could have been here for
25 you, but he and his family had planned this trip out

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38

1 of the country for several years and he was very
2 torn about being here today. He really wanted to
3 be, so that's why I took the time to read his letter
4 explicitly for you.
5 I also had an opportunity to look at the staff
6 report and I did have one question of staff because
7 the report I was given, and it might not be updated,
8 but on the first page it provides a statement about
9 MU-U, and I thought this was MU-S. I just wanted to
09:20 10 make sure.
11 MR. JONES: It is MU-S.
12 MS. MINSHEW: The language in the staff's
13 report that found the application consistent with
14 the Comprehensive Plan speaks to MU-U and MU-S is,
15 of course, less intensive.
16 MR. JONES: Yes.
17 MS. MINSHEW: It's possible it may not even be
18 consistent with the Comprehensive Plan if it was the
19 MU-S verbiage, but I just raise that as a question.
09:21 20 MR. BRISKE: Let's let them respond. We may
21 have to change the Findings-of-Fact for the staff so
22 that it's correct.
23 MS. MINSHEW: I can let them do that. Let me,
24 if you don't mind, give them a chance to look at
25 that. The spot zoning I think is more critical.

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39

1 When you look at the overall zoning map which we
2 printed out which has, you know, a bigger spread,
3 you can see that the R-4 and the R-1 in this area is
4 extensive. Yes, there are some grandfathered uses
5 that go further out towards the bay along Lillian,
6 but they're grandfathered and until the County
7 Commission changes that status, your zoning is
8 residential.
9 There's one pocket at the corner of Bauer where
09:21 10 the grocery store is and the shopping center is
11 appropriately. Everything else even across from the
12 grocery store is R-R. So until the County
13 Commission and the Planning Board recommends that
14 that overall scheme be changed, this could not be
15 consistent with the Land Development Code because
16 you're going to have spot zoning in this particular
17 area.
18 I understand that there's some attempt to want
19 to have a campground here. I would remind you that
09:22 20 campgrounds of a nature like that with mobile homes
21 tend to have potentially transits. I don't think
22 it's exactly the R-4 category with the homes across
23 the street. It's not exactly the type of RV
24 campground at the beach that we're looking at being
25 there on Lillian Highway. And when you have so many

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40

1 homes across the street and along the side with
2 families now, these aren't just vacation homes
3 anymore, that the neighborhood feels it's
4 inappropriate.
5 I also note that there are several members of
6 the public here that have filled out pink sheets in
7 opposition, but really don't feel comfortable
8 speaking and I didn't know if those would become
9 part of the record also, and if not, we would like
09:23 10 to ask that they would be.
11 MR. BRISKE: If they filled out a form and they
12 do not wish to get up to the podium, they're still
13 on the record as being present, but their testimony
14 is not recorded, so there's really nothing in the
15 record for them, just that they were present and
16 signed up to speak.
17 Steve, if they don't at least get up and say
18 something, are they allowed to speak at the BCC?
19 MR. WEST: No. Really they need to put
09:23 20 whatever they want on the record here now. They
21 can't just rely on the sign-up sheet.
22 MS. MINSHEW: Is it possible for me to request
23 to have the pink sheets made part of the record?
24 MR. BRISKE: Well, they are part of record, but
25 since we're recording verbatim, anything that they

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41

say becomes part of the record. And the rule there is that no new evidence can be presented to the BBC. It has to be considered here today. So if they wish to say anything, it has to be on the record today.

MS. MINSHEW: Okay. Clearly this would create spot zoning and when you look at the overall neighborhood in that area we would suggest that it would be inappropriate for you to recommend the change here. If one day perhaps Mr. Tate's employer

09:24 decides that something else is going to happen with that big property, then that needs to be an overall large review of the area as to how it's going to be projected in the future, but for right now this would be spot zoning and we would ask that you turn it down.

MR. TATE: I will state this, that we are developing it now to the extent that we want to develop it. It is purely for recreational use within that natural environment.

09:25 MS. MINSHEW: And that's the way the neighborhood, I think, would like to keep it.

Also, I know that it's on the record that I spoke, but I would beg your indulgence of the Degruccios because I know that when they come back they would really like to attend the County

42

Commission meeting along with me.

MR. BRISKE: By virtue that they've hired you to represent them it's on the record as that, so you will be able to address the Commissioners as well on their behalf if they are not back by then.

MS. MINSHEW: Any questions for me? Thank you very much.

MR. BRISKE: Thank you, Ms. Minshew.

MR. JONES: Steve, I do have a question of you.

09:25 I want to make sure we get this correct. Steve, let's say that Ms. Minshew, I know she's very busy, let's say she's not able to attend but the owners attend, can they still speak although she may not be able to attend? I just want to get that clarified. I know she's busy.

MR. WEST: I would say no. My boss may have a different perspective on that, but technically what the Board of County Commissioners is supposed to be looking at is the record generated here. If it were

09:26 up to me I would not let anybody speak at the Board of County Commissioners meeting. The record is what should be considered and there's always a danger of introducing additional evidence if you let someone get up and speak a second time.

Really, the idea is they're not supposed to be

43

saying anything more than they said here. I don't want to leave Ms. Minshew with the misimpression that is something that could happen, but I'll leave that up to my boss to make that decision at that time. I don't represent the Board of County Commissioners at that hearing.

MS. MINSHEW: I understand. We'll cross that bridge when we get there.

MR. LEMOS: Mr. Chairman? Juan Lemos, Escambia

09:26 County Planner. There has been a request from the public since that determination was made by the legal department that some of the individuals that filled out some of those forms requesting not to speak they want to change the forms to allow them to do so.

MR. BRISKE: I'll call out each person that has signed up and you can let us know whether you want to come to the podium at that time or not. That way we at least have your name on the record.

09:27 MR. HOLMER: Mr. Chairman, if I may, the issue on the findings with the Mixed Use Urban being in there, that was a typo. We missed that. The analysis was all done with the correct Mixed Use Suburban. C-1 is on the upper end of the allowable uses within the Mixed Use Suburban.

44

MR. BRISKE: That was a typo?

MR. HOLMER: Yes, sir, but not in the actual analysis and findings. That is correct. It addresses the proper Future Land Use.

MR. BRISKE: The analysis was done properly, we just had the wrong designation.

MR. JONES: Yes. And I would like to add to that. Based upon that the use is allowed, but Mixed Use Suburban is a less intense Future Land Use

09:28 category, but with the other issues that are remaining, staff's findings still remain the same.

MR. BRISKE: With the exception of correcting that typographical error?

MR. JONES: Absolutely.

(Ms. Sindel exits.)

MR. WOODWARD: I move the oral amendment be accepted.

MR. BRISKE: Motion to accept the amendment. Second?

09:28 MR. GOODLOE: Second.

MR. BRISKE: We have a second. All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

45

(The motion passed unanimously.)
MR. BRISKE: We're going to go ahead and take about a five-minute break. We had one Board member had to take a phone call. We're going to come back in at 25 till 10:00, please.
(Break taken, after which the proceedings continued.)
MR. BRISKE: Folks, I would ask you to come back to order. We're going to call the meeting back
09:37 to order.
(Ms. Sindel not present.)
MR. BRISKE: We are still in the public comment section and our next speaker is Ms. Barbara Lenn. Good morning, ma'am. If you will, please be sworn in and then state your name and address for the record.
(Barbara Lenn sworn.)
MS. LENN: My name is Barbara Lenn. I live at 12490 Lillian Highway and we've lived there about
09:38 25 years now. I have several concerns about the potential rezoning. One is the traffic. This is a two-lane road from Bauer Road to the Lillian bridge, the state line. It's got double lines, which means no passing. Nobody understands that's no passing except we who live on that highway, yet I cannot

46

tell you how often I have come close to being rear-ended, if I didn't make a fast maneuver of my own just to get off the highway.
Coming from Lillian into town, if I'm making a left turn, they pass me on the right, which is also illegal. And the speed is the problem. Further west, it didn't really show too much on the map you had up there, but further west there's a dip in the road and cars seem to momentarily disappear, I guess
09:39 you would say, and I'll come out of the driveway and think that there's nobody coming. By the time I've gotten into the lane to go to town I've got somebody on my tail speeding. I mean, it's ridiculous. We have ambulances. We have fire trucks. We have all types of emergency vehicles many times a day. I cannot tell you the times that they go through. We have school buses at various times of day. We have bicycles, motorcycles. There's no turn lanes. There's no bike lane. The road is narrow. Safety
09:40 is just a huge consideration in adding anymore -- much more traffic to that area.
Also, drainage in our area, we don't have storm sewer, I guess you would say. We don't also have septic tanks -- we have septic tanks. We don't have county sewer and I've been told we will never have

47

county sewer out that way and that the road will never be widened out that way.
So putting in an RV park as they are saying that they want to do, yet at the same time he said he wants to live there forever, he has a for sale sign and has recently reduced the price on the property, so this will just open it up to any of the other criteria you have listed there, not just the RV park.
09:40 There's a KOA RV park over in Lillian that's on the water. The Blue Angel Recreation Park, which is at the end of Bronson Field Road, has a beautiful waterfront. So if a person is going to be camping and has an RV, they're not going to stay on dry land. I mean, they want to have something to go out and look at at least in the morning.
As I've already said, there is a big drainage problem out our way when we do have a bad storm. I think that probably covers some of my concerns.
09:41 It's just that we've -- Pensacola -- I mean, we have the commercial down a quarter mile down to the left on the east. We have the commercial down further west. This segment in here is a one mile residential zoning. We built our homes on both sides of the highway with the exception of that

48

corner where I believe Pensacola Christian has property there. The government's property starts further back on the highway.
MR. BRISKE: Thank you for your comments.
Board members, any question of Ms. Lenn? Thank you, ma'am.
MS. LENN: Thank you.
MR. BRISKE: Our next speaker is John Catchot. Come forward please and be sworn in and state your
09:42 name and address for the record, sir.
(John Catchot sworn.)
MR. CATCHOT: Good morning.
MR. BRISKE: Speak into the microphone, please, sir.
MR. CATCHOT: I'm John Catchot. I've been residing out on Lillian Highway right across from where the rezoning is to take place, if it happens, since 1968. To clarify that, when Robert Kennedy got killed we moved out there. We've enjoyed living
09:42 there for I'll say 45 years.
But there is a traffic problem, heavy problem. It is a highway. I've heard the word street mentioned a few times. It's not a street. It's a highway. When they reblacktopped that highway about 10 years ago, I got with the gentleman who was over

49

1 the blacktopping and had him double line that
2 highway from Bauer Road to the Lillian Bridge
3 because it was spotty where you could pass. And
4 they were passing. And I can tell you living out
5 there, they're still passing. So maybe it helps
6 with some.
7 We've been pretty happy living out there for
8 that length of time. And like I say, the thing that
9 concerns me, I believe it's going to bring more
09:43 10 traffic. Whatever they do will bring more traffic.
11 There's also a drainage issue with that
12 property. And they say a picture is worth 1000
13 words. I've got about 4000 words here. I would
14 like to submit those. And I think that's about all
15 I've got to say.
16 MR. WOODWARD: Show those to the applicant,
17 please, sir, and ask him if he can identify the
18 pictures you have.
19 MR. BRISKE: Mr. Reynolds, if you would, take a
09:44 20 look at these pictures that this gentleman is
21 submitting.
22 MR. WOODWARD: Mr. Reynolds, is that your
23 property, the pictures there?
24 MR. REYNOLDS: Yes, sir.
25 MR. WOODWARD: Does it fairly and accurately

50

1 represent the condition it's supposed to represent?
2 MR. REYNOLDS: For the one time it occurred.
3 MR. WOODWARD: You can tell us about it later.
4 I would move we accept them into evidence.
5 MR. BRISKE: Motion to accept these into
6 evidence.
7 MS. DAVIS: So moved.
8 MR. BRISKE: Do we have a second?
9 MR. GOODLOE: Second.
09:45 10 MR. TATE: Comment. Should they be related to
11 one of the criterion?
12 MR. BRISKE: Well, I believe, they're
13 Mr. Catchot's exhibits that he wanted entered.
14 MR. TATE: That's correct. His comments are
15 supposed to be related to the criterion. I'm not
16 trying to challenge, I'm just saying link it to
17 where we're supposed to be looking at, the six
18 criterion.
19 MR. WOODWARD: I haven't seen the pictures.
09:45 20 From what he describes I suggest Criterion (5).
21 MR. TATE: (3), (4) and (5).
22 MS. MINSHEW: What they want to know, say,
23 number five.
24 MR. WOODWARD: Thank you, Ms. Minshew.
25 MS. MINSHEW: Sorry.

51

1 MR. CATCHOT: Anymore questions?
2 MR. BRISKE: Go ahead, sir.
3 MR. REYNOLDS: I've got a hearing problem.
4 Anymore questions?
5 MR. BRISKE: We would just ask that you would
6 identify which of the criterion you would like
7 pictures identified with.
8 MR. CATCHOT: There's certainly some changing
9 conditions when this happens.
09:46 10 MR. TATE: We'll link them to Criterion Number
11 (4). We have a motion and a second to accept into
12 evidence. Anymore discussion? All those in favor
13 say aye.
14 (Board members vote.)
15 MR. BRISKE: Opposed?
16 (None.)
17 (The motion passed unanimously.)
18 MR. BRISKE: We will list them as Catchot
19 Public Exhibit 1.
09:46 20 (Catchot Public Exhibit 1, Photographs, was
21 identified and admitted.)
22 MR. BRISKE: We'll put each of the speakers'
23 names if they wish to enter anything into evidence,
24 their name and the word public and the numbers
25 corresponding with it.

52

1 You still have about a minute and 20 seconds
2 left if you would like to add any additional
3 comments.
4 MR. CATCHOT: The only thing I can add, I think
5 the Reynolds are decent people. We've lived out
6 there for, like I say, almost 45 years. We used to
7 be good neighbors, but that's changed. I'm not down
8 here to contradict or keep them from doing anything
9 they want to do for progression. I'm for it. But
09:47 10 there are some issues.
11 MR. BRISKE: Thank you, sir.
12 Our next speaker is Kara George Oshana. Good
13 morning, sir. If you would, state your full name
14 for the record and be sworn in.
15 (Kara George Oshana sworn.)
16 MR. OSHANA: My name is Kara George Oshana. I
17 live at 12850 Lillian Highway. I just want to make
18 an observation that I've seen that this piece of
19 property in question has been up for sale for quite
09:48 20 a while. I guess it was for sale as R-1, and I
21 suspect that they're trying to rezone it to
22 commercial to resale and move out. Once it's C-1,
23 it doesn't necessarily have to remain a trailer
24 park. It could become anything almost. That's all
25 I've have to say. Thank you.

53

1 MR. BRISKE: Any questions for Mr. Oshana?
2 Thank you, sir.
3 Dorothy Ellen Oshana, please. Good morning.
4 Be sworn in, and give your name and address, please.
5 (Dorothy Ellen Oshana sworn.)
6 MS. OSHANA: I'm Dorothy Ellen Oshana, 12850
7 Lillian Highway. I agree with Ms. Minshew and staff
8 to please turn this down. As Ms. Lenn said about
9 the dip in the highway, we live just past the dip
09:49 10 west of the property and even on our side, cars
11 coming west going down into the dip there's a lot of
12 times that we pull out and then all of a sudden
13 there's a car right there. That is an issue, too.
14 Thank you.
15 MR. BRISKE: Any questions? Thank you,
16 Ms. Oshana.
17 Mr. Les Senft. I hope I pronounced that right.
18 State your full name and be sworn in.
19 (Lester Senft sworn.)
09:50 20 MR. SENFT: My name is Lester Senft. I live at
21 12860 Lillian Highway. I just moved down here a
22 year ago, but in Little Rock the Board did a great
23 job up there and the community we lived in we fought
24 constantly against invasion of our privacy that we
25 had back in our village. I would just like to say

54

1 that when I moved down here I moved to paradise and
2 I want it to stay that way. I don't want to be
3 selfish, but I think that the Board and the
4 conditions that you have we don't need or that area
5 doesn't meet what we need to have there. I support
6 everything that our attorney up here said and I
7 would like to keep it that way. Thank you.
8 MR. BRISKE: Any questions. Thank you, sir.
9 Debra Warren. Please be sworn in and state
09:50 10 your name and address.
11 (Debra Warren sworn.)
12 MS. WARREN: Hi, I'm Debra Warren. I also live
13 at 12520 Lillian Highway. My parents years ago
14 moved out there. I moved out and come back a couple
15 of years ago. I also have a child like the
16 neighbors. There's a lot of young kids in that area
17 now.
18 The Reynolds had mobile homes there, and like
19 they said campers once before without the zoning.
09:51 20 They went ahead and opened it up to make themselves
21 some money and that's all fine. One of the first
22 people that moved out there was a sex offender. We
23 all got a letter saying that a sex offender had
24 registered at that address. That is a concern.
25 Anybody that comes to a place like that that's

55

1 not on the water, it's not an RV park, it's not a
2 KOA, they're coming to a place that -- it's just
3 desolate there. There's woods. There's nothing
4 there. There's not a playground. It's not going to
5 bring family people to that area. It's going to be
6 people that want to get away. It's way out there
7 where no one can see them. Nothing is going on.
8 It's dark out there at nighttime.
9 Once the Reynolds leave, because they have had
09:52 10 the property up for sale for quite a while, I do not
11 believe their intention is to stay there. They're
12 trying to leave. I've heard they have already
13 bought property in Alabama somewhere. They want to
14 move to Alabama. So this is not their intention.
15 I'm sure they want to make the money before
16 they leave, but when they leave this property is
17 going to be left up for any kind of business to come
18 in there and those of us who still live there who
19 want to live in peace and harmony are going to have
09:52 20 whatever is left there because the zoning got
21 changed at this time. So they can make money right
22 now while they're living there and get in more
23 prospects of people that can buy the property,
24 because they have not been able to sell it. No one
25 wants to pay that kind of money for three acres

56

1 sitting over there on this piece of corner. They're
2 just trying to get it opened up to a bigger prospect
3 of people, a bigger market.
4 That's all good and fine. That's the American
5 way, but we also live there, too. We're the ones
6 who are going to be left there with whatever the
7 situation is going to be. Because when they leave
8 the RV park will go with them, because they're the
9 ones renting the property. Then it's going to be
09:53 10 opened up to whatever business is going to come in
11 there. I love the businesses down the street. I go
12 to Hardee's. I go to the Tom Thumb. It's not
13 across the street from me.
14 I can't get out of that driveway right now
15 sometimes. I have to sit there three to
16 four minutes because of the traffic that is coming
17 both those ways. I come from Lillian. We have
18 property over there. I try to turn in my parents'
19 yard and I have to sit there. I have people pass me
09:53 20 on this way, people passing this way.
21 There's been accidents. We've had motorcycles
22 get -- right there at Bronson between our
23 property -- we're one-tenth of a mile from our
24 driveway to Bronson Field Road or Bronson Road now.
25 There have been numerous accidents and it's all due

57

1 to the traffic that's out there.
2 The campground, since it's gone in out there,
3 Blue Angel Park, since it's gone in out there, the
4 accidents have increased because the campers that
5 are coming there trying to turn across that highway,
6 they're going west, there's traffic coming east.
7 There's a dip right there and they're the cause of a
8 lot of accidents. I would really request that y'all
9 deny this application. Thank you for your time.
09:54 10 MR. TATE: Thank you, ma'am. Any questions?
11 Thank you, ma'am.
12 Betty Catchot. Be sworn in, please.
13 (Betty Catchot sworn.)
14 MR. BRISKE: Your name and address for the
15 record, please.
16 MS. CATCHOT: Betty Catchot. I also reside at
17 12520 Lillian Highway for 45 years across the street
18 from the said property. And I pretty basically
19 agree with all the issues that have been up and I
09:55 20 have nothing to add.
21 MR. BRISKE: Thank you, ma'am. Any questions
22 for Ms. Catchot? Thank you.
23 That is the last speaker request form that I
24 have for this case. Is there anyone else who has
25 not spoken yet that wishes to speak on this matter?

58

1 Hearing none, I hereby close the public comment
2 portion of the hearing.
3 Mr. Reynolds, please come forward, sir. Sir, I
4 would like to give you an opportunity for your
5 closing statements to the Board or any other
6 questions that you may wish to address with the
7 staff at this time.
8 MR. REYNOLDS: Okay, sir. There were some
9 fallacies in some of the conversations. I'm not
09:56 10 going to go into who and why, but there are false
11 statements that have been made.
12 We've been there forever, and ever and ever.
13 We're still going to be there forever and ever. We
14 have put our property up for sale. Whenever the
15 economy was good people wanted property. We put
16 ours up for sale, not necessarily hoping that we
17 were going to go away, because we didn't want to go
18 away. We're still there. Well, the economy kind of
19 popped out as y'all know, so nobody is really buying
09:56 20 anything, nobody is doing anything, but the real
21 estate guy says leave it there and maybe somebody
22 will come by and just see it. So that's why it's
23 there.
24 We think our process that we've talked about
25 and what we wanted to do is fair and is not

59

1 bothering anybody. Across the street from these
2 folks that have just spoken is about maybe 300 yards
3 from there. You don't even see it unless they come
4 out of their driveway. So those issues are their
5 issues and not my issues. There's nothing with an
6 issue that would have any problem with anybody.
7 Jake Horton owns that property across the
8 street from Bronson Road. It's a major piece of
9 property. There's going to be a second student
09:57 10 project coming up.
11 You know, we've done everything that we can,
12 everything that we should do. We've done
13 anything -- nothing that has been falsely brought
14 up. Everything we say, we say what we've got.
15 That's about all I want to say right now.
16 MR. BRISKE: Yes, sir, thank you.
17 Staff, anything else to add to the case?
18 Planning Board, any questions for the applicant
19 or staff?
09:58 20 Hearing none, the Chair will entertain a motion
21 on this case.
22 (Motion by Mr. Goodloe.)
23 MR. GOODLOE: Mr. Chairman, a motion.
24 MR. BRISKE: Yes, sir.
25 MR. GOODLOE: I recommend we deny the rezoning

60

1 application to the Board of County Commissioners and
2 adopt the Findings-of-Fact provided in the rezoning
3 package labeled Z-2013-13.
4 MS. DAVIS: Second.
5 MR. BRISKE: We have a motion to deny and a
6 second. Any further discussion? All those in
7 favor, say aye.
8 (Board members vote.)
9 MR. BRISKE: Opposed?
09:58 10 MR. WINGATE: Nay.
11 MR. TATE: Abstain.
12 MR. BRISKE: We have one nay and one
13 abstaining, so the motion carries to deny the
14 request.
15 (The motion passed to deny the request, with
16 Mr. Wingate opposed and Mr. Tate abstaining.)
17 MR. BRISKE: Mr. Reynolds, that will be
18 recommended to the Board of County Commissioners.
19 You will have an opportunity to go in front of them
09:59 20 and ask that they consider the case further. This
21 is a recommendation from the Planning Board.
22 I would remind all of you that spoke you will
23 get notified, but you would need to attend the Board
24 of County Commissioners hearing if you wish to get
25 in front of them and speak again and that will be

scheduled. Do we know when the case will go at this point?

MS. MEADOR: August 8th.

MR. BRISKE: So that will be when we go. All right. Thank you.

Give us just a moment here for the chambers to clear and then we'll go on to the next case.

(Conclusion of Case Z-2013-13. The transcript continues on Page 62.)

09:59 * * *

* * *

CASE NO: Z-2013-14

Location: 7585 Mobile Highway.
Parcel: 16-1S-31-3304-000-003
From: R-2, Single-Family District (cumulative), Low-Medium Density (1.5 acre)
To: AG, Agricultural District, Low Density (1.5 acres/du)

FLU Category: MU-S, Mixed Use-Suburban

BCC District: 1

Overlay District: N/A

BCC Meeting Date: 08/08/2013

Requested by: Albert and Marie Jones, Owners.

MR. BRISKE: Our next case is a Case Z-2013-14, Albert and Marie Jones, owners, 7585 Mobile Highway, from R-2, Single-Family District, to AG, Agricultural District.

Member of the Planning Board, I'll ask if
10:00 there's been any ex parte communication between you, the applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members or anyone from the public prior to this hearing? I'll also ask you to disclose if you visited the subject property and disclose if you are a relative or

business associate of the applicant or applicant's agent.

Ms. Oram.

MS. ORAM: No to all.

MS. HIGHTOWER: No to all.

MR. GOODLOE: No to all.

MR. WOODWARD: No to all.

MR. BRISKE: The Chairman. No to all.

MR. TATE: No to all.

10:01 MS. DAVIS: No to all.

MR. WINGATE: I did visit the site and no comments.

MR. BRISKE: Staff, was a notice of hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

MR. BRISKE: Was a notice also posted on the subject property?

MS. MEADOR: Yes, sir.

MR. BRISKE: If there are no objections by the
10:01 Joneses, we'll have the staff present the maps and photography.

(Presentation of Maps and Photographs.)

MR. LEMOS: Good morning. Juan Lemos, Escambia County Planner. This is Rezoning Case 2013-14 from R-2 to AG, Agricultural District. This is a map of

the locational criteria. The 500-foot buffer. You can see the zoning districts R-R and R-2. This is the Future Land Use Map MU-S, Mixed Use-Suburban. This is a map of the existing land uses of the surrounding 500-foot buffer.

This is the aerial photograph of the parcel, of the site in question. This is our public hearing sign for the meeting. This is looking east from the parcel onto Mobile Highway. Looking north from the
10:02 parcel across the street from Mobile Highway. Looking toward the northwest across Mobile Highway. Looking northwest from the parcel in question. This is looking south from Mobile Highway into the parcel. Looking southeast from the parcel. Looking southwest from Mobile Highway into the parcel. This is the 500-foot radius map for the mailing.

MR. BRISKE: Board members, any questions on the maps or photography?

MR. TATE: Mr. Chairman, I have no questions on
10:03 the maps or photography, but I do have a question of staff and the applicant. The case before us has been mitigated by the County that it is consistent with all six criterion. Our assumption is that the applicant is in agreement with that. If that's the case and there's no objection from the people that

VOID

Planning Board-Rezoning **5. A.**

Meeting Date: 07/01/2013
CASE : Z-2013-13
APPLICANT: Bobby Gene and Sally Lynn Reynolds, Owners
ADDRESS: 12511 Lillian Hwy.
PROPERTY REF. NO.: 02-2S-32-6000-005-002
MU-S, Mixed-Use
FUTURE LAND USE: Suburban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: **08/08/2013**

SUBMISSION DATA:
REQUESTED REZONING:

FROM: R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)

TO: C-1, Retail Commercial 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 unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more 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.

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 1.5.3 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-1 **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. This FLU category allows for a mix of residential and non-residential uses such as retail services and professional offices 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.

6.05.11. R-4 multiple-family district, (cumulative) medium high density.

A. Intent and purpose of district. This district is intended to provide for the development of medium high density residential uses and structures. This land use is designed to encourage the efficient use of land and maintain a buffer between lower density residential and business, commercial and industrial districts. The maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-4, multiple-family 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-3 zoning located in the RA-1(OL) Barrancas Redevelopment Area Overlay District.

6.05.14. C-1 retail commercial district (cumulative).

A. Intent and purpose of district. This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy 7.A.4.7.g of the Comprehensive Plan. The maximum density for residential uses 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 C-1, retail commercial 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 C-1 zoning located in the C-3(OL) Warrington Commercial Overlay District, 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 retail commercial (C-1) development, redevelopment, or expansion must be consistent with the locational criteria in article 7.

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code as stated in LDC 6.05.14. The proposed zoning change would result in spot zoning as defined in LDC Article 3.02.00.

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

The parcel is located along an arterial roadway within one-quarter mile of a collector/arterial intersection and does meet locational criteria.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-2 and R-4. In the area staff noted 24 single family residences, 9 vacant parcels, 1 vacant office and 3 mobile homes. The multiple commercial uses and intensities allowed by the proposed C-1 zoning are not compatible with the surrounding residential zonings or uses.

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)

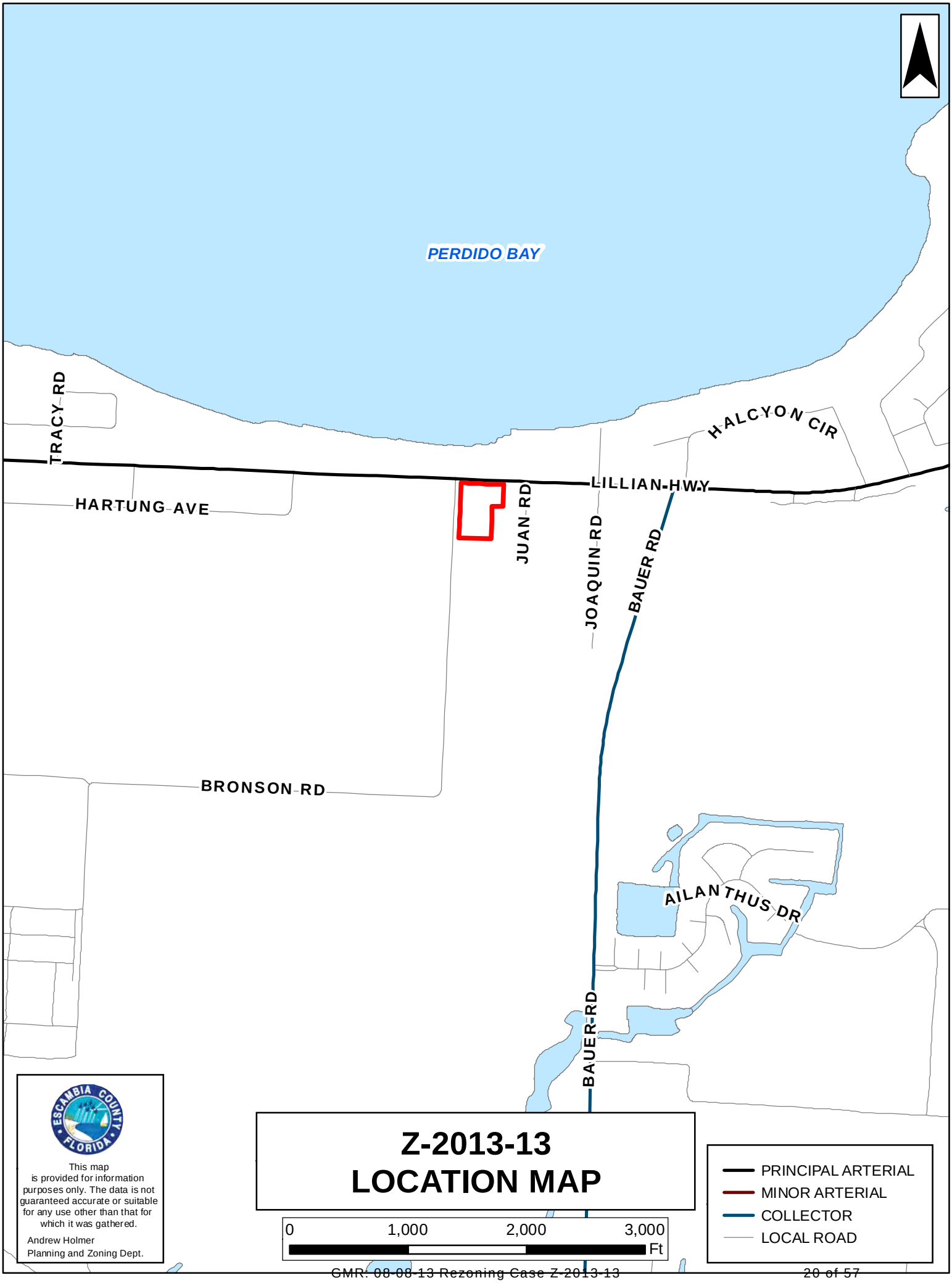
Development patterns.

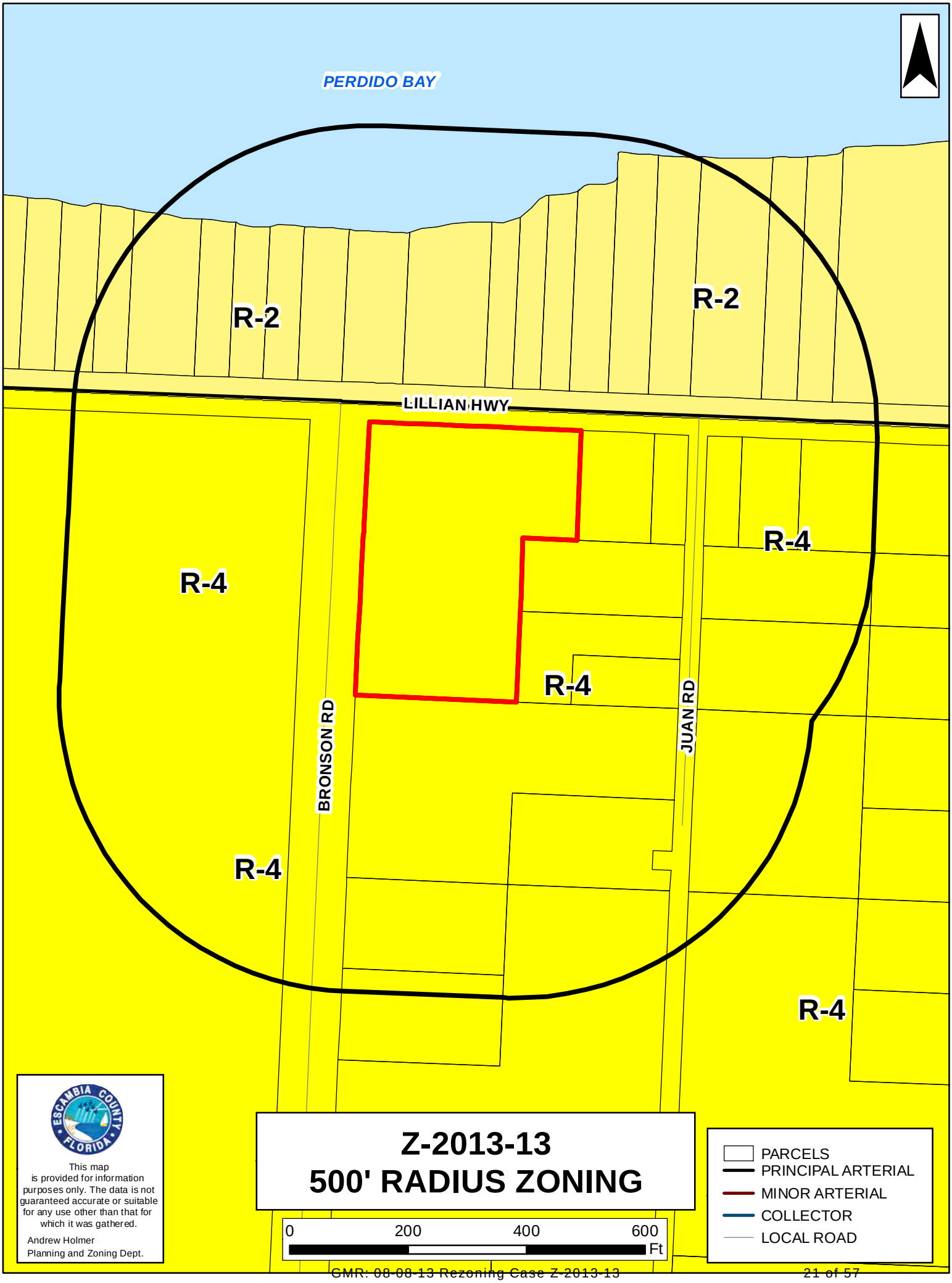
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

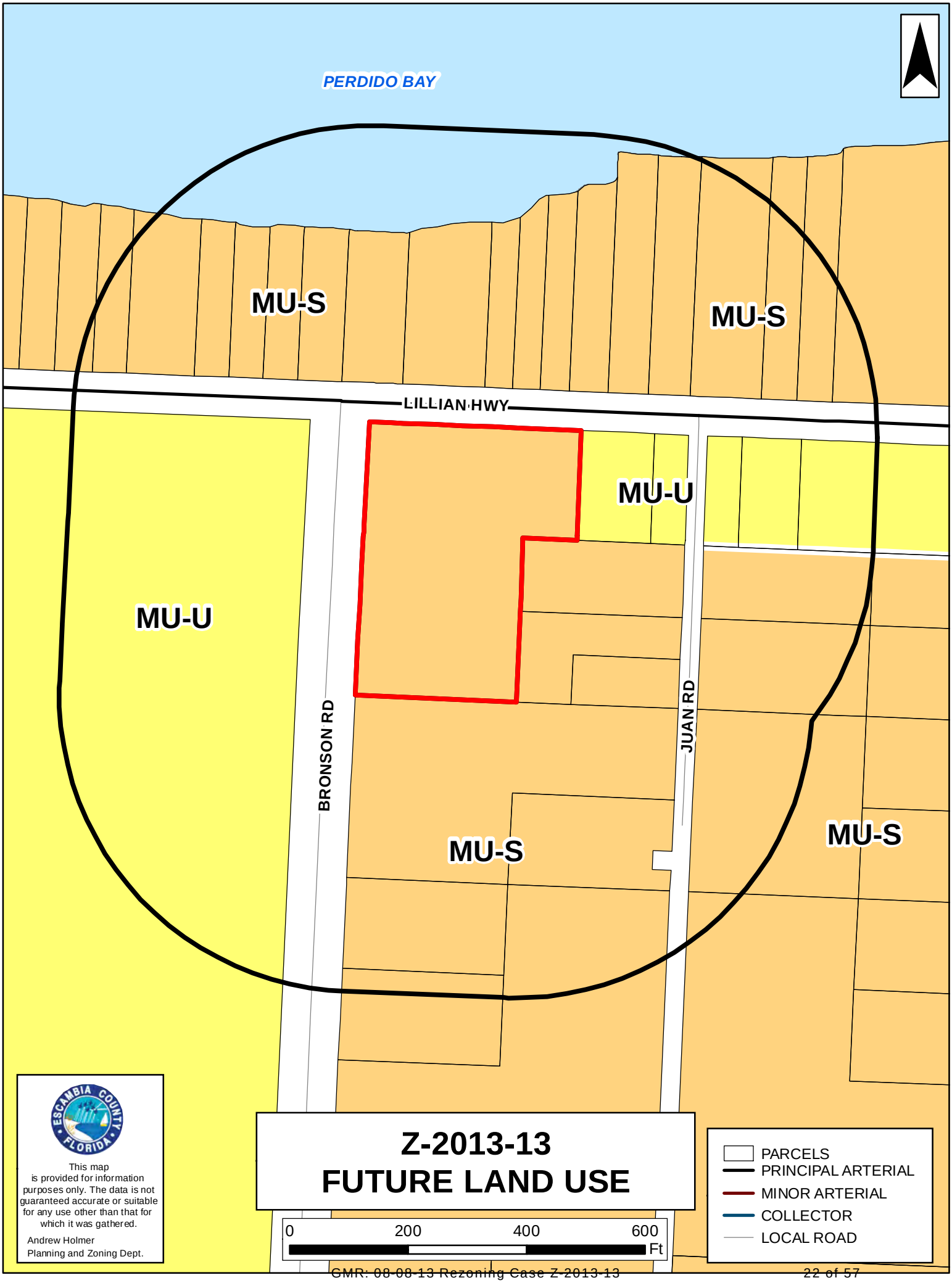
FINDINGS
The proposed amendment would **not** result in a logical and orderly development pattern. The proposed rezoning from R-4 to C-1 will constitute an isolated zoning district that would be incompatible with the adjacent and nearby zoning districts and uses.

Attachments

Z-2013-13


PERDIDO BAY
TRACY RD
HARTUNG AVE
LILLIAN HWY
HALCYON CIR
JUAN RD
JOAQUIN RD
BAUER RD
BRONSON RD
AILANTHUS DR
BAUER RD
ESCAMBIA COUNTY FLORIDA
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-2013-13
LOCATION MAP
0
1,000
2,000
3,000
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


PERDIDO BAY
R-2
R-2
LILLIAN HWY
R-4
R-4
R-4
R-4
R-4
BRONSON RD
JUAN RD
Z-2013-13
500' RADIUS ZONING
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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.


PERDIDO BAY
MU-S
MU-S
LILLIAN HWY
MU-U
MU-U
BRONSON RD
JUAN RD
MU-S
MU-S
Z-2013-13
FUTURE LAND USE
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
200
400
600
Ft
ESCAMBIA COUNTY FLORIDA
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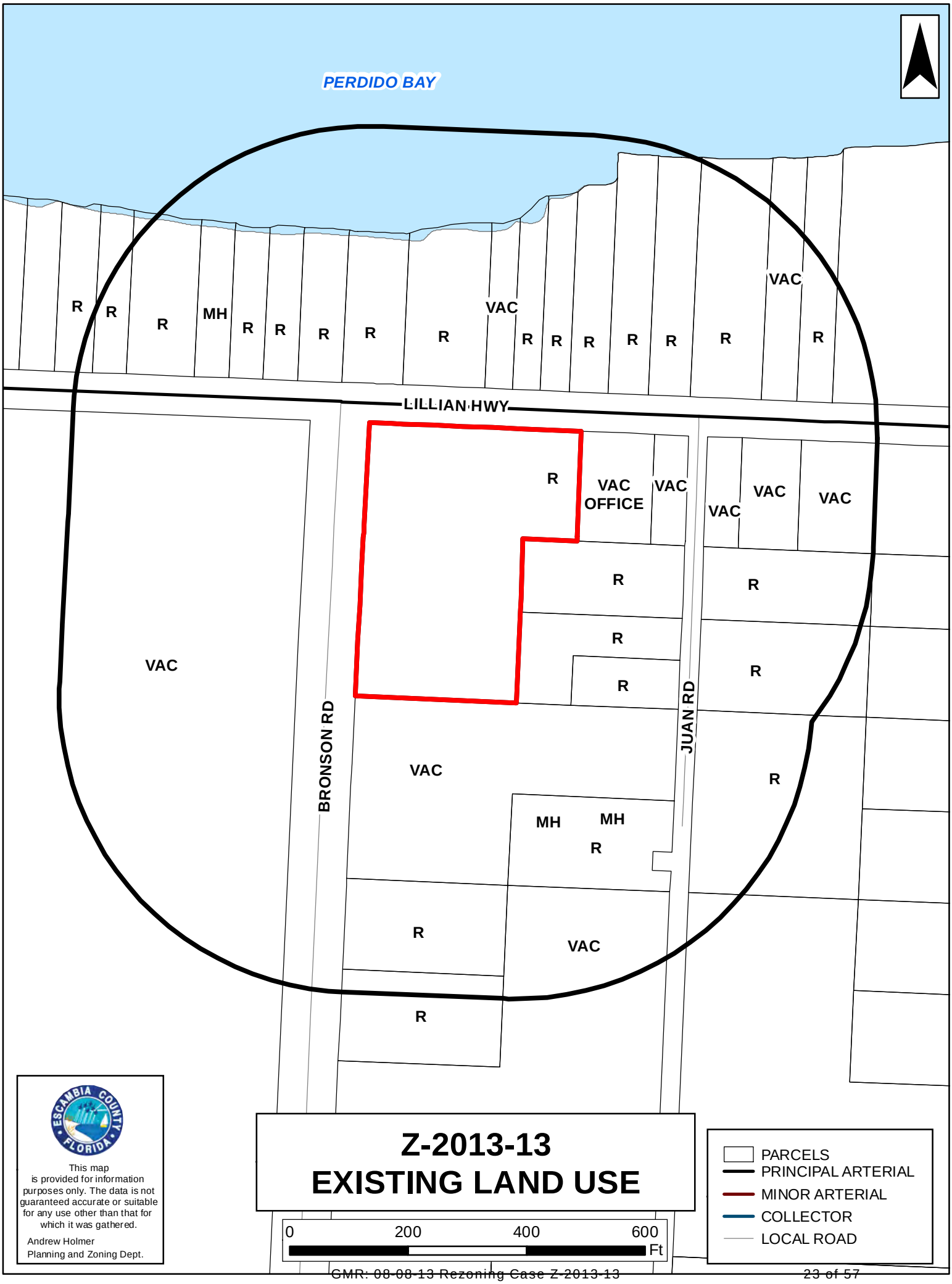
Andrew Holmer
Planning and Zoning Dept.


PERDIDO BAY
LILLIAN HWY
BRONSON RD
JUAN RD
R
MH
VAC
VAC OFFICE
Z-2013-13
EXISTING LAND USE
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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.

LILLIAN HWY
BRONSON RD
JUAN RD
ESCAMBIA COUNTY FLORIDA
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-2013-13
AERIAL MAP
0
100
200
300
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA
NOTICE OF
PUBLIC HEARING
REZONING
CASE NO.: Z-2013-13
CURRENT ZONING: R-4
PROPOSED ZONING: C-1
PLANNING BOARD
DATE: 07/01/13 TIME: 8:30 AM
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM
BOARD OF COUNTY COMMISIONERS
DATE 08/08/13 TIME: 5:45 PM
LOCATION OF HEARING
ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM
FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM
PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Looking East along Lillian

Looking North along Bronson

Looking Northeast

Hwy
12300
Rd
1000
35
Looking South along Bronson

FARM-FRESH
VEGATABLES
HONOR SYSTEM
850-456-5595
ONIONS
BUTTER
BEANS
PEAS
SQUASH
Looking Southeast

Looking Southwest

Looking West along Lillian

May 29, 2013

To: Development Services Department

From: Bobby Gene Reynolds sr. and Sally Lynn Reynolds (husband and wife)
owners of property.

The overall purpose of this letter, is to use our property as C-1.

The intent of this letter is to make you aware that the road on our west boundary, is Bronson Road. The (west-side) of our property is "the road to inter into Bronson Field. Property".

This road "Bronson Rd." is the only way that the Retired and current Naval military personnel, can access the property, that is set aside for Retired and Military people.

Bronson field was used as training for flight aviators. My father was stationed at Bronson Field after returning from the war.

Since then, an RV Camp Ground and boating and beach usage for the users listed above.

The flying field is now used, for training for" teaching and practicing" how to drive police cars in possible chases and other usage.

Please, pass the usage of our property.

Thanks,

Bobby and Sally Reynolds Sr.

Bobby D Reynolds Sally Reynolds

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: R-4 to: C-1

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

Owner(s) Name: Bobby Gene Reynolds Sr + Sally Lynn Reynolds Phone: 850 4565895

Address: 12511 Lillian Hwy Email: REYN2290@BELLSOUTH.NET

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

Property Address: 12511 Lillian Hwy

Property Reference Number(s)/Legal Description: 02-2S-32-6000-005-002

By my signature, I hereby certify that:

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

Bobby Gene Reynolds Sr — Signature of Owner/Agent

Bobby Gene Reynolds SR — Printed Name Owner/Agent

May 29, 2013 — Date

_____ — Signature of Owner

SALLY LYNN REYNOLD — Printed Name of Owner

May 29, 2013 — Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 29th day of May 2013, by Bobby Reynolds.

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

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

Margaret A. Cain — Printed Name of Notary

MARGARET A. CAIN
Commission # DD 919789
Expires November 2, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

FOR OFFICE USE ONLY CASE NUMBER: Z-2013-13

Meeting Date(s): PB 7/1/13; BCC 8/8/13 Accepted/Verified by: _____ Date: 5/29/13

Fees Paid: $ 0 Receipt #: Fee Waiver Permit #: PRZ1305000 13

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

10/2012

District 1 R-4/MU-S
Drainage Basin XI
Perdido Heights PB1 Pg 3

Development Services Department

Escambia County, Florida

APPLICATION INSTRUCTIONS

Prior to Application Submittal

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

Application Submittal

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

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

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

Public Hearing(s)

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

Public Notice

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

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

Fees

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

Board of Adjustment (BOA)	Planning Board – Rezoning
$1,155 - Conditional Use $385 - Variance $616 - Administrative Appeal $192.50 - Development Order Extension	$1,155 for a rezoning request of one parcel $1,925 for a rezoning request of two contiguous parcels* $1,925 plus $77 for each additional parcel for more than two contiguous parcels*

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

Development Services Department

Escambia County, Florida

FOR OFFICE USE:
CASE #: Z -2013-13

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 02-25-32-6000-005-002

Property Address: 12511 LILLIAN Hwy

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 29th DAY OF May, YEAR OF 2013.

Signature of Property Owner	Bobby Gene Reynolds Sr. (Printed Name of Property Owner)	May 29, 2013 (Date)
Signature of Property Owner	Sally Lynn Reynolds (Printed Name of Property Owner)	May 29, 2013 (Date)

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

10/2012

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #:_____

Omit

~~AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY~~

As owner of the property located at _____,

Florida, property reference number(s)_____

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

☐ Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

☐ Board of Adjustment to request a(n) _____on the above referenced property.

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

Agent Name:_____ Email:_____

Address:_____ Phone:_____

Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF _____ COUNTY OF _____

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

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

Signature of Notary	Printed Name of Notary	(Notary Seal)

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

10/2012

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
10-2715-000		See Below	06	022S32-6000-005-002

2012 Real Estate 0019222.0000

12511 LILLIAN HWY
LTS 5 TO 11 BLK B & LTS
2 & 4 BLK C
RE S/D OF S/D NO 1 OF
See Tax Roll for extra legal.

S - 016409 / 030353 1-54039 JMS33899
REYNOLDS BOBBY GENE SR &
SALLY LYNN
12511 LILLIAN HWY
PENSACOLA FL 32506-8416

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.9755	82,818	50,000	32,818	228.92
PUBLIC SCHOOLS					
By Local Board	2.2480	82,818	25,000	57,818	129.97
By State Law	5.5100	82,818	25,000	57,818	318.58
SHERIFF	0.6850	82,818	50,000	32,818	22.48
WATER MANAGEMENT	0.0400	82,818	50,000	32,818	1.31

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 15.4585 AD VALOREM TAXES 701.26

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FIRE		85.00

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 85.00

COMBINED TAXES AND ASSESSMENTS 786.26 PAY ONLY ONE AMOUNT See reverse side for important information

Nov 30 2012	Dec 31 2012	Jan 31 2013	Feb 28 2013	Mar 31 2013	Apr 30 2013
$ 754.81	$ 762.67	$ 770.53	$ 778.40	$ 786.26	$ 809.85

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

2012 Real Estate NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
10-2715-000		See Above	06	022S32-6000-005-002

2012 Real Estate 0019222.0000

12511 LILLIAN HWY
LTS 5 TO 11 BLK B & LTS
2 & 4 BLK C
RE S/D OF S/D NO 1 OF
See Tax Roll for extra legal.

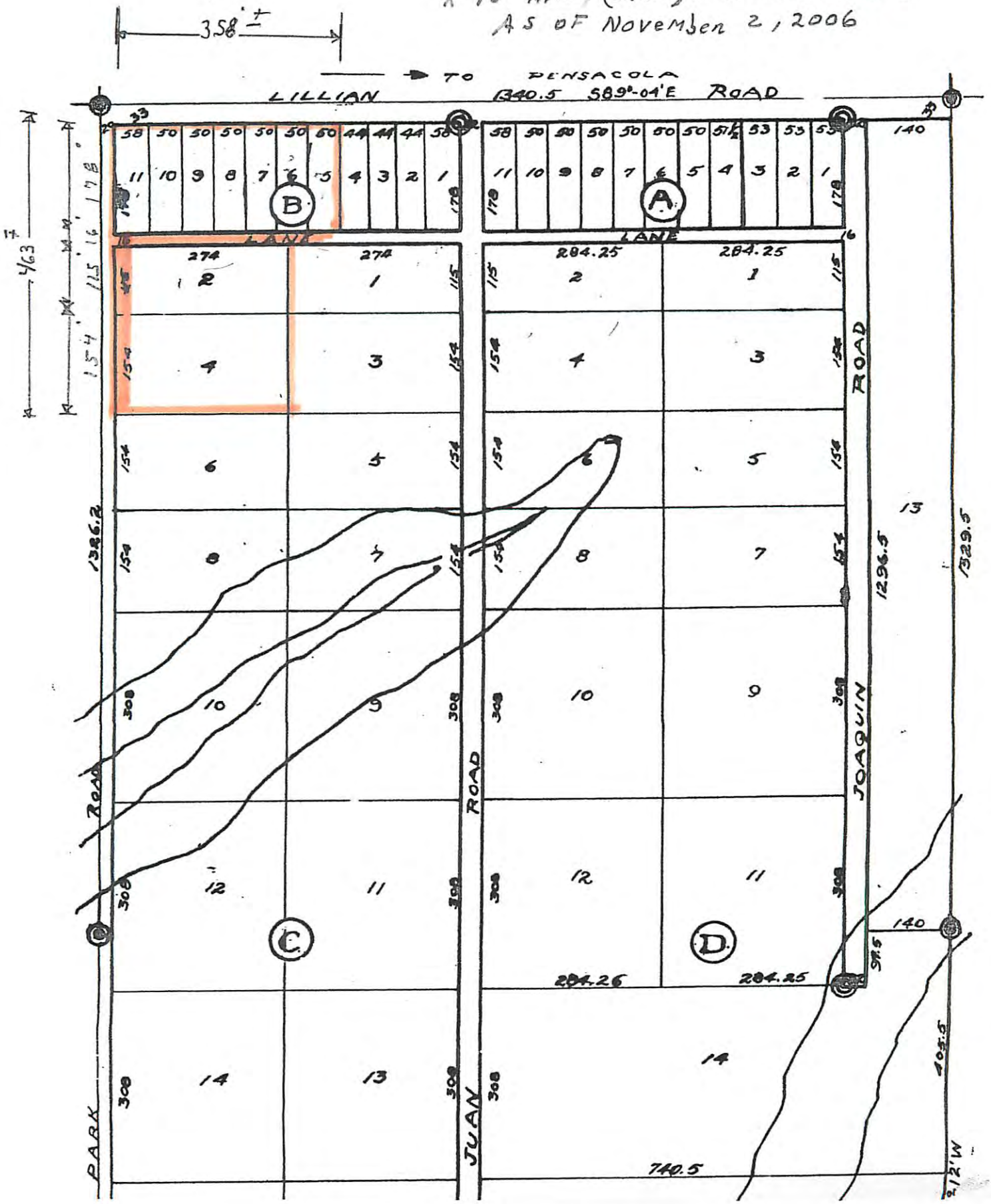
REYNOLDS BOBBY GENE SR &
SALLY LYNN
12511 LILLIAN HWY
PENSACOLA FL 32506-8416

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 850 438-6500

Nov 30 2012	Dec 31 2012	Jan 31 2013	Feb 28 2013	Mar 31 2013	Apr 30 2013
$ 754.81	$ 762.67	$ 770.53	$ 778.40	$ 786.26	$ 809.85

Bobby G. REYNOLDS SR + SALLY LYNN REYNOLDS

* 16' Alley (LANE) HAS been closed AS OF November 2, 2006



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

FEE WAIVER REQUEST FORM

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

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

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

Property Owner/Non-profit Organization Name: Bobby + Sally Reynolds

Please list the address(es) and Property Reference Number(s) for the property(s):
12511 Lillian Hwy 02-2S-32-6000-005-002

Please indicate which application fee this request is for and the amount: Rezoning

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

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

FOR INTERNAL OFFICE USE ONLY

The applicant is a qualified applicant. ☑YES ☐NO

The applicant provided all required supporting documents. ☑YES ☐NO

Therefore; this fee waiver request for zning petition
Type of application

is hereby approved on this 30 day of MAY, 2013.

T. Lloyd Kerr for George Touart
T. Lloyd Kerr, AICP
Director, Development Services Department

8/2012

NORTH SCALE 1" = 20'

LEGEND

R/W	Right of way
●	1/2" Capped iron rod set #7073
○	1" iron pipe found
AC	Air conditioning unit
	Concrete
	Gravel
	Light pole
	Power pole
	Sewer clean-out
	Sprinkler control valve
	Water faucet
	Water meter
—W—	Wire fence
—O—	Wood fence
—E—	Electric line
—T—	Telephone line

SURVEYOR'S NOTES

1 Subject to setbacks, easements and restrictions of record
2 This survey is subject to any facts that may be disclosed by a full and accurate title search No title work performed by this firm
3 This survey does not reflect or determine ownership
4 This drawing only reflects setback lines, which appear on the recorded plat This property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record
5 Footers and foundations below natural grade not located

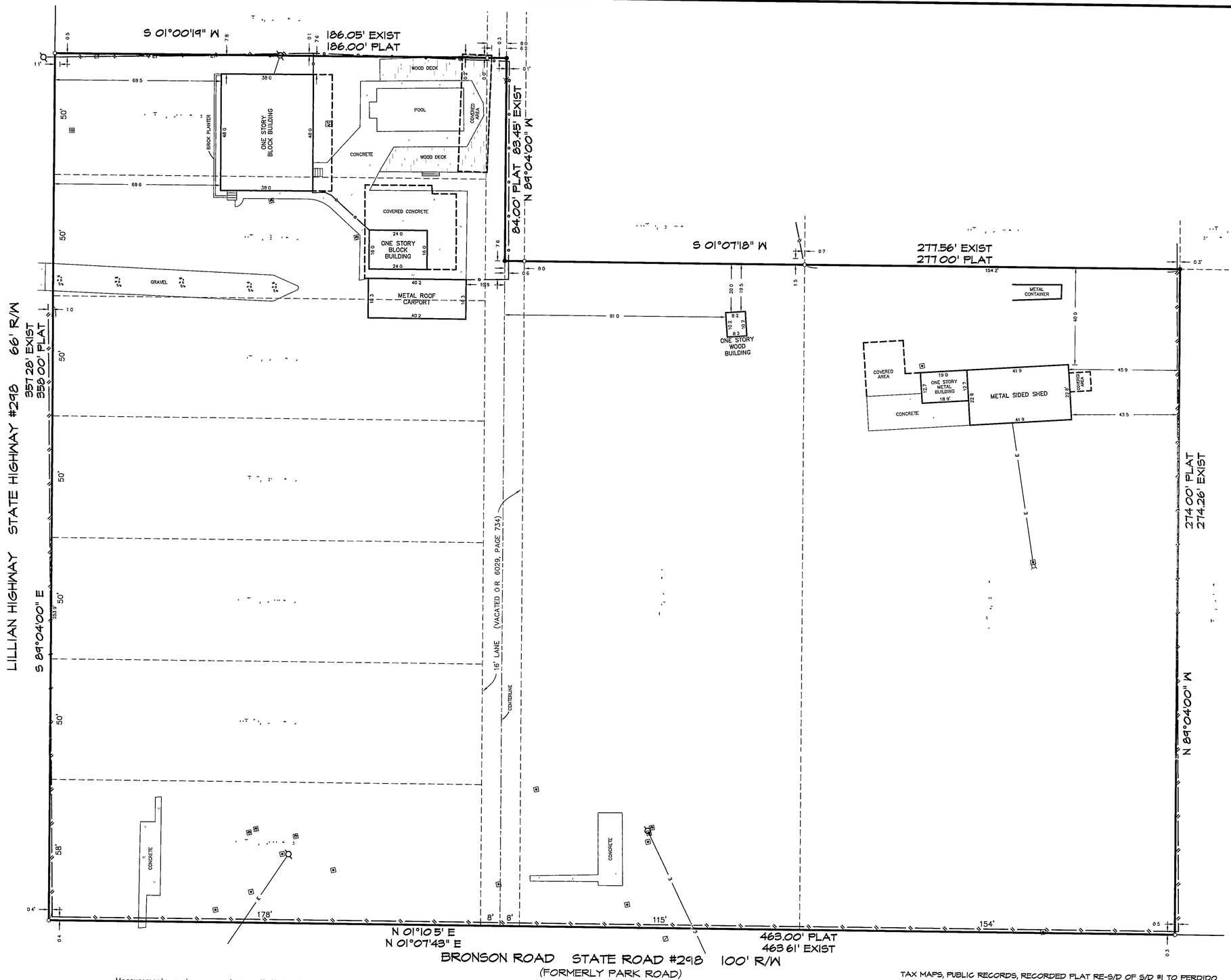
STREET ADDRESS 12511 Lillian Highway

LEGAL DESCRIPTION

Lot 5, 6, 7, 8, 9, 10 and 11, Block B, and Lots 2 and 4, Block C, of Re-Subdivision of subdivision No 1, to Perdido Heights, being a subdivision of a Re-Subdivision of Lot 6, Fractional Section 2, Township 2 South, Range 32 West, Escambia County, Florida as recorded in Plat Book 1 at page 3 of the public records of said County

TOGETHER WITH

The North Half of 16' Lane adjacent to and south of Lots 5-11, Block "B" and the South Half of 16' Lane adjacent to and North of Lot 2, Block C, of Re-Subdivision of subdivision No 1, to Perdido Heights, being a subdivision of Lot 6, Fractional Section 2, Township 2 South, Range 32 West, Escambia County, Florida as recorded in Plat Book 1 at page 3 of the public records of said County



Measurements made in accordance with United States Standards

TAX MAPS, PUBLIC RECORDS, RECORDED PLAT RE-S/D OF S/D #1 TO PERDIDO HEIGHTS (P.B. 1, P. 3), D.O.T. R/W MAPS SR #298, SECTION 4818 SR 30, SR 30, SECTION

Source of information 48110-2506

Bearing Reference NORTH BASED ON THE SOUTHERLY R/W LILLIAN HIGHWAY AS S 89°04'00" E

Ordered By BOBBY REYNOLDS Elevation Reference

Encroachments FENCE, OVERHANG, DECK, CONCRETE

A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 2, T-2-S, R-32-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666 Fax (850) 434-6661
Email pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes

David D. Glaze
☐ PSM #5605

Walter J. Glaze
■ PSM #6190

LB No. 7073
WALTER J. GLAZE
NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR
FLORIDA

SHEET	OF
1	1

Scale	1" = 20'
File No	C-6914
Job No	35432-13
Date of Plat	5-14-13
Date of Survey	5-13-13
FB 1445 PG	76-79
FB 1592 PG	1
FB PG	
Drawn by	PMJ

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Applicant

Please Print Clearly

Meeting Date: July 1, 2013

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

Yes In Favor _____ Against

*Name: Bobby + Sally Reynolds Sr.

*Address: 12511 Lillian Hw *City, State, Zip: Pensacola, Fl 32506

Email Address: reyn2290@bellsouth.net Phone: 850 456 5595

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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

*All items with an asterisk * are required.*

****

Chamber Rules

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4. Please keep your remarks BRIEF and FACTUAL.
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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.

01/2012

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-1-2013

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2013-13 **Agenda Item Number/Description:**

_____ In Favor X Against

Attorney

*Name: LISA MINSHEW REPRESENTING JAMES DEGRUCCIO TANYA DEGRUCCIO OF 1253 Gillman Hwy

*Address: 1717 YATES AVE *City, State, Zip: PENSAC. 32502

Email Address: lsminshew@lisaminshewlaw.com Phone: 850 434 6859

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 1, 2013

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Barbara Henn

*Address: 12490 hilhian *City, State, Zip: Pns 32506

Email Address: dsbL@cox.net Phone: 457-3124

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 1st 13

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2013-13 **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: JOHN CARCHOH

*Address: 12520 Lillian Hwy. *City, State, Zip: Pensacola Fla. 32506

Email Address: NO Phone: 45-7-3172

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1 July 2013

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: KARA GEORGE OSHANA

*Address: 12850 Lillian Hwy *City, State, Zip: 32506

Email Address: KDOSHANA@COX.NET Phone: 453-3906

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1 July 2013

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-13

_____ In Favor X Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____

*Name: Dorothy Ellen Oshana

*Address: 12850 Lillian Hwy *City, State, Zip: Pensacola FL 32506

Email Address: Dorosh@cox.net Phone: 453 3706

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-13

_____ In Favor ✓ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____

*Name: LES SENFT

*Address: 12860 LILLIAN HWY *City, State, Zip: PENSACOLA, FL. 32506

Email Address: lesterSenft@att.net Phone: 850-332-6939

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/1/13

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: DEBRA J. WARREN

*Address: 12520 LILLIAN HWY *City, State, Zip: PENSACOLA, FL 32506

Email Address: N/A Phone: 850-206-7341

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 1 2013

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z 2013-13 **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: Betty CATCHOT

*Address: 12520 Lillian *City, State, Zip: Pensacola 32506

Email Address: NA Phone: 4573172

Please indicate if you:

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01/2012

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Tate - Timothy - James	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Escambia County Planning & Rezoning Board
MAILING ADDRESS PO Box 18000	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☒ COUNTY ☐ OTHER LOCAL AGENCY
CITY Pensacola COUNTY Escambia	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED July 1, 2013	MY POSITION IS: ☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

Minshew PUBLIC
EXHIBIT #1

27 June 2013

From: James G. DeGruccio
12530 Lillian Highway
Pensacola, Florida 32506

To: Escambia County Planning Board
3363 West Park Place, Room 104
Pensacola, Florida 32505

Dear Honorable Board Members,

I have asked Ms. Lisa Minshew to represent my interests at the Public Hearing in regards to Rezoning Request Case Number Z-2013-13 as I will be traveling outside the country, a trip over two-years in the making. As a resident of Escambia County and the Perdido Heights neighborhood, I have a vested interest in the case before you as my residence sits directly across Lillian Highway from the land parcel being considered for rezoning. I have asked Ms. Minshew to express my fervent opposition to the redesignation of the property located at 12511 Lillian Highway from an R-4 Residential to a C-1 Retail Commercial District.

As a twenty-year U.S. Military veteran, I purchased the property at 12530 Lillian Highway, in April 2004, with the intent of retiring there and raising my two young children. At the time, I chose that particular neighborhood primarily due to its relatively-low population density and Residential zoning designation. My decision was further influenced by the fact that the Escambia County 30-year Comprehensive Plan showed that it was likely to remain as such for the foreseeable future. At that time, I certainly could not have envisioned raising my two children, ages nine and eleven, within the possible shadow of a commercial retail complex.

It is my opinion that the commercial rezoning of the property located at 12511 Lillian Highway is not in the best interests of the Perdido Heights neighborhood. While the true intent of the Reynolds, the documented owners of 12511 Lillian Highway, can never truly be known, the fact that the property is listed "For Sale" for "Residential or Commercial Use" implies that the Reynolds have little intention of future residence in the neighborhood and that they show little regard as to the impact of their request, after they have left. Indeed, any number of retail enterprises, facilitated by a C-1 Zoning Designation, could be established on the parcel, many of which would be detrimental to children in the immediate area, e.g. night-clubs, liquor stores, or any other enterprise that might be a vendor of products unsuitable for small children (alcohol, cigarettes, etc..). These concerns are, of course, in addition to the usual concerns associated with any commercial property, including increased traffic, noise pollution, and criminal activity.

I most heartily agree with the findings of the Planning Board's staff, that: 1) "the proposed amendment is **not consistent** with the intent and purpose of the Land Development Code", 2) "the proposed amendment is **not compatible** with surrounding existing uses in the area", and 3) "the proposed amendment would **not** result in a logical and orderly development pattern." I strongly urge the Planning Board to implement the findings of its staff and vote to reject the rezoning amendment proposed by Mr. and Mrs. Reynolds. Like the Planning Board's staff, it is my fervent belief that the rezoning of the Reynolds' property to a commercial district is **not compatible** with the surrounding neighborhoods and is not in the best interest of either Perdido Heights or Escambia County.

Thank you for your time and consideration.

Very Respectfully,

James G. DeGruccio
Escambia County and Perdido Heights Resident

Sworn to and subscribed before me on this 27th day of June, 2013 by James G. DeGruccio who produced FL DL # [illegible] as identification and who did not take an oath.

THERESA WILLIAMS
Commission # EE 091961
Expires June 28, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Minshew Public Exhibit #2

Huge Price Reduction - Near Florida - Alabama Line

Catylist ID: #25207522

Property Type:	**Office for Sale**
Building Size (RSF):	**1,824 SF**
Sale Price:	**$529,000**
Unit Price:	$290.02 PSF
Building Name:	FILE# FSI - 4698
Sale Terms:	Cash to Seller
Last Updated:	6/17/2013

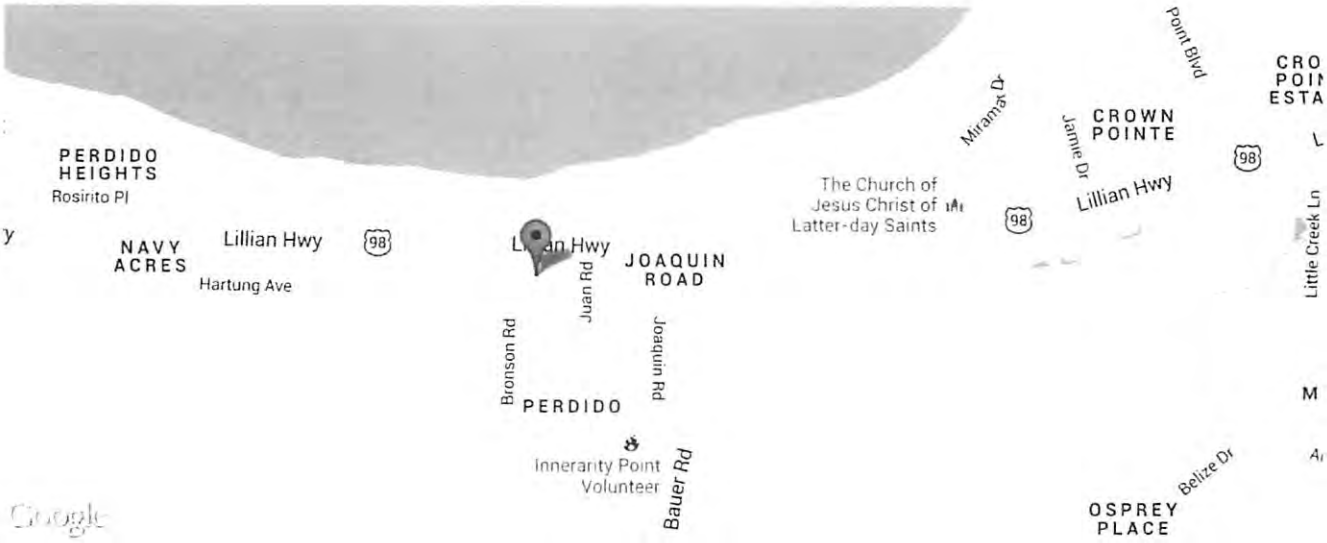
Property Overview

WESTSIDE ACREAGE WITH SIGNIFICANT PRICE REDUCTION NEAR THE ALABAMA LINE. ZONED R-4 BUT POTENTIALLY A VERY VIABLE COMMERCIAL SITE AFTER A REZONING OF PARCEL. RESIDENCE, BARN AND STORAGE BUILDING ON SITE, CORNER LOCATION. LAND IS ALL HIGH AND DRY. NATURAL GAS AVAILABLE. 8" SEWER MAIN ON LILLIAN HWY. TAXES HAVE HOMESTEAD EXEMPTION INCLUDED.

Additional Details

Nearest MSA:	Pensacola-Ferry Pass-Brent
County:	Escambia
Tax ID Number/APN:	02-2S-32-6000005002
Property Use Type:	Investment
Zoning:	R-4

Map



Demographic Statistics

2010 Census

Proximity	1 mile	3 miles	5 miles
Total Population:	2,827	11,989	31,731
Median Age:	39.38	41.3	39.68
Households:	1,068	4,726	12,406

Contact

David Valletto, SIOR
Beck Property Co., LLC
850-477-7044 [Office]
850-982-7352 [Mobile]
Send Email View Profile

Note: The information presented herein is provided as is without warranty of any kind. Neither Beck Property Co. LLC nor Catylist Real Estate Software, Inc assume any liability for errors or omissions.

Catchuh Public Exhibit #1

Catchon PUBLIC EXHIBIT #1

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Timothy J. Tate, hereby disclose that on July 1, 20 13:

(a) A measure came or will come before my agency which (check one)

☐ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

X inured to the special gain or loss of Pensacola Christian College, Inc., by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

July 1, 2013
Date Filed

Timothy J. Tate
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Z-2013-14

scheduled. Do we know when the case will go at this point?

MS. MEADOR: August 8th.

MR. BRISKE: So that will be when we go. All right. Thank you.

Give us just a moment here for the chambers to clear and then we'll go on to the next case.

(Conclusion of Case Z-2013-13. The transcript continues on Page 62.)

09:59 * * *

VOID

* * *

CASE NO: Z-2013-14

Location: 7585 Mobile Highway.
Parcel: 16-1S-31-3304-000-003
From: R-2, Single-Family District (cumulative), Low-Medium Density (seven du/acre)

To: AG, Agricultural District, Low Density (1.5 acres/du)

FLU Category:MU-S, Mixed Use-Suburban

BCC District: 1

Overlay District: N/A

BCC Meeting Date: 08/08/2013

Requested by: Albert and Marie Jones, Owners.

MR. BRISKE: Our next case is a Case Z-2013-14, Albert and Marie Jones, owners, 7585 Mobile Highway, from R-2, Single-Family District, to AG, Agricultural District.

Member of the Planning Board, I'll ask if
10:00 there's been any ex parte communication between you, the applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members or anyone from the public prior to this hearing? I'll also ask you to disclose if you visited the subject property and disclose if you are a relative or

business associate of the applicant or applicant's agent.

Ms. Oram.

MS. ORAM: No to all.

MS. HIGHTOWER: No to all.

MR. GOODLOE: No to all.

MR. WOODWARD: No to all.

MR. BRISKE: The Chairman. No to all.

MR. TATE: No to all.

10:01 MS. DAVIS: No to all.

MR. WINGATE: I did visit the site and no communication.

MR. BRISKE: Staff, was a notice of hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

MR. BRISKE: Was a notice also posted on the subject property?

MS. MEADOR: Yes, sir.

MR. BRISKE: If there are no objections by the
10:01 Joneses, we'll have the staff present the maps and photography.

(Presentation of Maps and Photographs.)

MR. LEMOS: Good morning. Juan Lemos, Escambia County Planner. This is Rezoning Case 2013-14 from R-2 to AG, Agricultural District. This is a map of

the locational criteria. The 500-foot buffer. You can see the zoning districts R-R and R-2. This is the Future Land Use Map MU-S, Mixed Use-Suburban. This is a map of the existing land uses of the surrounding 500-foot buffer.

This is the aerial photograph of the parcel, of the site in question. This is our public hearing sign for the meeting. This is looking east from the parcel onto Mobile Highway. Looking north from the
10:02 parcel across the street from Mobile Highway. Looking toward the northwest across Mobile Highway. Looking northwest from the parcel in question. This is looking south from Mobile Highway into the parcel. Looking southeast from the parcel. Looking southwest from Mobile Highway into the parcel. This is the 500-foot radius map for the mailing.

MR. BRISKE: Board members, any questions on the maps or photography?

MR. TATE: Mr. Chairman, I have no questions on
10:03 the maps or photography, but I do have a question of staff and the applicant. The case before us has been mitigated by the County that it is consistent with all six criterion. Our assumption is that the applicant is in agreement with that. If that's the case and there's no objection from the people that

65

are in attendance or anybody that needs to speak in favor or against, we would like to see if we could expedite this matter through the Planning Board by accepting what's in the record without going through every bit of it.

MR. BRISKE: We do this sometimes when the staff's Findings-of-Fact indicate that they recommend that it is consistent and, obviously, the applicant is here asking that it be approved.

10:03 Who is going to speak, Mr. or Mrs. Jones? Mr. Jones, come forward, sir. Please be sworn in and state your name and address for the record, sir.

(Albert Jones sworn.)

MR. JONES: Albert Jones, 7585 Mobile Highway.

MR. BRISKE: Thank you, sir. As Mr. Tate indicated, the staff's Findings-of-Fact indicate that they are in agreement that you meet the criteria. Obviously you're here because you feel like you meet the criteria. We can forego possibly

10:04 going through page by page and everything. We do have one individual that has signed up to speak. They indicate on their form that they are in favor of it; however, we have to give them an opportunity if they wish to speak. But if that's acceptable to you, we'll ask you to standby for a minute and let

66

me find out this gentleman's position, and if need be we can have you present your case.

MR. JONES: That's acceptable.

MR. BRISKE: Thank you, sir. Just have a seat there. I'm going to go directly into the public comment section here. Mr. Matthew Mosley?

Sir, if you will just come forward since you did sign up to speak and be sworn in.

(Matthew Mosley sworn.)

10:05 MR. BRISKE: State your name and address.

MR. MOSLEY: My name is Matthew Mosley. My residence is 6370 Helms Road. My property backs up to and is adjacent to the property in question. My comments here were just to say that I am in favor of this. Hopefully, we can maintain somewhat of a rural woodsy nature to the area. And part of this is because my property is adjacent to the next item on the agenda, as well.

MR. TATE: We don't usually see downzonings.

10:05 MR. MOSLEY: So, yes, I'm in favor.

MR. BRISKE: Thank you, sir. There are no other speakers. Is there anyone else from the public who wishes to speak on this case? Hearing none, we've already heard from Mr. Jones that he's in agreement with the staff's findings. The Chair

67

will entertain a motion.

(Motion by Mr. Tate.)

MR. TATE: Mr. Chairman, I move this Board recommend approval of Rezoning Case Z-2013-14 from R-2, Single-Family District, to AG, Agricultural District, low density.

MR. WINGATE: Second.

MR. TATE: And accept staff's Findings-of-Fact.

MR. BRISKE: Mr. Wingate, your second stands?

10:06 MR. WINGATE: Yes.

MR. BRISKE: Thank you, sir. Any discussion from the Board? All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(Motion passed unanimously.)

MR. BRISKE: It will be presented to the Board of County Commissioners for their final review and

10:06 approval on the 8th. Yes, sir, come forward, if you would please.

MR. JONES: Just a personal thank you for all that you guys do for everyone. I would not want your job.

MR. BRISKE: Thank you, sir. Believe it or

68

not, we volunteer for this. We sometimes wonder why.

MR. JONES: Thank you.

MR. BRISKE: Thank you, sir. Good luck to you.

(Conclusion of Case Z-2013-14. The transcript continues on Page 69.)

* * *

Planning Board-Rezoning **5. B.**

Meeting Date: 07/01/2013
CASE : Z-2013-14
APPLICANT: Albert and Marie Jones, Owners
ADDRESS: 7585 Mobile Hwy.
PROPERTY REF. NO.: 16-1S-31-3304-000-003
FUTURE LAND USE: MU-S, Mixed Use-Suburban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: **08/08/2013**

SUBMISSION DATA:
REQUESTED REZONING:

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

TO: AG, Agricultural District, Low Density (1.5 acres/du)

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Allowed uses include Residential, Retail and Services, Professional Office,Recreational Facilities,and Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and

intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to AG **is consistent** with the intent and purpose of Future Land Use Mixed-Use Suburban as stated in CPP FLU 1.1.1 and 1.3.1. The densities and allowable uses are compatible with those provided for in the Future Land Use category. The MU-S category allows for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. The request to AG is also **consistent** with FLU 1.5.3**,** as the parcel is already supported by existing infrastructure and utility services.

CRITERION (2)

Consistent with The Land Development Code.

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

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

This district is intended to be a single-family residential area with large lots and low population density. The maximum density is seven dwelling units per acre.

6.05.01. AG agricultural district, low density.

This district is intended to identify those areas used primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to provide for the continuation and expansion of viable agricultural activities within the county by providing for compatibility among permitted uses and by preserving open spaces through low district-wide residential densities. The maximum density is 1.5 acres per dwelling unit.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The applicant's zoning request, if granted, will reduce the maximum allowed residential density on the parcel, will encourage the preservation of open spaces and will provide for the desired permitted primary uses.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500’ radius impact area, staff observed properties with zoning districts AG, R-R, R-5 and R-2. Existing uses include 13 single family residences, 8 vacant residential parcels, 4 mobile homes, 2 agricultural residential parcels, 1 office and a parcel owned by the gas utility company.

CRITERION (4)

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

FINDINGS

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

CRITERION (5)

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

FINDINGS

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

CRITERION (6)

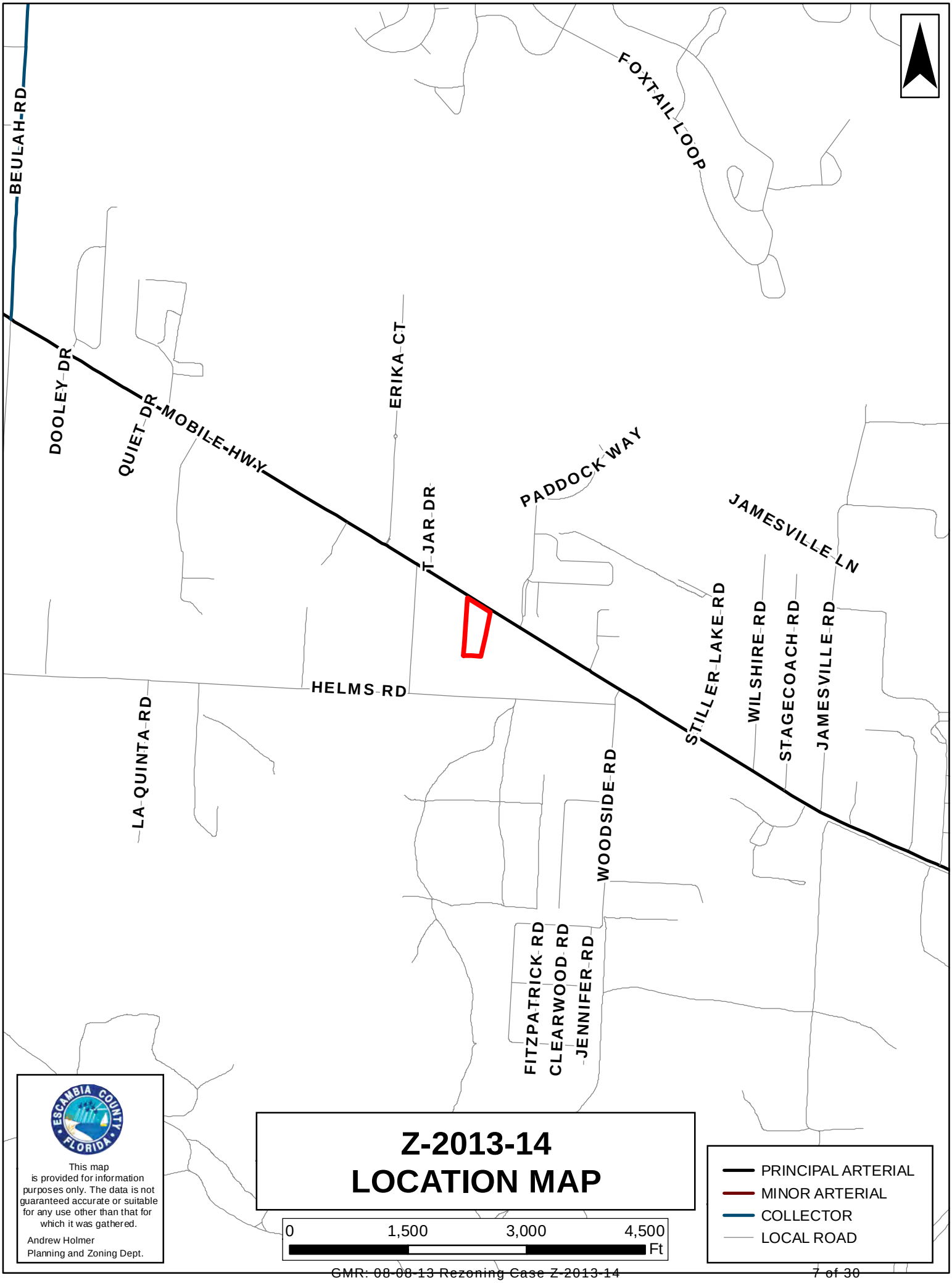
Development patterns.
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. The surrounding area is a mixture of single residential dwellings, agricultural tracks and utility company owned parcels. The proposed amendment to Agricultural zoning would be compatible with the existing surrounding uses.

Attachments

Z-2013-14


BEULAH RD
FOXTAIL LOOP
DOOLEY DR
QUIET DR
MOBILE HWY
ERIKA CT
T JAR DR
PADDOCK WAY
JAMESVILLE LN
STILLER LAKE RD
WILSHIRE RD
STAGECOACH RD
JAMESVILLE RD
HELMS RD
LA QUINTA RD
WOODSIDE RD
FITZPATRICK RD
CLEARWOOD RD
JENNIFER RD
ESCAMBIA COUNTY FLORIDA
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-2013-14
LOCATION MAP
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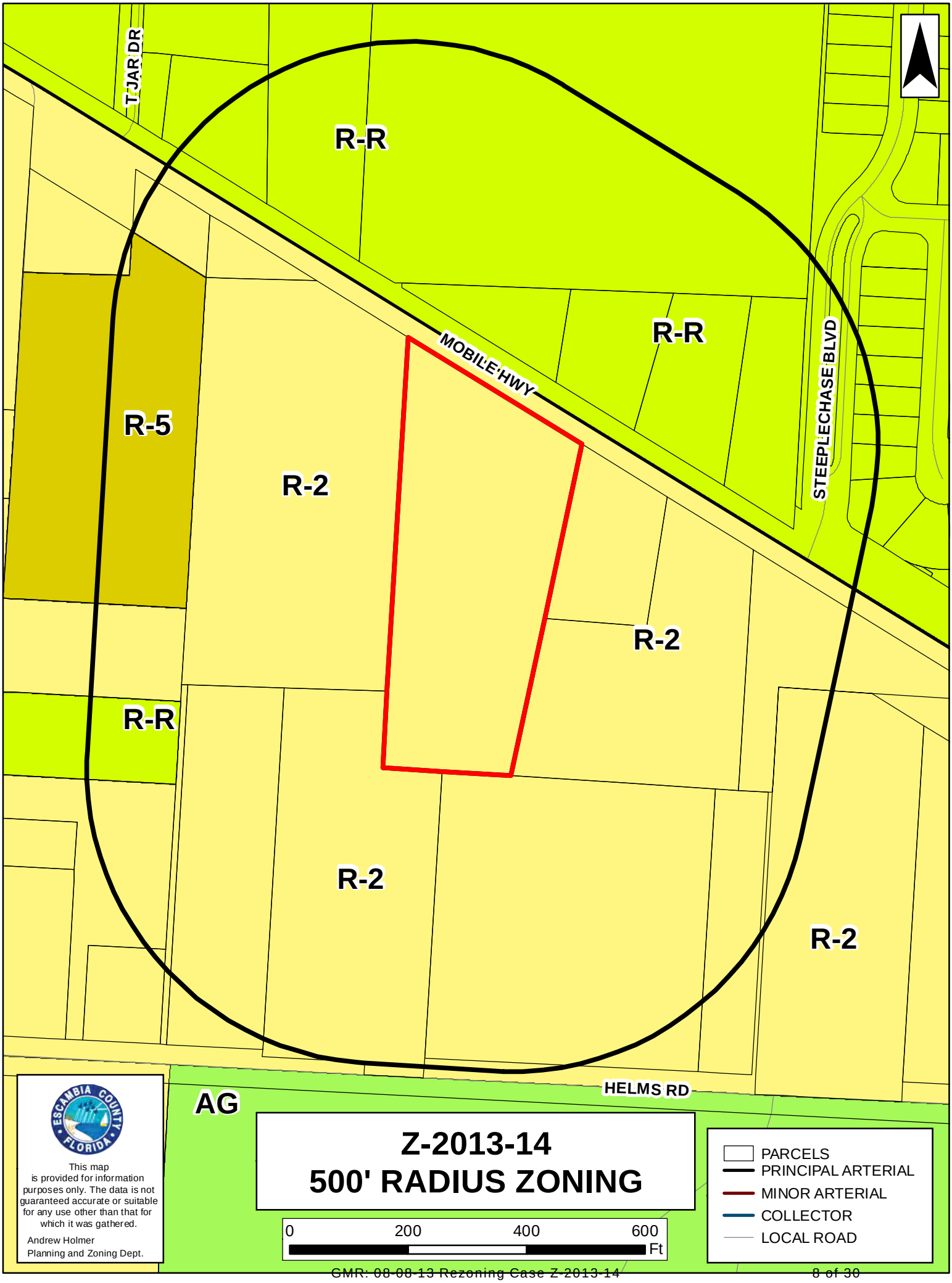
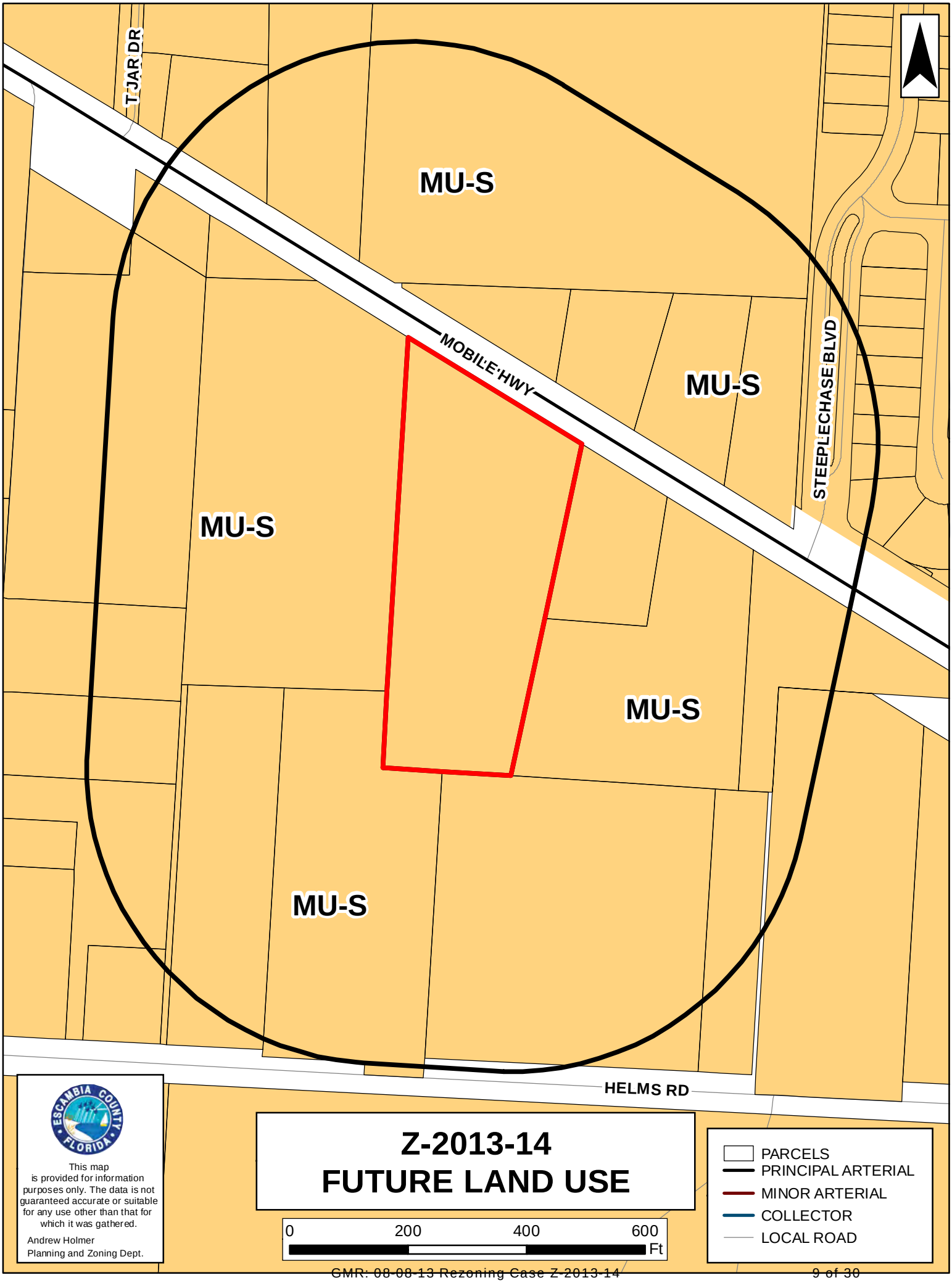
1,500
3,000
4,500
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


T JAR DR
R-R
R-R
MOBILE HWY
STEEPLECHASE BLVD
R-5
R-2
R-2
R-R
R-2
R-2
HELMS RD
AG
Z-2013-14
500' RADIUS ZONING
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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.


T JAR DR
MU-S
MOBILE HWY
MU-S
STEEPLECHASE BLVD
MU-S
MU-S
MU-S
HELMS RD
ESCAMBIA COUNTY FLORIDA
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-2013-14
FUTURE LAND USE
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200
400
600
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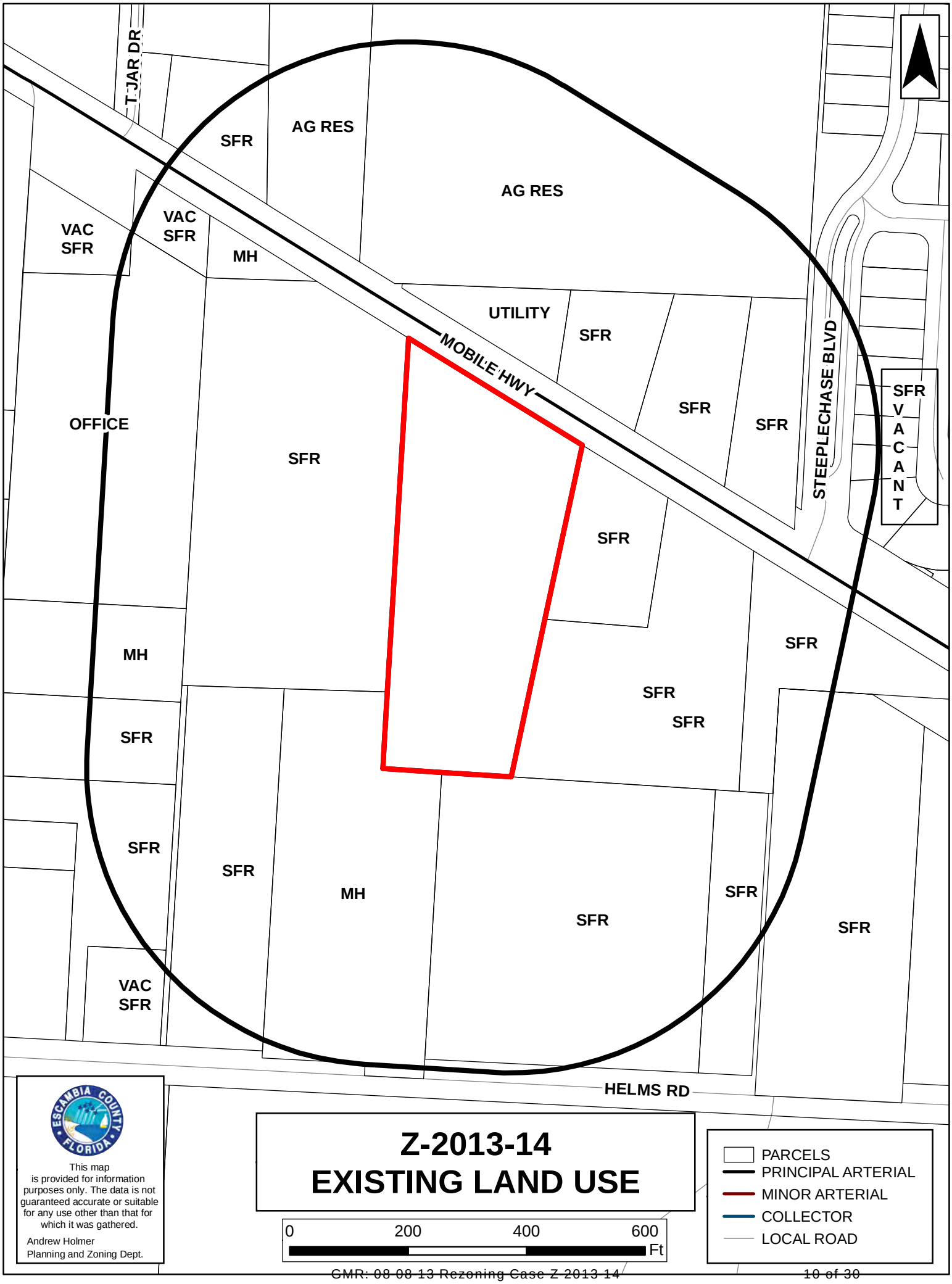
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


T JAR DR
SFR
AG RES
AG RES
VAC SFR
VAC SFR
MH
UTILITY
SFR
MOBILE HWY
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STEEPLECHASE BLVD
SFR VACANT
OFFICE
SFR
SFR
MH
SFR
SFR
SFR
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SFR
SFR
MH
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VAC SFR
HELMS RD
ESCAMBIA COUNTY FLORIDA
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-2013-14
EXISTING LAND USE
0 200 400 600 Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

MOBILE HWY
Z-2013-14
AERIAL MAP
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.
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

NOTICE OF
PUBLIC HEARING
REZONING
CASE NO.: Z-2013-14
CURRENT ZONING: R-2
PROPOSED ZONING: AG
PLANNING BOARD
DATE: 07/01/13 TIME: 8:30 AM
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM
BOARD OF COUNTY COMMISIONERS
DATE: 08/08/13 TIME: 5:45 PM
LOCATION OF HEARING
ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM
FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM
PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Looking East from Parcel

Looking North from Parcel

Looking Northwest Across Mobile Hwy

Looking Northwest from Parcel

Looking South from Mobile Hwy into Parcel

Looking Southeast from Parcel

Looking Southwest from Mobile Hwy into Parcel

Albert J. Jones & Marie B. Jones
7585 Mobile Hwy
Pensacola, FL 32526
850-332-8034

June 2, 2013

Escambia County Development Services Dept.
3363 West Park Place
Pensacola, FL 32505

RE: Parcel 16-1S-31-3304-000-003
Rezoning request R-2 to AG

Dear Planning Board Members,

We respectfully request your taking the time to review, and look favorably upon this application for rezoning our property located at 7585 Mobile Hwy. in Beulah, from R-2 to Agricultural.

We own a four (4) +/- acre parcel located 6/10ths of a mile from the Escambia County Equestrian Center and would like to have horses and chickens on our property and the ability to build appropriate structures for same.

Our research revealed no inconsistencies with the County's Comprehensive Plan and we believe agricultural zoning is consistent with the land development code.

Our property is located in an area surrounded by multiple land use properties. As stated earlier, we are less than a mile from the Equestrian Center. Within one mile of our property there are horses and cattle, a general store, a packing plant, a community park, elementary school, church, and residential properties on acreage. This surely appears to be compatible with surrounding uses.

We know of no changed condition, effect on the natural environment, or development patterns which would be adversely affected by our zoning request.

We sincerely appreciate your time and consideration with regards to this request.

Sincerely,

Albert J. Jones

Marie B. Jones

Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:	☐ Conditional Use Request for: _____
☐ Administrative Appeal	☐ Variance Request for: _____
☐ Development Order Extension	☒ Rezoning Request from: R-2 to: AG

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

Owner(s) Name: Jones, Albert J. + Jones, Marie B. Phone: 850-332-8034

Address: 7585 Mobile Hwy Pensacola, FL 32526 Email: berndog001@gmail.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: 7585 Mobile Hwy Pensacola, FL 32526

Property Reference Number(s)/Legal Description: 16-1S-31-3304-000-003/

Lengthy; see attached survey

By my signature, I hereby certify that:

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

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Albert Jones	Albert J. Jones	6/3/13
Signature of Owner	**Printed Name of Owner**	**Date**
Marie B Jones	Marie B Jones	6/3/2013

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of June 2013, by Albert Jones and Marie S. Jones.

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: Florida Drivers License

Kimberly D. Attaway — Signature of Notary (notary seal must be affixed)

Kimberly D. Attaway — Printed Name of Notary

Kimberly D. Attaway
Notary Public
State of Florida
Commission # 620310
My Comm. Exp. 4/27/14

FOR OFFICE USE ONLY CASE NUMBER: _____

Meeting Date(s): _____ Accepted/Verified by: _____ Date: _____

Fees Paid: $_____ Receipt #: _____ Permit #: _____

Development Services Department

Escambia County, Florida

FOR OFFICE USE

CASE #:_____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 16-1S-31-3304-000-003

Property Address: 7585 Mobile Hwy Pensacola, FL 32526

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 June, YEAR OF 2013.

Albert Jones	Albert Jones	6/2/13
Signature of Property Owner	Printed Name of Property Owner	Date
Marie B. Jones	Marie B Jones	6/2/2013
Signature of Property Owner	Printed Name of Property Owner	Date

Prepared by and return to:
Suzette Perez
Florida Premier Title & Escrow Company
8201 Peters Road, Suite 3000
Plantation, FL 33324

File Number: 09-23162
Loan Number: 0022959779
Consideration: $144,000.00

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009084869 12/11/2009 at 10:54 AM
OFF REC BK: 6539 PG: 1397 - 1398 Doc Type: WD
RECORDING: $18.50 Deed Stamps $1008.00

(Space Above This Line For Recording Data)

Special Warranty Deed

This Special Warranty Deed made this 25th day of **November, 2009**, between **Wells Fargo Bank, N.A., as Trustee for the Certificateholders of Soundview Home Loan Trust 2007-OPT1, Asset-Backed Certificates, Series 2007-1** whose post office address is **4600 Regent Blvd, #200, Irving, TX 75063**, grantor, and **Albert J Jones and Marie B Jones, husband and wife** whose post office address is **7585 Mobile Hwy, Pensacola, FL 32526**, 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 the **Escambia County, Florida**, to-wit:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S HIGHWAY NO. 90 (A.K.A MOBILE HIGHWAY 66' R/W THIS AREA), AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE RUN NORTH 61° 19' 31" WEST ALONG SAID RIGHT-OF-WAY LINE FOR 408.46 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 61° 19' 31" WEST ALONG SAID RIGHT-OF-WAY LINE FOR 342.87 FEET TO THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE RUN SOUTH 00° 23' 40" WEST ALONG SAID WEST LINE FOR 729.00 FEET; THENCE RUN SOUTH 89° 24' 20" EAST FOR 217.36 FEET; THENCE RUN NORTH 08° 52' 29" EAST FOR 573.58 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 1615313304000003

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Heather Cordova

Witness Name: Michael Zenarosa

Wells Fargo Bank, N.A., as Trustee for the Certificateholders of Soundview Home Loan Trust 2007-OPT1, Asset-Backed Certificates, Series 2007-1, by American Home Mortgage Servicing, Inc. as Attorney in Fact

By: **E. Evelyn Brown**

State of: Texas
County of: Dallas

The foregoing instrument was acknowledged before me this 25th day of **November, 2009** by **E. Evelyn Brown** as Assistant Secretary of **American Home Mortgage Servicing, Inc. as Attorney in Fact** for **Wells Fargo Bank, N.A., as Trustee for the Certificateholders of Soundview Home Loan Trust 2007-OPT1, Asset-Backed Certificates, Series 2007-1,** who (X) is personally known to me or ( ) has produced _____ as identification.

M ZENAROSA
My Commission Expires
September 1, 2013

Notary Public

Printed Name: M. Zenarosa

My Commission Expires: 9/1/2015

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	161S313304000003
Account:	090785800
Owners:	JONES ALBERT J & JONES MARIE B
Mail:	7585 MOBILE HWY PENSACOLA, FL 32526
Situs:	7585 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

2012 Certified Roll Assessment

Improvements:	$70,592
Land:	$55,860
Total:	$126,452
Save Our Homes:	$126,452

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/23/2009	6539	1397	$144,000	WD	View Instr
08/27/2009	6512	1666	$100	CT	View Instr
05/2005	5693	1520	$100	QC	View Instr
04/2000	4552	1594	$135,800	WD	View Instr
05/1996	3985	716	$122,000	WD	View Instr
12/1992	3294	307	$42,000	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2012 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG AT INTERSEC OF SLY R/W LI U S HWY 90 (MOBILE HWY 66 FT R/W) AND E LI OF SW 1/4 OF SW 1/4 N 61 DEG 19...

Extra Features

CARPORT
FRAME GARAGE

Parcel Information

Launch Interactive Map

Section Map Id:
16-1S-31

Approx. Acreage:
3.9500

Zoned:
R-2

Evacuation & Flood Information
Open Report

Buildings

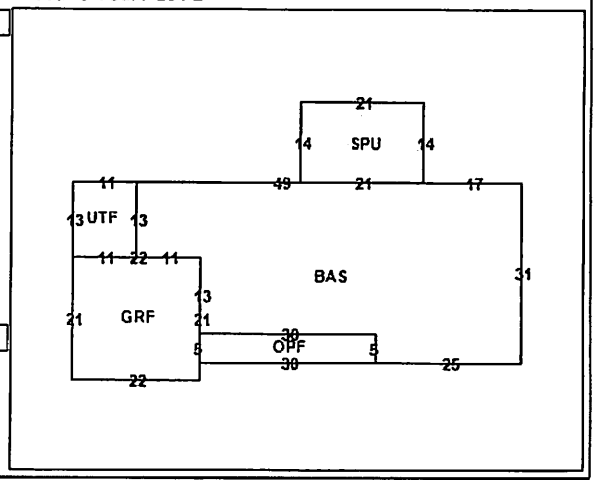
Building 1 - Address:7585 MOBILE HWY, Year Built: 1972, Effective Year: 1972

Structural Elements

FOUNDATION-*SLAB ON GRADE*
EXTERIOR WALL-*BRICK-FACE*
NO. PLUMBING FIXTURES-*6.00*
DWELLING UNITS-*1.00*
ROOF FRAMING-*GABLE*
ROOF COVER-*COMPOSITION SHG*
INTERIOR WALL-*DRYWALL-PLASTER*
FLOOR COVER-*CARPET*
NO. STORIES-*1.00*
DECOR/MILLWORK-*AVERAGE*
HEAT/AIR-*CENTRAL H/AC*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 2747 Total SF

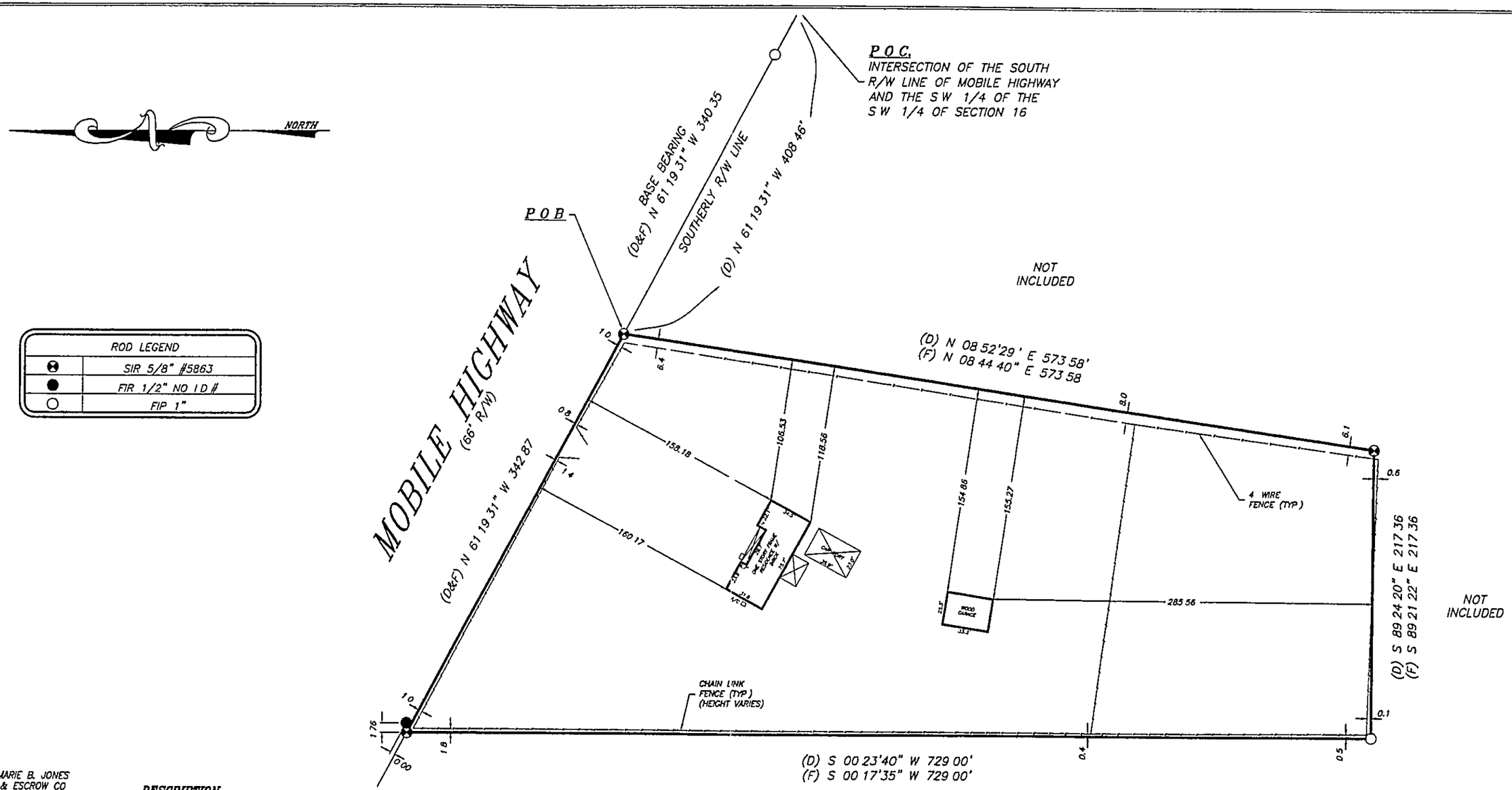
BASE AREA - *1698*
GARAGE FIN - *462*
OPEN PORCH FIN - *150*
SCRN PORCH UNF - *294*
UTILITY FIN - *143*



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.



CERTIFICATIONS.
ALBERT J JONES AND MARIE B. JONES
FLORIDA PREMIER TITLE & ESCROW CO
FIRST AMERICAN TITLE INSURANCE CO

DESCRIPTION.
THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16 TOWNSHIP 1 SOUTH RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF U S HIGHWAY NO 90 (A.K.A. MOBILE HIGHWAY 66 R/W THIS AREA) AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION THENCE RUN N 61 19 31 W ALONG SAID RIGHT OF WAY LINE FOR 408 46 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE N 61 19 31" W ALONG SAID RIGHT OF WAY LINE FOR 342 87 FEET TO THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION THENCE RUN S 00 23 40 W ALONG SAID WEST LINE FOR 729 00 FEET THENCE RUN S 89 2420" E FOR 217 36 FEET THENCE RUN N 08 52 29 E FOR 573 58 FEET TO THE POINT OF BEGINNING

L E SHONTZ AND ASSOCIATES, INC.
LAND SURVEYING AND LAND PLANNING
600 SOUTH BARRACKS STREET OFFICE: (850)476-0532
PENSACOLA, FLORIDA 32502 FAX: (850)438-0313
www.shontzlandsurveying.com

REQUESTED BY: SUSAN CRAIG DRAWING NO. 09-13956

NOTES:
- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR WRITTEN CONSENT FROM THE SURVEYOR.
- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT. ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVE GROUND VISIBLE OBJECTS OBSERVED BY THE UNDERSIGNED SURVEYOR.
- THE DIMENSIONS OF THE BUILDINGS AS SHOWN HEREON DO NOT INCLUDE THE EAVE OVERHANG OR THE FOOTING OF THE FOUNDATION.
- NO TITLE SEARCH WAS PROVIDED TO, NOR PERFORMED BY, L.E. SHONTZ AND ASSOCIATES, INC. FOR THE SUBJECT PROPERTY AS THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, STATE AND/OR FEDERAL JURISDICTIONAL LINES OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SUBJECT PROPERTY.
- ALL DISTANCES, BEARINGS AND ANGLES ARE AS FIELD MEASURED, DEED OR PLATTED MEASUREMENTS ARE AS NOTED.
- THE CERTIFICATIONS OR PROVIDED ON THIS SURVEY ARE A STATEMENT OF PROFESSIONAL OPINION BASED ON THE FIELD & DOCUMENTARY EVIDENCE AVAILABLE AT THE TIME OF THIS SURVEY. OWNERSHIP OF FENCES UNKNOWN TO THIS SURVEYOR.
- DO NOT USE HOUSE TIES TO RECONSTRUCT DEED LINES.

FIP = FOUND IRON PIPE	Δ = CENTRAL ANGLE
FIR = FOUND IRON ROD	R = RADIUS
SIR = SET IRON ROD 5/8	L = ARC LENGTH
FCM = FOUND CONCRETE MONUMENT	CD = CHORD DISTANCE
SCM = SET CONCRETE MONUMENT	CB = CHORD BEARING
(D) = DEED	EL = ELEVATION
(P) = PLAT	F.F.L. = FINISHED FLOOR ELEVATION
(F) = FIELD	A/C = AIR CONDITIONER
(C) = CALCULATED	R/W = RIGHT-OF-WAY
CONC. = CONCRETE	C/L = CENTERLINE
P.O.C. = POINT OF COMMENCEMENT	P.C.P = PERMANENT CONTROL POINT
P.O.B. = POINT OF BEGINNING	P.R.M. = PERMANENT REFERENCE MONUMENT
P.O.T = POINT OF TERMINATION	(TYP) = TYPICAL
P.I. = POINT OF INTERSECTION	° = DEGREES
P.C. = POINT OF CURVATURE	' = MINUTES
P.T. = POINT OF TANGENCY	" = SECONDS
P.R.C. = POINT OF REVERSE CURVATURE	T.O.B. = TOP OF BANK
P.C.C. = POINT OF COMPOUND CURVATURE	E.O.H = EAVE OVERHANG
BSL = BUILDING SETBACK LINE	RES. = RESIDENCE

FLOOD STATEMENT

ZONE: X BASE FLOOD ELEVATION: N/A
PANEL NUMBER: 120080-0290-G
AS DATED: 9/29/06

NOTE: THIS DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP. THIS DETERMINATION DOES NOT IMPLY THAT THE REFERENCED PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING OR DAMAGE. A PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA MAY BE DAMAGED BY A FLOOD GREATER THAN THAT PREDICTED ON THE FIRM MAP OR FROM A DRAINAGE PROBLEM NOT SHOWN ON THE FLOOD MAP

SURVEY INFORMATION

SCALE 1"= 30	DRAWN BY	FIELD DATE	FIELD BOOK	PAGE
BOUNDARY	ENT	11/30/09	09-6	4-5
ELEVATION				
SITE PLAN				
STAKE OUT				
FOUNDATION				
FINAL				

ADDRESS
7585 MOBILE HIGHWAY

REVISIONS

DATE		INITIALS

SECTION 16 TOWNSHIP 1-S RANGE 31-W COUNTY ESC
BASIS OF BEARING: N 61 19 31 W ALONG SOUTH R/W OF MOBILE HIGHWAY

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR

I HEREBY CERTIFY THAT THE SURVEY AS SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 027, FLORIDA STATUTES

L E SHONTZ AND ASSOCIATES, INC
600 SOUTH BARRACKS STREET PENSACOLA, FLORIDA

11-30-09

L E SHONTZ PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NUMBER 5863 L.B. NUMBER 7166
STATE OF FLORIDA

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **581868**

Date Issued. : 06/04/2013
Cashier ID : GSGARRET

Application No. : PRZ130600014

Project Name : Z-2013-14

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	1226	$1,155.00	App ID : PRZ130600014NAME ON CHK IS MARIE B. JONES
		$1,155.00	Total Check

Received From : ALBERT JONES
Total Receipt Amount : **$1,155.00**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ130600014	674347	1,155.00	$0.00	7585 MOBILE HWY, PENSACOLA, FL, 32526

Total Amount :	**1,155.00**	$0.00	Balance Due on this/these Application(s) as of 6/6/2013

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

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-14

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Albert Jones (owner)

*Address: 7585 Mobile Highway *City, State, Zip: Pensacola, FL

Email Address: _____ Phone: _____

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

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

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2011

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 1, 2013

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2013-14

X In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Matthew Mosley

*Address: 6370 Helms Rd *City, State, Zip: Pensacola FL 32526

Email Address: _____ Phone: _____

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

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

*All items with an asterisk * are required.*

****

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.

01/2012

Z-2013-15

69

* * *

CASE NO: Z-2013-15

Location:	6365 Helms Road
Parcel:	21-1S-31-2101-001-001; 20-1S-31-1101-000-000
From:	AG, Agricultural District, Low Density (1.5 acres/du)
To:	R-1, Single-Family District, Low Density (four du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
BCC District:	1
Overlay District:	N/A
BCC Meeting:	08/08/2013
Requested by:	Brian Brown, Agent for Figure 8 (Florida), LLC.

MR. BRISKE: Our next case is Case 2013-15, Brian Brown, who is acting as the agent for Figure 8, LLC, which is a Florida LLC, who is the owner, 6365 Helms Road, from Agricultural, low density, to an R-1, Single-Family District.

10:07 Members of the Board, has there been any ex parte communication between you, the applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing? Also please disclose if you have visited the subject property and

70

disclose if you are a relative or business associate of any of the partes.

Ms. Oram.

MS. ORAM: No to all.

MS. HIGHTOWER: No to all.

MR. GOODLOE: No to all.

MR. WOODWARD: No to all.

MR. BRISKE: The Chairman. No to all.

MR. TATE: No to all.

10:08 MS. DAVIS: No to all.

MR. WINGATE: I did visit the site and no communication.

MR. BRISKE: Thank you.

Staff, was a notice of hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

MR. BRISKE: Was that notice of hearing also posted on the subject property?

MS. MEADOR: Yes, sir.

10:08 MR. BRISKE: Mr. Brown, if there are no objections from you we'll have the staff present the pictures now and the zoning maps.

(Presentation of Maps and Photographs.)

MR. HOLMER: This is Rezoning Case Z-2013-15, from AG to R-1. This is the locational map. This

71

is the 500-foot radius showing the zoning on the site as AG. This is our Future Land Use Map showing the Future Land Use to be Mixed Use Suburban. The existing land use map for the site.

This is an aerial photograph of the parcel in question. This is the wetlands map. The notice of the rezoning case posted on the site. This is looking into the subject property from Helms Road. This is looking east along Helms Road, which is the

10:09 northern border of the parcel. This is once again looking east along Helms Road. This is looking west down Helms Road. This is looking south down Hidden Valley Road, which is to the west of the site. This is looking into another portion of the subject property. This is looking across Helms Road onto the subject parcel. The 500-foot radius map showing the parcels that were annotated for the mailings.

MR. BRISKE: Thank you. Questions on the maps or photography? All right.

10:10 Mr. Brown, if you will, please, come forward and be sworn in.

(Brian Brown sworn.)

MR. BRISKE: Please state your name and address for the record.

MR. BROWN: Brian Brown, 995 Gate Parkway

72

North, Suite 330, Jacksonville, Florida, 32466.

MR. BRISKE: Have you received a copy of the rezoning hearing package with the staff's Findings-of-Fact?

MR. BROWN: Yes.

MR. BRISKE: And do you understand that you have the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals and

10:11 objectives of that Comprehensive Plan and is not in conflict with any portion of the Land Development Code?

MR. BROWN: Yes.

MR. BRISKE: Sir, in this case the staff's findings on the criteria do indicate agreement. However, we do have several more speakers on this one so we can't kind of do the fast track that we would normally do if there is an agreement because obviously there's people signed up to speak on it.

10:11 So at this time we'll give you an opportunity to present your case and then we'll have the staff do that and go through the normal procedure.

MR. BROWN: Thank you very much. First off, I would like to thank you for the opportunity to be here today and participate. Figure 8 does agree

with the staff's findings that they were provided a copy of.

Criterion Number (5) indicates that there were wetlands and/or hydric soils indicated on the subject property. Figure 8 is aware that there is a potential there for wetlands on the site. However, there are no immediate plans to develop this site and any future development that would be done on the site would be required to do a wetlands survey and
10:12 go back before the Escambia County Board for site plan review. So we are aware that there potentially are some, but at this time with no plans, that would be addressed at a later issue.

Since we are in agreement with everything I'll sit down and let the public make their comments with the opportunity to come back up.

MR. BRISKE: Yes, sir. Any questions for Mr. Brown at this point? Okay. Thank you, sir.

Staff, who will be presenting?

10:12 (Presentation by Andrew Holmer.)

MR. HOLMER: Andrew Holmer, Senior Planner. I will be presenting for the staff.

As to the first criterion, consistency with the Comprehensive Plan, the proposed amendment to R-1 is consistent with the intent and purpose of the Future

Land Use category Mixed Use Suburban as stated in Comp Plan Policy FLU 1.3.1, which allows for residential and retail development with a maximum density of 10 dwelling units per acre. The request to R-1 will allow for a higher residential density which agrees with FLU 2.1.2 listed above.

Criterion (2), consistency with the Land Development Code. The proposed amendment is consistent with the intent and purpose of the Land
10:13 Development Code due to the fact that R-1 allows for residential development with a maximum of four dwelling units per acre. The surrounding area is currently residential with compatible zonings.

Criterion (3), compatibility with the surrounding uses. Within the 500-foot radius impact area the zoning district designations are R-1 and R-2. Staff observed approximately 20 single-family homes, not including the platted subdivision to the southeast of the subject parcel, four vacant parcels
10:14 and one school. The R-1 zoning district is intended to allow large lots and low population density with a maximum of four dwelling units per acre. The proposed amendment is compatible with the surrounding and existing uses and densities in the area. The zoning on the surrounding properties

allow four and seven dwelling units per acre with the use being residential. The adjacent parcel sizes vary from less than an acre to five acres. If this amendment is granted, R-1 zoning will allow for single-family residential use in the same manner as the Woodside Estate Subdivision to the southeast.

Criterion (4), changed conditions. Staff found no changed conditions that would impact the amendment or the property.

10:15 Criterion (5), effect on the natural environment. According to the National Wetland Inventory, wetlands and hydric soils were indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Criterion (6), development patterns. The proposed amendment would result in a logical and
10:15 orderly development pattern. The parcels, which are under single ownership, are surrounded by R-1 and R-2 zoning designations and allow for the same type of uses and densities as the proposed amendment.

That's all.

MR. BRISKE: Board members, any questions of

the staff?

Mr. Brown, do you wish to cross-examine, ask any questions of staff at this time?

MR. BROWN: No.

MR. BRISKE: Any other questions at this time? All right. Then we will move into public comment.

For those members of the public who wish to speak on this matter, please note that the Planning Board bases our decision on the criteria and
10:16 exceptions described in Section 2.08.02.D of the Land Development Code. During our deliberations, we cannot consider general statements of support or opposition. Accordingly, when you speak please limit your testimony to one of the six criterion or exceptions described in Section 2.08.02.D. Please also note that only those individuals who are today here and give testimony on the record before this Planning Board will be allowed to speak before the Board of County Commissioners.

10:16 Mr. Matthew Mosley. Sir, you've already been sworn in. If you will please state your name and address. You are still under oath. Please state your name and address again for the record on this case.

(Matthew Mosley, previously sworn.)

77

MR. MOSLEY: My name is Matthew Mosley. My address is 6370 Helms Road, across the street from the property in question.

MR. BRISKE: Go ahead.

MR. MOSLEY: I only have some concerns as far as the additional traffic based on possible driveways and other roads on Helms Road. I've lived on these properties for over 30 years and have seen the traffic increase tremendously. We do have a
10:17 school adjacent to this property, as has already been mentioned. That's my biggest concern, is the traffic.

MR. BRISKE: Okay. Let's take a pause here. You can have a seat, sir.

Horace, would you just briefly explain what happens with a project if it's approved for the zoning change, what would happen in looking at traffic concurrency and so forth, please?

MR. JONES: Yes. If the Board of County
10:17 Commissioners approves this rezoning, the developer/owner, they would have to -- there's another process for this property to be developed. They would have to have a site plan review process. At that time we will have other entities that are involved with the site plan review process, such as

78

Access Management, and they deal with traffic, as well. We will review that and look at all of the traffic concerns and all of those things will be addressed at that time with the understanding that the requirements must be met with a minimum, but we will review that and we will make sure that -- try to eliminate any adverse impact as it relates to traffic.

MR. BRISKE: That is a public hearing, as well?

10:18 MR. JONES: Yes, it is.

MR. BRISKE: So you will be allowed to attend that, if you wish.

MR. MOSLEY: Thank you, sir.

MR. BRISKE: Ms. Karen Qualls. Good morning, ma'am. Please be sworn in and state your name and address for the record.

(Karen Qualls sworn.)

MS. QUALLS: My name is Karen Qualls and I live at 6628 Helms Road. Thank you for letting me be
10:19 part of this today. My input, I think, is important in what you may want to do with this property.

I am concerned why we are rezoning this now when according to Mr. Brown there is not going to be anything done with this property. Why now? I am concerned about that.

79

I'm also concerned about the traffic. As you see, this is a rural area and we have speed bumps. Needless to say they don't work.

I'm also concerned about the type of property that is going to be added into this. Is this going to raise our property values? There's drainage issues. There's a lot of things to take into consideration before you make any kind of judgment on this, especially the property values. Some
10:19 people bought their property and paid a lot of money and really it's not even worth what it is now. They could be upside down in their homes. If the kind of homes that he is planning on building are low income, so to speak, or even -- excuse me, will lower our property values. It's something that we're all concerned about. A lot of people in the area couldn't be here today because they work. They couldn't get off work to come. So it is something that I really wish you would take into consideration
10:20 before you do change the zoning of this from AG to Residential.

Thank you. Do you have any questions for me today? Thank you.

MR. BRISKE: Thank you. We'll let Horace maybe elaborate a little bit more on the process as it

80

relates to if a proposed subdivision were to be presented for development there. I know you spoke briefly to the traffic, Horace, but would you just kind of go through everything that's really looked at and how that process works and how it would be signed off on, please?

(Horace Jones, previously sworn.)

MR. JONES: Again, Horace Jones, Division Manager. As stated earlier, if the Board of County
10:21 Commissioners decided to rezone this property, there is a substantial site plan review process that this project and the owner have to undertake. We will look at stormwater. We look at all of the drainage issues. At this time we don't know, but when they present something more specific, it must meet the Land Development Code and the Comprehensive Plan.

We'll look at the traffic. Again, we have the Access Management Department. They will look at it. Helms Road is a local road and they will look at it
10:21 and if there are any other things that need to be done to it, the will be required to do it based upon the Land Development Code.

As far as the property values, we're not able to address that because we're not experts in that. Those take -- we can't make generalizations. But we

81

1 don't know because the existing use around the
2 property is residential. You've got R-1. You've
3 got the subdivision of Woodside Estates. So
4 basically, if this goes to R-1 zoning, it's still
5 going to be homes, so the property values we're not
6 able to make that generalization. Again, we're not
7 the experts on that.
8 As far as the site plan review process, we will
9 look at it very very carefully and the owner, the
10:22 10 developers, they have to meet the Land Development
11 Code requirements, as well as any other technical
12 standards. If we look at traffic or stormwater, if
13 there are higher things, they will have to meet
14 those things.
15 MR. BRISKE: Horace, typically when you see
16 these site plans being presented they're typically
17 done by licensed engineers according to the
18 stormwater and everything like that.
19 MR. JONES: Absolutely. Stormwater is a very
10:22 20 technical process and you are correct, Mr. Briske,
21 it would take a licensed engineer. They will have
22 to sign and seal it to make sure that what they're
23 presenting is accurate, because if not, their
24 license and they will be put on the line, as well,
25 so they want to try to hold and make sure that it

82

1 does meet the professional standards, as well.
2 MR. BRISKE: Thank you, sir.
3 Planning Board, any questions on that part of
4 it? We all are familiar with that process.
5 Mr. James Higden, please. Good morning, sir.
6 Please be sworn in.
7 (James Higden sworn.)
8 MR. BRISKE: Your name and address for the
9 record.
10:23 10 MR. HIGDEN: My name is James Higden. I live
11 at 7615 Beulah School Road, Pensacola, Florida
12 32526.
13 Mainly one of the reasons I'm here, I signed
14 up, I guess, kind of against, but it was on a fact
15 finding mission. I've got 40 acres there that I own
16 from Mobile Highway down Beulah School Road and
17 Helms Road. I've lived there 50 years. My family
18 has been there over 80 and I'm naturally concerned
19 with what's going to go on around me, so that was
10:24 20 one of the reasons I was here. The density was kind
21 of vague at what his plans were to do, if he was
22 going to put in a subdivision, and I'm not against
23 that, but I just really was more on a fact finding
24 mission than anything else.
25 MR. BRISKE: Okay. Now, as we've said in

83

1 previous cases, I think you were in the room, we
2 don't really look at project specific at this Board.
3 We look at anything that would be allowed in R-1 and
4 we again compare it to the surrounding uses and
5 everything like that. So R-1 is basically a
6 residential district, so whatever would be allowed
7 in that if this was approved would be allowed.
8 Let's draw your attention to the board and
9 we'll go to R-1 here. Single-family detached. Of
10:24 10 course, then it talks about some of the other items
11 that -- it's all residential type use, though, that
12 could be permitted there. Again, if it were to --
13 the applicant does not have to disclose to this
14 Board what he's going to do with the property
15 because it can be anything that's permitted. If he
16 wishes to, when he comes back up, we'll leave that
17 up to him to disclose what their future plans are.
18 MR. HIGDEN: Well, I did some research on his
19 company and that was some of the reason I was
10:25 20 concerned. I'm not going to do anymore analysis on
21 that, but some of their past developments is what
22 had me concerned.
23 MR. BRISKE: Okay. Anything else?
24 MR. HIGDEN: No, sir.
25 MR. BRISKE: Any questions for Mr. Higden?

84

1 Thank you, sir.
2 MR. HIGDEN: Thank you.
3 MR. BRISKE: Elizabeth Zudunich. Good morning,
4 ma'am. Please be sworn in. I hope I pronounced
5 your name properly.
6 (Elizabeth Zudunich sworn.)
7 MR. BRISKE: Your name and address for the
8 record, please.
9 MS. ZUDUNICH: Good morning. My name is
10:26 10 Elizabeth Zudunich. I live at 7408 Hidden Valley
11 Road, which is the western boundary of this
12 property.
13 We're on 2.8 acres. We've got a neighborhood
14 of eight houses, the Hidden Valley Ranchettes, and
15 everyone who lives back there lives there because
16 they're on larger wooded lots, lots of animals
17 running around and it's very private and very quiet.
18 We've got packs of coyotes running through, deer,
19 raccoons chatter on my back porch every night,
10:26 20 snakes around the light poles out there. The area
21 is teaming with wildlife and it's teaming with
22 wildlife because it is a wetlands area.
23 When I heard the word wetlands discussed thus
24 far, it's been used in the context of were, a past
25 tense verb, not a present tense verb. So with all

85

1 of the wildlife that we have already there's a worry
2 with me with Criterion (5), effects on the wildlife,
3 that all that wildlife we currently have is going to
4 be pushed by this subdivision or whatever it is that
5 will be at some point built, though, there is no
6 granularity on what will be built and that's a
7 little bit perplexing. As she stated, it's kind of
8 odd to be asking for a zoning when there is no plan
9 for what will happen and it's certainly harder to
10:27 10 support as a resident nearby a plan that doesn't
11 give any specifics. So that's certainly an issue.
12 As has been brought up, there are drainage
13 issues. When I leave my neighborhood I have a
14 choice of going left or I go right up or down Helms
15 Road. If it's been raining at all, I do not go
16 toward the northern boundary of this property
17 because it is always submerged under water. There
18 are some serious drainage issues. This is not just
19 sort of drainage issues. These are significant
10:27 20 drainage issues and as properties are built up, the
21 drainage the drainage will change and that's going
22 to be a significant issue for all of us.
23 As has been stated already, there are no stop
24 lights. It's already getting a little bit hard to
25 get across Mobile Highway on Beulah in the mornings

86

1 and in the evenings when there's traffic, so it is
2 definitely going to change the dynamics of all the
3 traffic in the area. Currently people run and walk
4 their dogs, go up and down that speed bump road
5 because it is a quiet, safe place to do so. If we
6 have residences that are being built in a big
7 subdivision, that is not going to be the case. So
8 that goes to Criterion (4). It is going to change
9 the conditions markedly. That's what I have.
10:28 10 MS. ORAM: Could I just ask what is your
11 property zoned?
12 MS. ZUDUNICH: I'm not sure. It's 2.8 acres,
13 so whatever that is. It's in the neighborhood to
14 the west.
15 MR. BRISKE: We're going to pull up the map and
16 maybe you can just identify where you're at.
17 MS. ZUDUNICH: I am right where the pointer is.
18 I'm the property just up one parcel right there.
19 MS. ORAM: So you're R-2.
10:29 20 MR. BRISKE: R-2.
21 MR. JONES: Again, R-2 only allows
22 single-family dwellings. It just has a different
23 density for its use. R-1 and R-2, they are
24 compatible zoning districts to one another.
25 MR. BRISKE: Higher density. I would recommend

87

1 that if there are serious drainage issues that are
2 ongoing, regardless of what happens with this
3 project, you can obviously contact your County
4 Commissioner about that, but if the roads are
5 flooding there may be a drainage project that they
6 need to do anyway. That would be something that the
7 County Commission would take charge of at that
8 point.
9 Any other questions?
10:30 10 MR. JONES: She did mention about the
11 environment. During our site plan review process,
12 as well, we do have an environmental section that
13 will -- if this property is rezoned we will look at
14 all the environmental conditions, the wildlife, the
15 wetlands and the possibility is probably it's going
16 to be the Army Corps and DEP. And the County, we
17 have regulations, as well. So we're going to look
18 at all of that if this project -- if this rezoning
19 is approved, we will definitely address that, as
10:30 20 well.
21 MR. TATE: Horace, just as clarification,
22 you're not going to look at it if the rezoning is
23 approved, you're going to look at it if a project
24 comes through?
25 MR. JONES: If a project comes through, yes.

88

1 It takes a rezoning and then a site plan process
2 they're going to have to undertake, as well. We'll
3 look at it, yes.
4 MR. BRISKE: Thank you, ma'am.
5 MS. ZUDUNICH: Thank you.
6 MR. BRISKE: That's the last request form. Is
7 there anyone else who wishes to speak on this case?
8 All right. Hearing none, I will close the public
9 portion of the meeting.
10:31 10 Mr. Brown, if you will come back forward,
11 please, to the podium and I'll give you an
12 opportunity to do your closing statements or present
13 any other additional evidence.
14 MR. BROWN: Thank you very much. Once again
15 it's a great opportunity in our country to have open
16 public forums like this to get information out, fact
17 finding stuff. It seemed like a lot of the
18 opposition was drainage, which as Horace has
19 mentioned, if there is a project that comes before
10:31 20 the planning they will address that.
21 Figure 8 is not doing any development out
22 there. This is a strictly a straight rezoning. Why
23 do it now? Why not? As an owner when you look
24 around our property we see R-2, R-1. We're the only
25 AG right in the middle of it, so we figured it was

better to do it now and that's our right to do it.

There is no plan on building anything out there that Ms. Qualls mentioned. And I'm not an expert, but I have managed a lot of land and rezoning has not affected our value on stuff. It is not a factor, value.

Other than that, I think that we agree with the staff's recommendation and thank you very much for your time.

10:32 MR. BRISKE: Thank you, Mr. Brown.

Board members, any questions or discussion? The Chair will entertain a motion then.

(Motion by Mr. Wingate.)

MR. WINGATE: Mr. Chairman, I move that Z-2013-15 be approved to the Board of County Commissioners based on staff's recommendations.

MR. BRISKE: You're accepting the staff's Findings-of-Fact?

MR. WINGATE: Findings-of-Fact.

10:33 MR. BRISKE: We have a motion from Mr. Wingate. Is there a second?

MS. DAVIS: Second.

MR. BRISKE: We have a second. Any further discussion? All those in favor, say eye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(Motion passes unanimously.)

MR. BRISKE: The recommendation will be to the Board of County Commissioners on August 8th to approve. Those that spoke today can certainly go to that meeting and speak again, as well as if there is any development review process. That is a public

10:33 hearing, as well.

Horace, that's noticed to the surrounding land owners, as well?

MR. JONES: Yes.

MR. BRISKE: Thank you, Mr. Brown. Good luck with it.

(Conclusion of Case Z-2013-15.)

MR. BRISKE: Is there anything else for the rezoning hearing quasi-judicial meeting? Hearing none, I will hereby close that meeting. We thank

10:34 Linda for your help. Have a good week.

We're going to take about a seven-minute break and come back into session at 20 minutes to 11:00, please, 10:40.)

(Quasi-judicial proceedings concluded at 10:30 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 90 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

VOID

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on July 15, 2013.

_____
LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: EE 860695
My Commission Expires: 02-05-2017

Planning Board-Rezoning **5. C.**

Meeting Date: 07/01/2013
CASE : Z-2013-15
APPLICANT: Brian Brown, Agent for Figure 8 (Florida), LLC.
ADDRESS: 6365 Helms Road
PROPERTY REF. NO.: 21-1S-31-2101-001-001; 20-1S-31-1101-000-000
MU-S, Mixed-Use
FUTURE LAND USE: Suburban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: **08/08/2013**

SUBMISSION DATA:
REQUESTED REZONING:

FROM: AG, Agricultural District, Low Density (1.5 acres/du)

TO: R-1, Single Family District, Low Denisty (four 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 (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP 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.

FINDINGS

The proposed amendment to R-1 **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1 which allows for residential and retail development with a maximum density of ten dwelling units per acre. The request to R-1 will allow for a higher residential density which agrees with FLU 2.1.2 above.

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.

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

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

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code due to the fact that R-1 allows for residential development with a maximum of 4 dwelling units per acre. The surrounding area is currently residential with compatible zonings.

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, the zoning district designations were R-1 and R-2. Staff observed approximately 20 single family homes (not including the platted subdivision to the southeast of the subject parcel), 4 vacant parcels and 1 school. R-1 zoning district is intended to allow large lots and low population density with a maximum of four dwelling units per acre. The proposed amendment **is compatible** with surrounding existing uses and densities in the area. The zoning on the surrounding properties allow four and seven dwelling units per acre

with the use being residential. The adjacent parcel sizes vary from less than an acre to five acres. If this amendment is granted, R-1 zoning will allow for single family residential use in the same manner as the Woodside Estates subdivision to the southeast.

CRITERION (4)

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

FINDINGS

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

CRITERION (5)

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

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

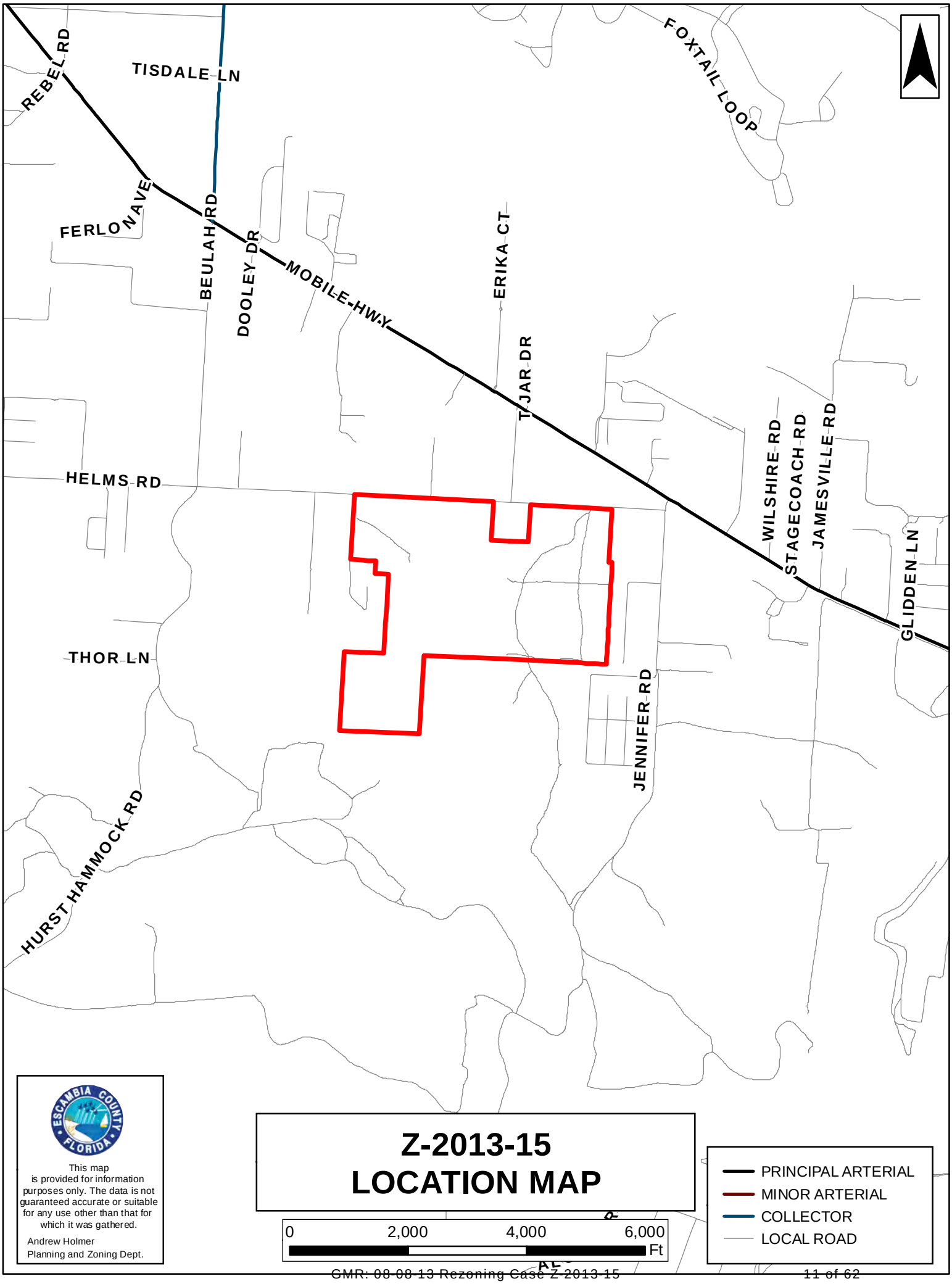
CRITERION (6)

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

FINDINGS
The proposed amendment **would** result in a logical and orderly development pattern. The parcels, which are under single ownership, are surrounded by R-1 and R-2 zoning designations, and allow for the same type of uses and densities as the proposed amendment.

Attachments

Z-2013-15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FERLO AVE
BEULAH RD
DOOLEY DR
MOBILE HWY
ERIKA CT
TJAR DR
WILSHIRE RD
STAGECOACH RD
JAMESVILLE RD
GLIDDEN LN
HELMS RD
THOR LN
JENNIFER RD
HURST HAMMOCK RD
ESCAMBIA COUNTY FLORIDA
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-2013-15
LOCATION MAP
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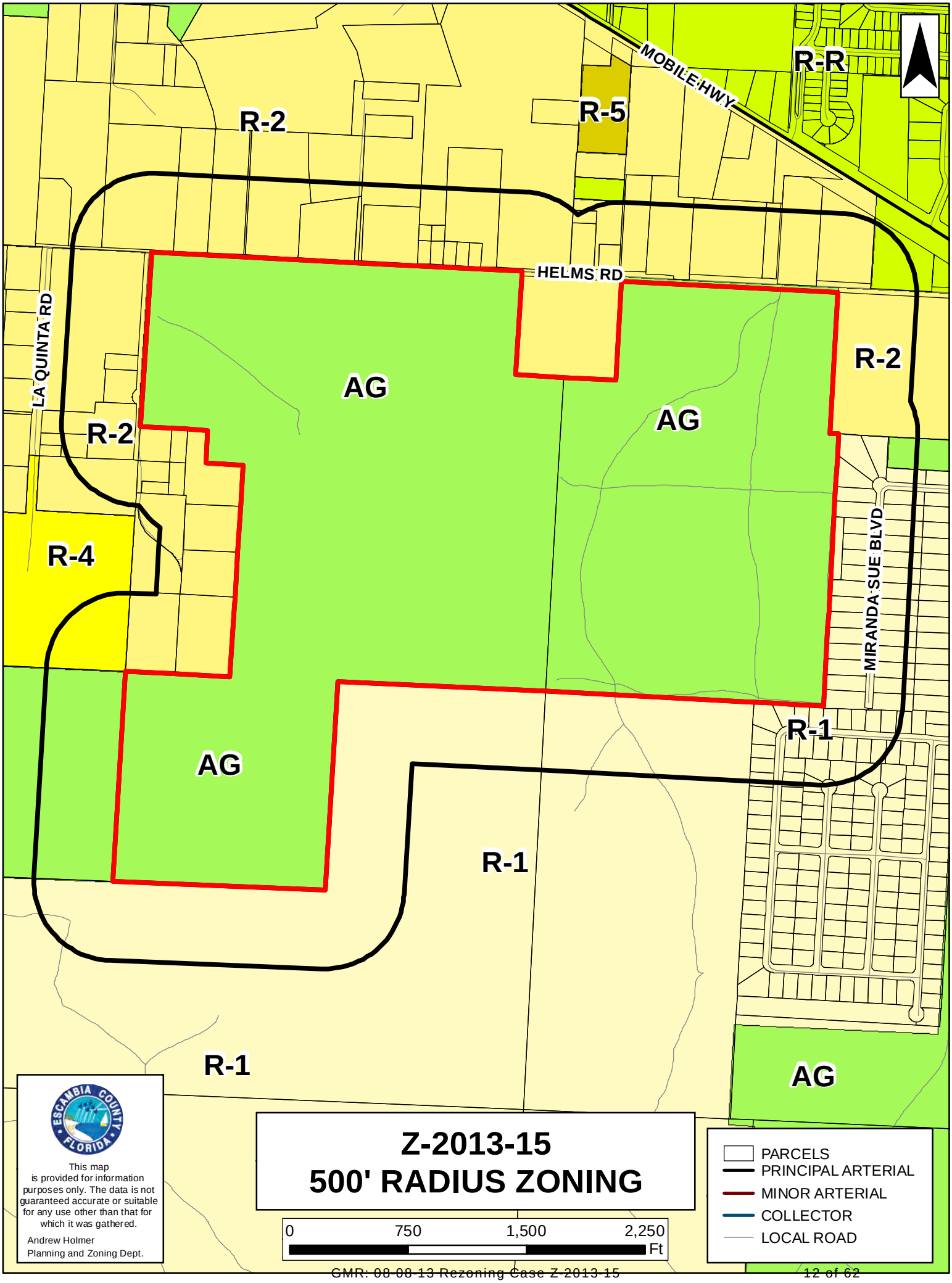
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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R-5
R-2
HELMS RD
LA QUINTA RD
R-2
AG
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R-2
R-4
MIRANDA SUE BLVD
R-1
AG
R-1
R-1
AG
Z-2013-15
500' RADIUS ZONING
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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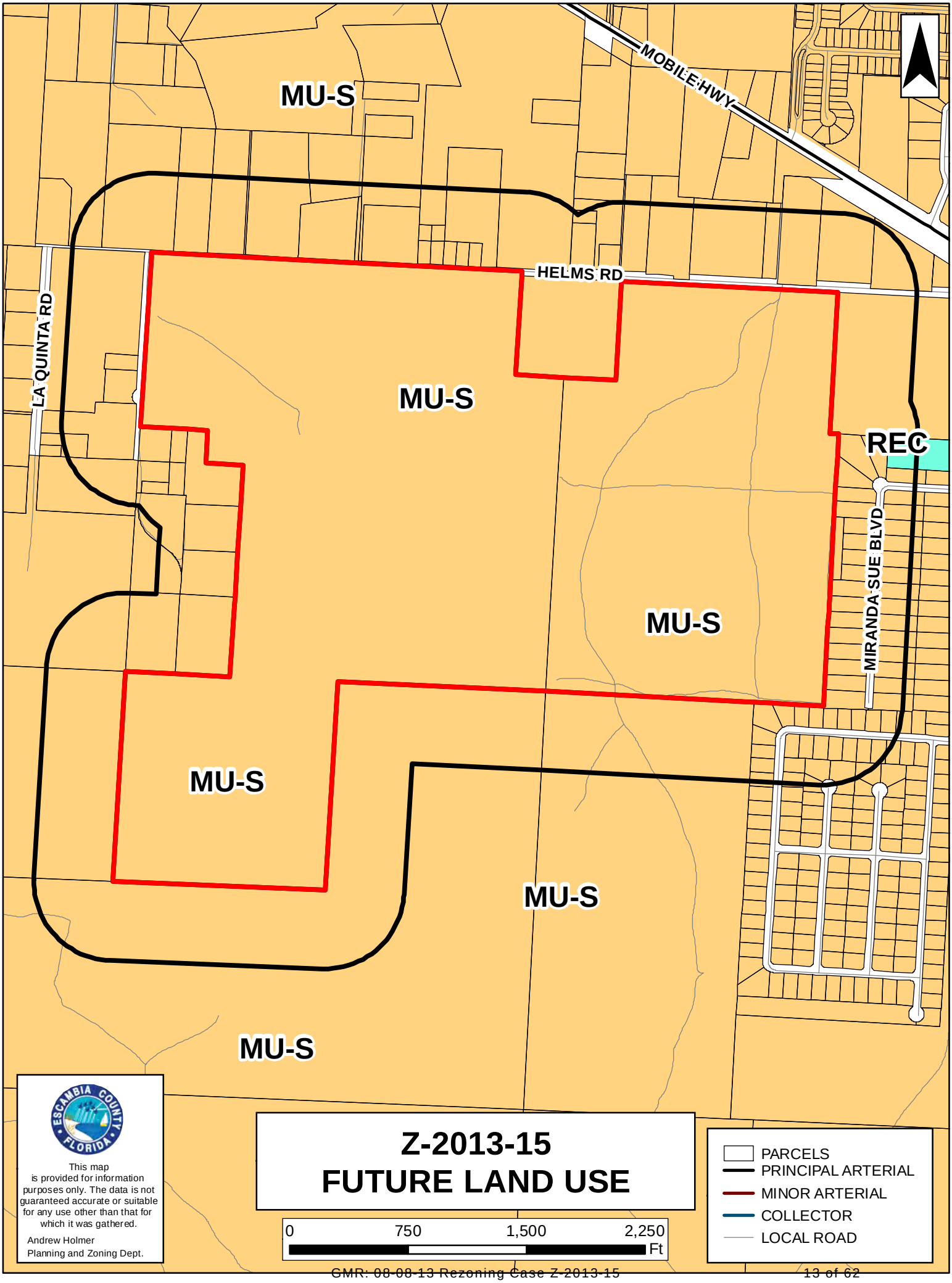
Andrew Holmer
Planning and Zoning Dept.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HELMS RD
LA QUINTA RD
MU-S
REC
MIRANDA SUE BLVD
MU-S
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Z-2013-15
FUTURE LAND USE
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
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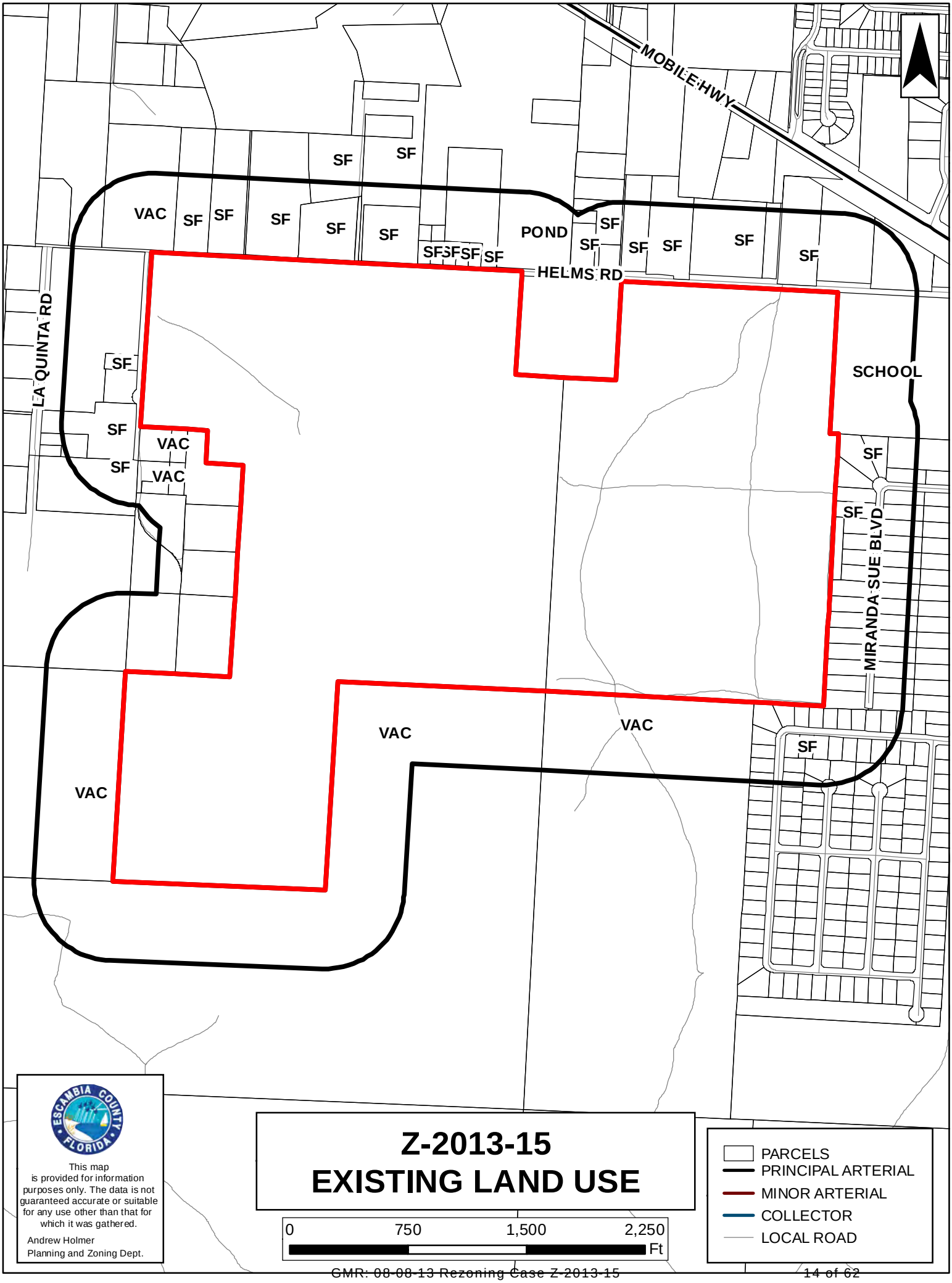
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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Z-2013-15
EXISTING LAND USE
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ESCAMBIA COUNTY FLORIDA
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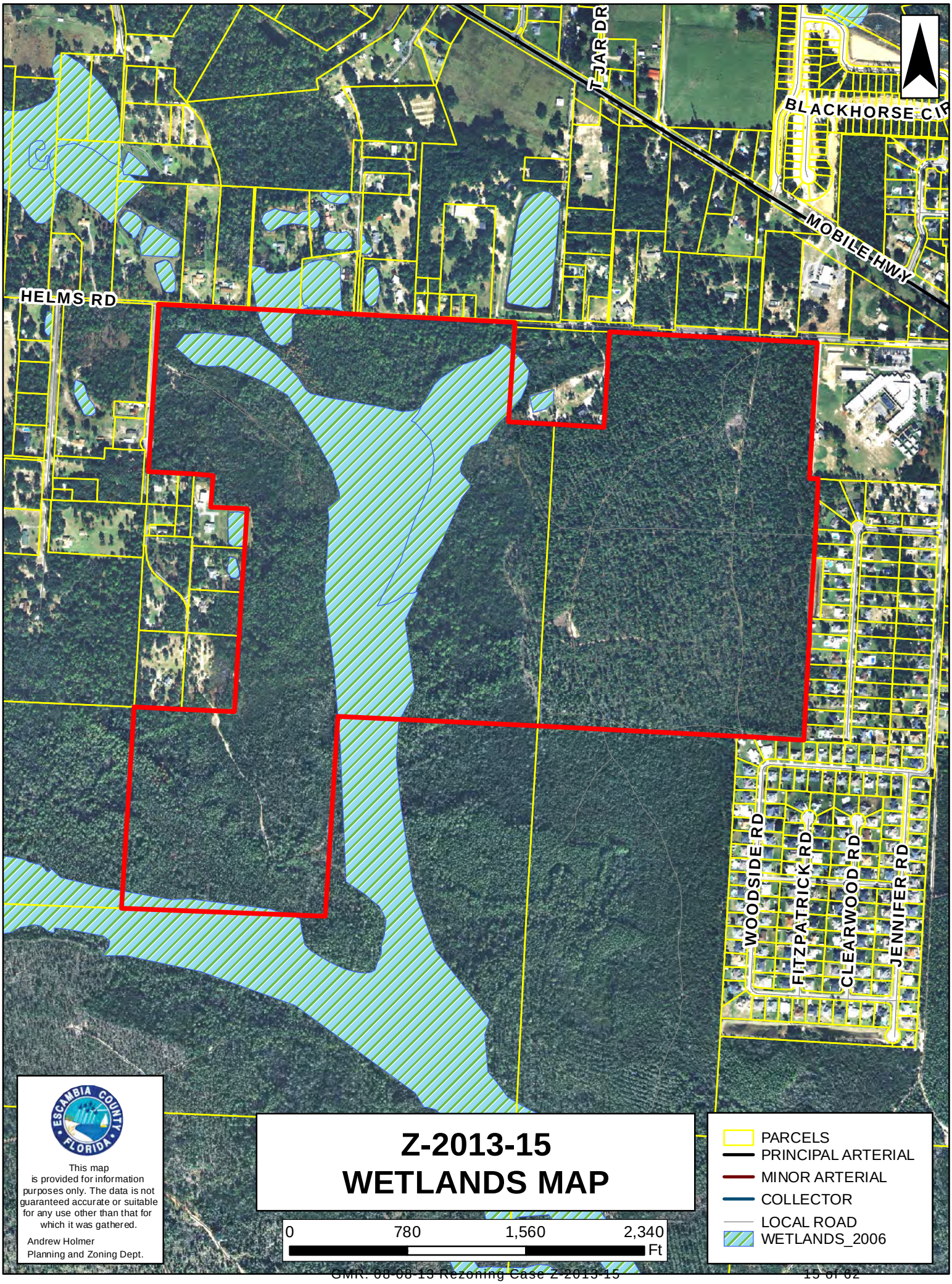
Andrew Holmer
Planning and Zoning Dept.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BLACKHORSE CIR
MOBILE HWY
HELMS RD
WOODSIDE RD
FITZPATRICK RD
CLEARWOOD RD
JENNIFER RD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2013-15
WETLANDS MAP
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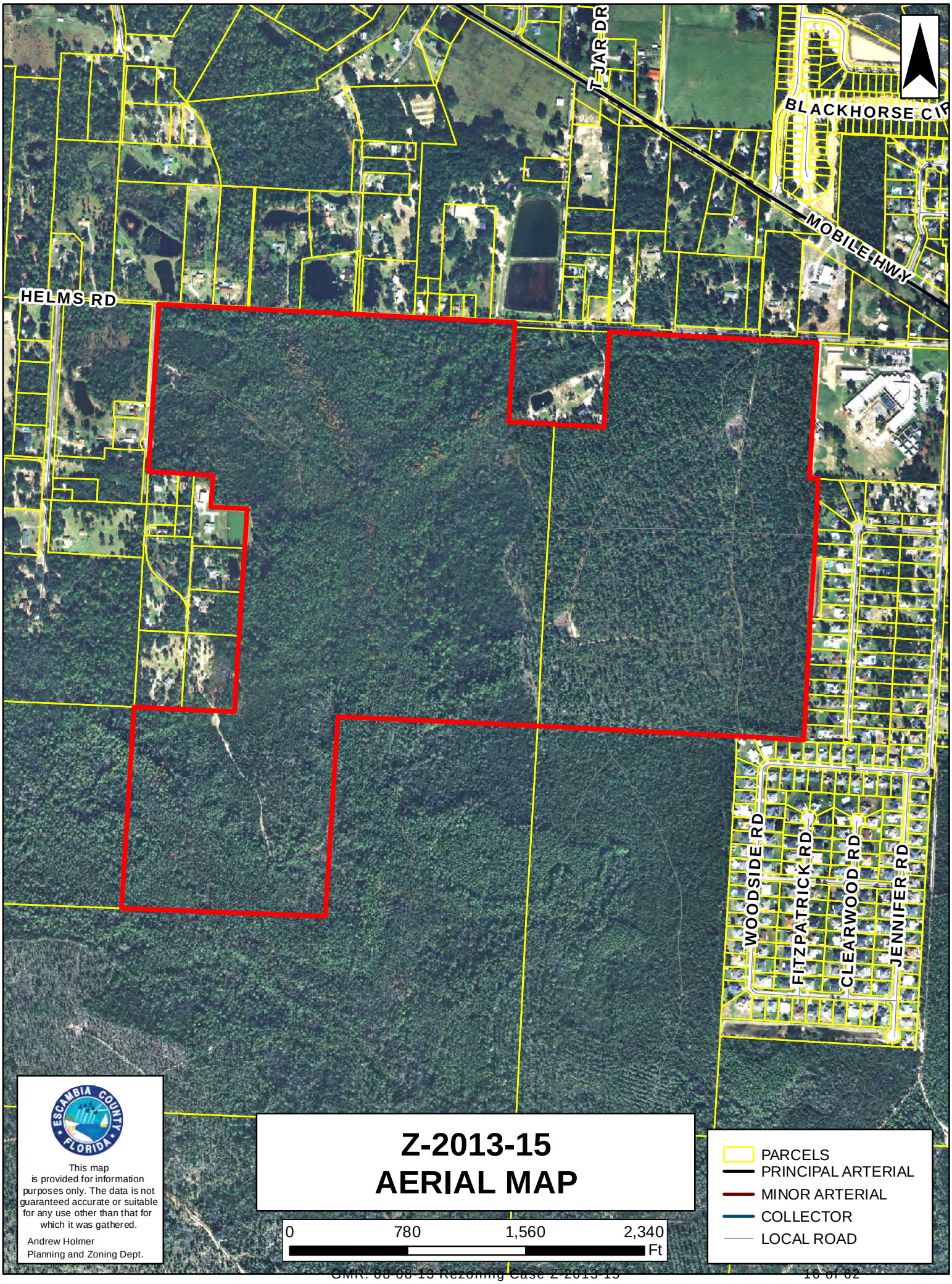
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006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BLACKHORSE CIR
MOBILE HWY
HELMS RD
WOODSIDE RD
FITZPATRICK RD
CLEARWOOD RD
JENNIFER RD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2013-15
AERIAL MAP
0
780
1,560
2,340
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

NOTICE OF
PUBLIC HEARING
REZONING
CASE NO.: Z-2013-15
CURRENT ZONING: AG
PROPOSED ZONING: R-1
PLANNING BOARD
DATE: 07/01/13 TIME: 8:30 AM
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM
BOARD OF COUNTY COMMISIONERS
DATE: 08/08/13 TIME: 5:45 PM
LOCATION OF HEARING
ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM
FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM
PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Looking onto subject property on Helms Rd

Looking east on Helms Rd

Looking east along Helms Road
Property on right

Looking west on Helms Road

Looking south down Hidden Valley Rd

Looking onto another portion of subject property

Looking at subject property

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: AGR to: R-1

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

Owner(s) Name: Figure 8 (Florida) LLC Phone: 904-393-9020

Address: 9995 Gate Parkway North, Suite 330 Email: _____

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

Property Address: 6365 Helms Rd., Pensacola, Florida 32526

Property Reference Number(s)/Legal Description: 211S312101001001

201531110100000 0

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent — Brian E Brown (Printed Name Owner/Agent) — 6/4/13 (Date)

Signature of Owner — Ashton Hudson (Printed Name of Owner) — 6-4-13 (Date)

STATE OF Florida COUNTY OF Duval

The foregoing instrument was acknowledged before me this 4th day of June 20 13, by Brian Brown & Ashton Hudson

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

Signature of Notary — Katherine Moore McDaniel (Printed Name of Notary)

(notary seal must be affixed)

Notary Public State of Florida
Katherine Moore McDaniel
My Commission EE075853
Expires 03/20/2015

FOR OFFICE USE ONLY CASE NUMBER: Z-2013-15

Meeting Date(s): PB - 7/1/13; BCC 8/8/13 Accepted/Verified by: A Cain Date: 6/6/13

Fees Paid: $1,925 Receipt #: _____ Permit #: PRZ1306000015

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

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2013-15

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 211S312101001001, 201S311101000000

Property Address: 6365 Helms Rd., Pensacola, FL 32526

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

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

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

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 4th DAY OF June, YEAR OF 2013.

Signature of Property Owner	Ashton Hudson Printed Name of Property Owner	6-4-13 Date
Signature of Property Owner	Printed Name of Property Owner	Date

Development Services Department FOR OFFICE USE:
Escambia County, Florida

CASE #: Z-2013-15

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 6365 Helms Rd., Pensacola,
Florida, property reference number(s) 211S312101001001, 2015 31101000000
I hereby designate Brian E. Brown for the sole purpose
of completing this application and making a presentation to the:

☑ Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

☐ Board of Adjustment to request a(n) _____ on the above referenced property.

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

Agent Name: Brian E. Brown Email: bebrown73@gmail.com

Address: 9995 Gate Parkway N., Suite 330 Jacksonville, Florida 32246 Phone: 904-334-5577

Signature of Property Owner	Ashton Hudson Printed Name of Property Owner	6-4-13 Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Duval

The foregoing instrument was acknowledged before me this 4th day of June 2013,
by Ashton Hudson.

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

Signature of Notary	Katherine McDaniel Printed Name of Notary	(Notary Seal)

Notary Public State of Florida
Katherine Moore McDaniel
My Commission EE075853
Expires 03/20/2015

To: Escambia County Development Services Department
3363 West Park Place
Pensacola, Florida 32505

From: Brian Brown
9995 Gate Parkway North, Suite 330
Jacksonville, Florida 32246

Subject: Rezoning application of 273 acres of land located on Helms Road

Figure 8 (Florida) LLC, a Florida Limited Liability Corporation is the legal owner of two parcels of land identified by the Escambia County Property Appraisers office as reference number **211S312101001001 and 201S311101000000.** It is with their approval that I am requested a zoning change on the property from its current zoning of AGR to a proposed zoning of R-1.

It is my belief that the proposed rezoning meets the 6 criteria as outlined by the Escambia County Development Services Department.

A. **Consistent with the Comprehensive Plan**: The current 2030 Future Land Use Comprehensive Plan has the site identified as MU-S (Mixed-Use Suburban) as evidenced in Exhibit A attached. According to FLU 1.3.1 of Chapter 7 of the 2030 Comp Plan, the FLUM Designation of MU-S is intended for a mix of residential and nonresidential uses with a **maximum** density of 10 du/acre. With the proposed zoning of R-1, the maximum density allowed would be 4 du/acre. **The requested zoning of R-1 is consistent with the 2030 Comprehensive Plan.**
B. **Consistent with The Land Development Code**: Currently the property is zoned AG. **LDC** *6.05.01. AG agricultural district, low density.* A. *Intent and purpose of district.* This district is intended to identify those areas used primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to provide for the continuation and expansion of viable agricultural activities within the county by providing for compatibility among permitted uses and by preserving open spaces through low district-wide residential densities. The maximum density is 1.5 acres per dwelling unit. Refer to article 11 for uses, heights and densities allowed in AG - agricultural areas located in the Airport/Airfield Environs. The proposed zoning is R-1. **LDC** *6.05.05. R-1 single-family district, low density.* A. *Intent and purpose of district.* This district is intended to be a single-family residential area with large lots and low population density. The maximum density is four dwelling units per acre. Refer to article 11 for uses and densities allowed in R-1, single-family areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the

height definitions, height restrictions, and methods of height calculation set forth in article 11. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-1 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.

a. According to the Escambia County LDC, there are 23 permitted uses under the AG district and 7 permitted uses under the R-1 district. 5 of the 7 permitted in the R-1 district are permitted in the AG district. The only exceptions are 1. Marina (private) and 2. Residential dock or pier.

It is believed that the proposed zoning of R-1 is consistent with the Escambia County Land Development Code.

C. **Compatible with surrounding uses**: According to Exhibit B attached hereto, the requested zoning of R-1 is compatible with the existing neighboring zonings. It is currently adjacent to R-2 lands to the North, R-1 and R-2 lands to the East, R-1 lands to the South, and AG lands to the West. **The requested zoning of the property to R-1 is compatible with the surrounding uses.**

D. **Changed conditions**: There are no other changes to the subject property or surrounding parcels that are I am aware of. As mentioned in Item A, the proposed zoning is consistent with the comprehensive plan and in Item C, it is consistent with neighboring land uses. **There appear to be no additional changes that would impact the requested zoning change.**

E. **Effect on natural environment**: According to the National Wetlands Inventory (NWI) from the www.myescambia.com site there are minimal wetlands on the site. When applicable, further review during the site plan review process will be necessary to determine if there would be any impact on the natural environment. The rezoning will have minimal impact to the water resources. According the USGS topographic map, Exhibit C, a majority of the site is uplands. Any future development of the site would be regulated by the development standards that are in place at the time. Any applicable permits required would be obtained at that time. **The requested zoning would have little to no impact on the natural environment**.

F. **Development Patterns**: The proposed zoning of R-1 and any subsequent development of the property in accordance with the R-1 zoning would be considered orderly and logical with the surrounding developments. The Woodside Estates S/D, Woodside Estates 1st Add., and Woodside Estates II Phase 1 are adjacent to the subject property. **The subject property would be the most logical parcel to be developed next and therefore would not contribute to any "sprawl".**

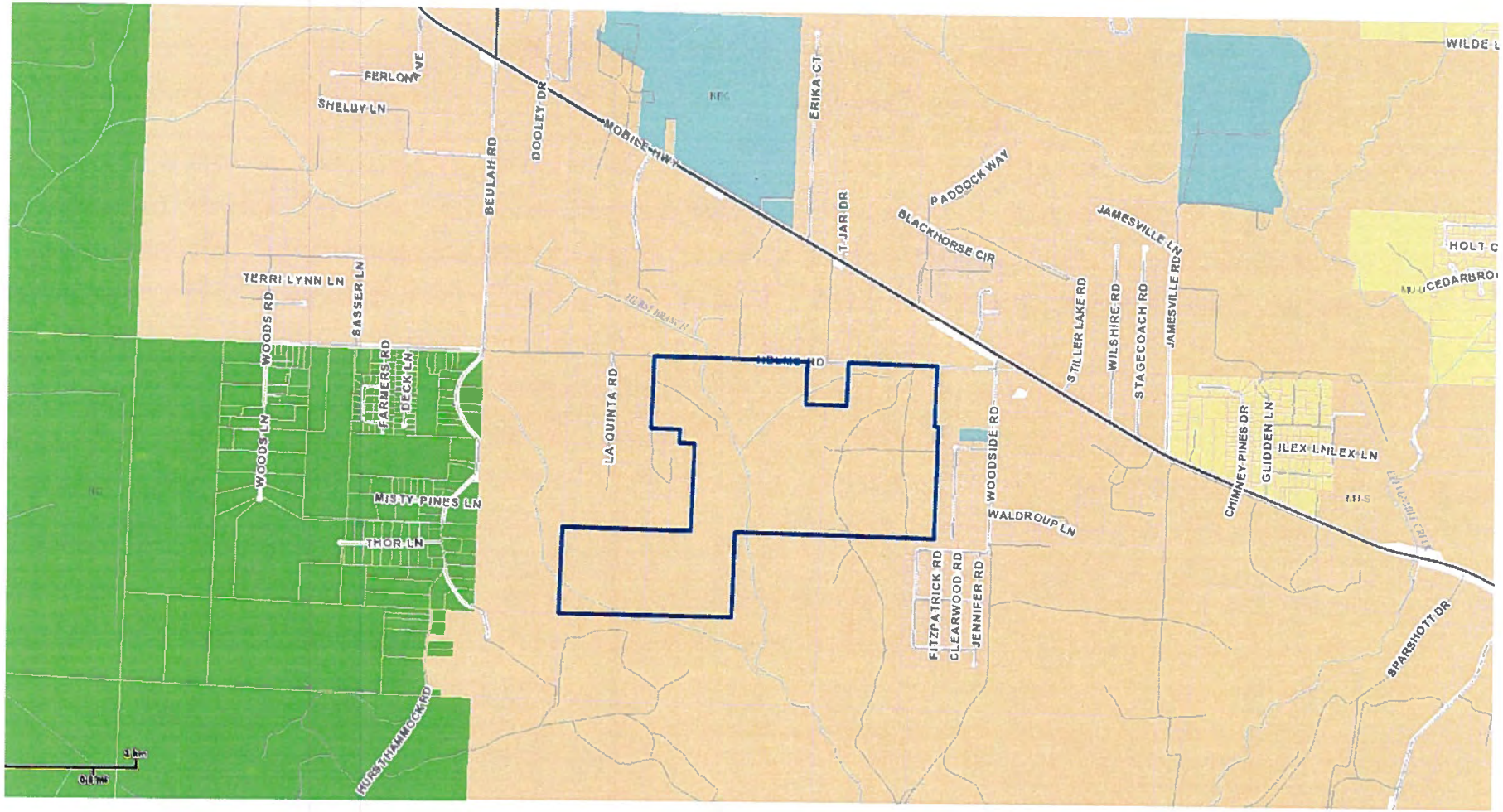


Exhibit A-Future Land Use

Printed:Jun 04, 2013

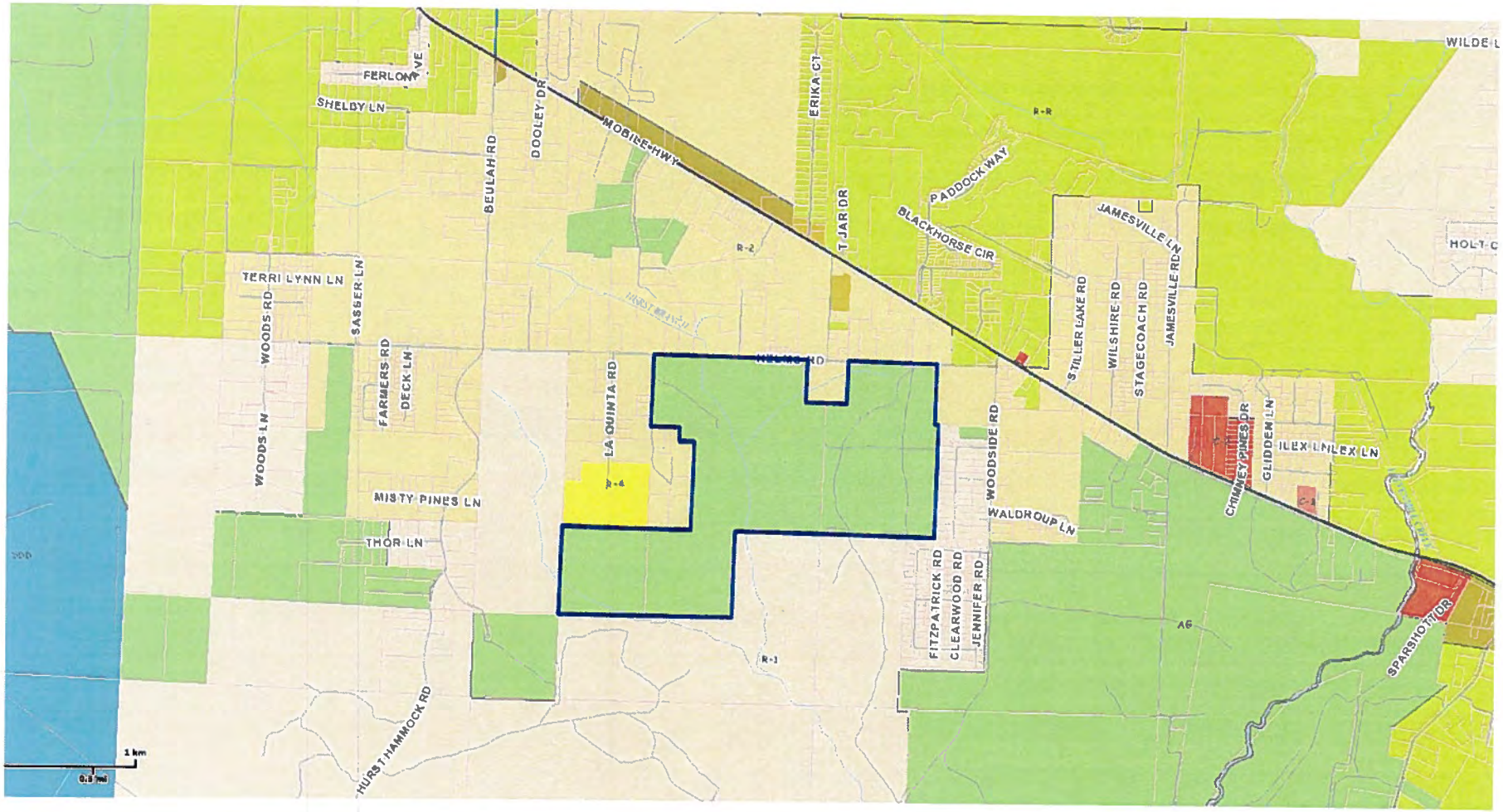
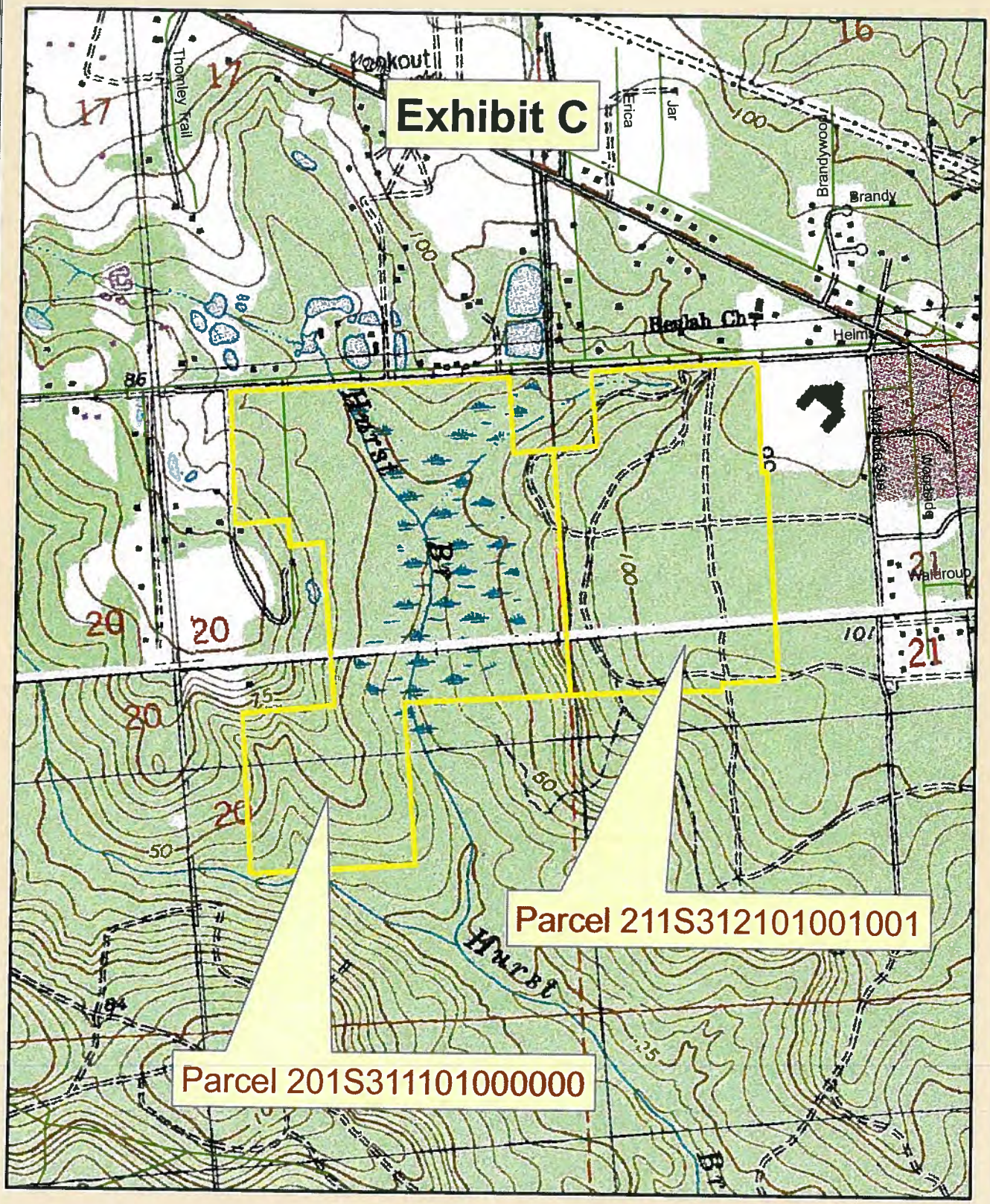
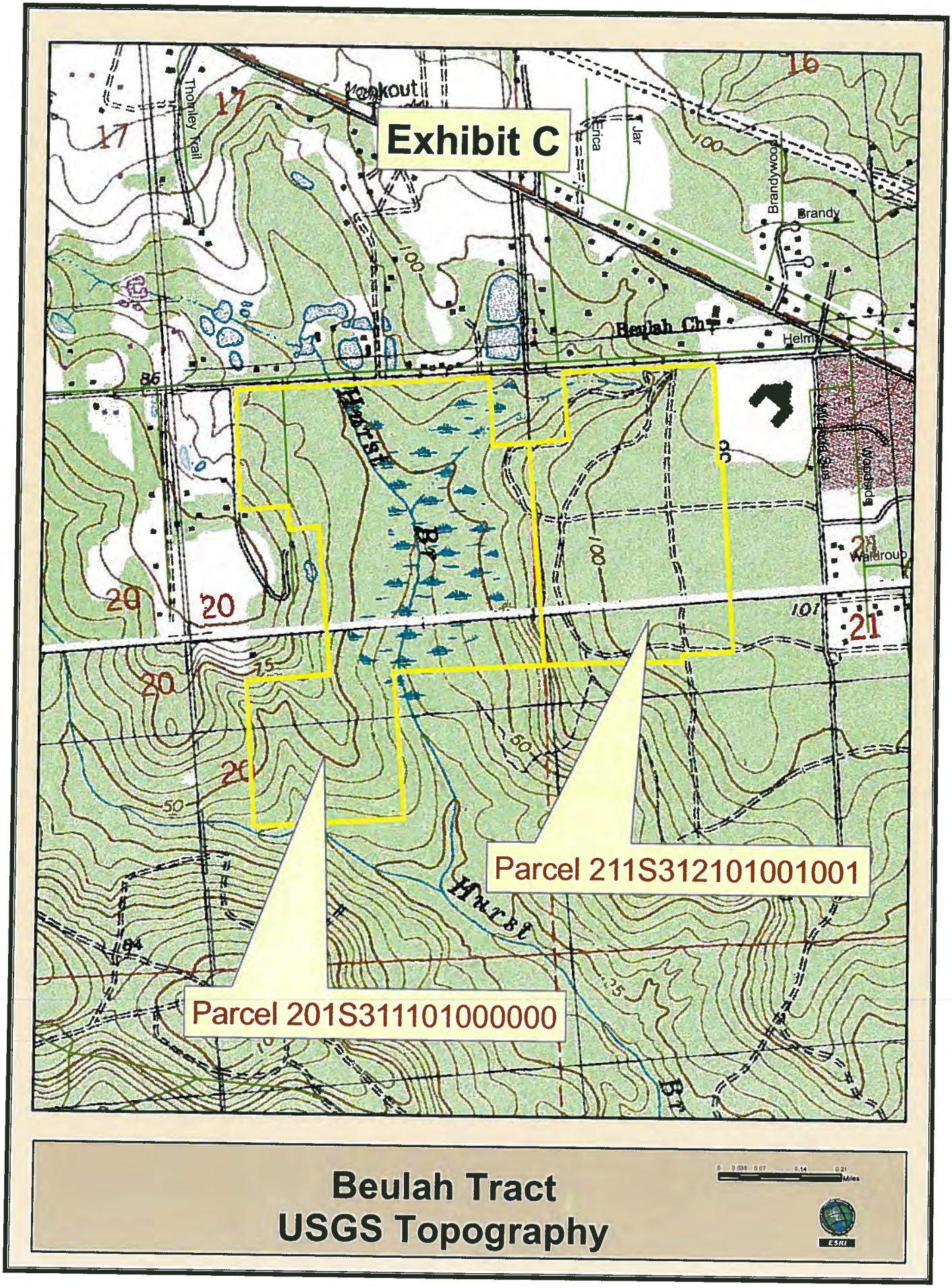


Exhibit B-Zoning

Printed:Jun 04, 2013



Beulah Tract
USGS Topography



Beulah Tract
USGS Topography

Recorded in Public Records 10/05/2010 at 03:00 PM OR Book 6643 Page 468, Instrument #2010065217, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $120.50 Deed Stamps $7046.20

This instrument prepared by:

Mark E. Power Jr., Esq.
Power Law Firm PLLC
7720 Old Canton Road
Suite C
Madison, MS 39110
(601) 853-1983

When recorded return to:

First American Title Insurance Company
National Commercial Services
12751 New Brittany Blvd.
Suite 401
Fort Myers, FL 33907
(800) 585-2906
Attn: Kara Grassi, Esq.

SPECIAL WARRANTY DEED

INTERNATIONAL PAPER COMPANY, a New York corporation, authorized to do business in the State of Florida, whose address and telephone number is 6400 Poplar Avenue, Tower I, 10th Floor, Memphis, Tennessee 38197, (901) 419-1855, hereinafter called **GRANTOR**, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration hereby acknowledged to have been paid to the Grantor by **FIGURE 8 (FLORIDA), LLC,** a Florida limited liability company, authorized to do business in the State of Florida, whose address and telephone number is 501 Riverside Avenue, Suite 902, (904) 393-9020, hereinafter called **GRANTEE**, does hereby GRANT, BARGAIN SELL AND CONVEY unto said Grantee all that real property in the County of Escambia, State of Florida, described on **Exhibit A** attached hereto and made a part hereof for all purposes and quitclaims unto Grantee, its successors and assigns, all of Grantor's interest in all minerals, including any sand, clay and gravel rights, which may be owned by Grantor, lying in, on or under the Property.

This conveyance is subject to the following:

(1) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;

(2) The current year's and subsequent year's real property taxes and assessments, which taxes and assessments are not yet due and payable and rollback taxes, if any;

(3) Restrictions on the Property imposed by any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;

(4) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;

(5) All previous reservations, exceptions and conveyances (including but not limited to, leases) of record of the oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests; and

(6) All matters of record, including outstanding easements, servitudes, rights-of-way, restrictions, licenses, leases, reservations, agreements, contracts, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise.

TOGETHER WITH ALL AND SINGULAR the rights, easements, right of ways, improvements (to the extent owned by Grantor) and appurtenances to said Property being, belonging, or in any way appertaining thereto, all permits and approvals granted with respect to said Property and development rights and interests created from said Property, and the remainders, reversions, accretions, rents, issues and profit of such land, and every part thereof.

Grantor is selling the Property "AS IS, WHERE IS", subject to the warranties of title contained in this conveyance. Except for the warranties and representations of Grantor as set forth in this deed, Grantor has not made, does not and has not authorized anyone else to make representations as to: (i) the existence or non-existence of access to or from the Property or any portion thereof; (ii) the location of the Property or any portion thereof within any flood plain, flood prone area, water shed or designation of any portion thereof as "wetlands"; (iii) the availability of water, sewer, electrical, gas or other utility services; (iv) the number of acres in the Property or square footage of any improvements; (v) the present or future physical condition or suitability of the Property for any purpose; (vi) the amount, type or volume of timber in and on the Property, if any; and (vii) any other matter or thing affecting or relating to the Property. **Grantee expressly acknowledges that (a) no such representations or warranties or promises**

have been made; (b) Grantee is not relying on any representations or warranties other than as specifically set forth herein and (c) Grantee is solely responsible to inspect the Property, or cause an inspection of the same to be made on Grantee's behalf in order to be thoroughly familiar and fully satisfied with the "AS IS" condition of the Property.

TO HAVE AND TO HOLD said Property, together with the privileges and appurtenances thereunto properly belonging, and subject only to the exceptions and restrictions herein contained and referred to, unto the Grantee, its successors and assigns forever. Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor, and none other, EXCEPT that no warranty is hereby extended to the conveyance of any mineral rights, including sand, clay and gravel rights, being conveyed herein.

The effective date of this conveyance shall be September 22, 2010.

IN WITNESS WHEREOF the Grantor, has hereto set its hand and seal on this the 14th day of September, 2010 to be effective as of September 22, 2010.

Grantor:

INTERNATIONAL PAPER COMPANY

a New York corporation

By: _____

Name: E. Wayne Plummer

Title: Assistant Vice President

Attest:

By: _____

Name: Joseph R Saab

Title: Assistant Secretary

Signed, sealed and delivered in the presence of:

_____

Print: Thomas Conner

_____

Print: Jessica D. Duncan

STATE OF TENNESSEE

COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 14th day of September, 2010, by E. Wayne Plummer, as Assistant Vice President of International Paper Company, a New York corporation, who is personally known to ~~me or who has produced~~ _____ ~~as identification.~~

My Commission Expires:
MY COMMISSION EXPIRES:
August 02, 2014

_____

NOTARY PUBLIC, ~~STATE OF FLORIDA~~ STATE OF Tennessee

Rebecca L. Gephart

Printed Name of Notary Public

REBECCA L. GEPHART
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

EXHIBIT A: LEGAL DESCRIPTION

See attached.

FL 15208

Escambia County, Florida

Township 1 North, Range 31 West

Section 11: Commence at the Point of Intersection of the South line and the easterly right-of-way line of the CSX Railroad; thence Easterly along the said south line of Section 11 for 500.00 feet; thence Northwesterly at an angle of 90 degrees to the left for 273.64 feet to the South right-of-way line of Becks Lake Road; thence Southwesterly along said right-of-way line of Becks Lake Road to the said easterly right-of-way line of the CSX Railroad; thence Southerly along said easterly right-of-way line of the CSX Railroad to the Point of Beginning.

Section 14: Commence at the Northeast corner; thence South 53 degrees 23 minutes 26 seconds West along the North line of said Section 14 for 1966.03 feet to the westerly right-of-way line of a road deeded to Escambia County by deed recorded in Official Records 2198 at Page 68 for the Point of Beginning; thence South 30 degrees 29 minutes 54 seconds East along said westerly right-of-way for 611.29 feet to the Point of Curve of a curve concave to the Northeast, having a radius of 333.00 feet; thence continue along said right-of-way being the arc of said curve for an arc distance of 245.58 feet to the corner of the parcel deeded to Project 1378, Inc. recorded in Official Records 2213 at Page 360; thence along the boundary of said parcel, being the arc of a curve concave to the Southwest, said curve having a radius of 35.00 feet, for an arc distance of 42.67 feet to the Point of Reverse Curve; thence continue along said boundary being the arc of a curve concave to the East and having a radius of 129.49 feet for an arc distance of
30.17 feet to the Point of Tangent; thence South 16 degrees 14 minutes 53 seconds East along said boundary for 346.16 feet; thence continue along said boundary being the arc of a curve concave to the North having a radius of 450.00 feet for an arc distance of 86.04 feet to the Point of Tangent; thence North 74 degrees 55 minutes 40 seconds West continuing along said boundary for 800.98 feet to the Point of Curve of a curve concave to the Northeast having a radius of 450.00 feet; thence continue along said boundary being the arc of said curve for an arc distance of 371.43 feet to the Point of Tangent on the easterly right-of-way line of CSX Railroad; thence North 27 degrees 38 minutes 07 seconds West along said easterly right-of-way line for 193.80 feet to the said North line of Section 14; thence North 53 degrees 23 minutes 25 seconds East along said North line also being the South line of Section 11 for 500.00 feet; thence North 36 degrees 36 minutes 35 seconds West for 273.64 feet to the southerly right-of way line of Beck's Lake Road (66' R/W - O/R 1150, Pg 957): thence North 56 degrees 21 minutes 54 seconds East along said southerly right-of-way line of Beck's Lake Road for 281.54 feet to the said westerly right-of-way line of the road deeded to Escambia County; thence South 30 degrees 29 minutes 54 seconds East along said right-of-way line for 260.51 feet to the Point of Beginning.

Except that portion of the above described parcel deeded to Project 1378 as recorded in Official Records 2503 at Page 553.

FL 15213

Escambia County, Florida

Township 2 North, Range 31 West

Section 19:

That portion of the NW 1/4 lying North of the midline of Churchhouse Branch. Less and except the North 50 feet for right-of-way for State Road S-196 recorded in Deed Book 267 at Page 253.

FL 15218

Escambia County, Florida

Township 1 South, Range 31 West

Section 20:

The West 1/2 of the Northwest 1/4; the Northwest 1/4 of the Southwest 1/4; the Northeast 1/4 of the Southwest 1/4; the Northwest 1/4 of the Southeast 1/4; the Northeast 1/4.

Less and except: the West 1/2 of the Southwest 1/4 of the Northeast 1/4; the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4; 2 acres as described in Deed Book 71 at Page 326; the East 10 feet of the North 1043.6 feet of the Northwest 1/4 of the Northwest 1/4 Quit Claimed to Howard and Adela Preston.

Section 21:

The Northwest 1/4.

Less and except: the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4; the North 33 feet and the East 66 feet for County Road rights-of ways; the North 930.00 feet of the East 940.00 feet of the Northeast 1/4 of the Northwest 1/4 for the Beulah School Site as recorded in Official Records 1356 at Page 289; the West 500.00 feet of the East 533.00 feet of the South 200.00 feet of the North 1130.00 feet of the Northeast 1/4 of the Northwest 1/4 deeded to Escambia County and recorded in Official Records 3275 at Page 13; 30 acres deeded to Gary Holt Homes described as: Commence at the Southeast corner of the Northwest 1/4; thence North 87 degrees 01 minutes 47 seconds West along the South line of said Northwest 1/4 for 65.37 feet to the intersection with the West right-of-way line of Woodside Road and the Point of Beginning; thence continue North 87 degrees 01 minutes 47 seconds West along said line for 815.01 feet; thence North 03 degrees 16 minutes 58 seconds East for 1727.26 feet; thence South 87 degrees 06 minutes 12 seconds East for 315.92 feet; thence South 03 degrees 28 minutes 18 seconds West for 200.12 feet; thence South 87 degree 04 minutes 27 seconds East for 499.76 feet to the said West right-of-way line; thence South 03 degrees 16 minutes 58 seconds West along the said right-of-way line for 1527.89 feet to the Point of Beginning; also except 60.17 acres deeded to Gary Holt Homes described as: the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Southeast 1/4 of the Southwest 1/4.

FL 15305

Escambia County, Florida

Township 2 North, Range 31 West

Section 19:

That portion of the Northwest ¼ lying South of the midline of Churchhouse Branch.

Township 2 North, Range 32 West

Section 24:

The South ½ of the NE ¼, less and except right-of-way for State Road 97 recorded in Deed Book 496 at page 360.

That portion of the NE ¼ of the SE ¼ lying east of the ROW for State Road 97 and north of the midline of Blance Lane. And less and except the parcel deeded to Lathram Chapel Church recorded in Official Records 169 at Page 236.

Containing 154.5 acres, more or less.

FL 15306

Escambia County, Florida

Township 2 North, Range 31 West

Section 19:

The North 1/2 of the SW 1/4.

Township 2 North, Range 32 West

Section 24:

The NE 1/4 of the SE 1/4, lying East of the State Rd 97 ROW less and except right-of-way for State Road 97 recorded in Deed Book 496 at Page 360 and South of the midline of Blance Lane. And less and except the parcel deeded to Lathram Chapel Church recorded in Official Records Book 169 at Page 236.

Together with Right, Privilege and Easement to use, for the purpose of Ingress and Egress the Easement and right of way contained in the revised easement and right of way recorded in Official Records Book 2474, Page 830, and Official Records Book 2527, Page 19.

FL 15307

ESCAMBIA COUNTY, FLORIDA

TOWNSHIP 2 NORTH, RANGE 31 WEST

SECTION 19:

THE SOUTH 1/2 OF THE SW 1/4 LYING EAST OF THE STATE ROAD 97 ROW AND WEST OF THE ROW FOR SCHIFKO ROAD.

TOWNSHIP 2 NORTH, RANGE 32 WEST

SECTION 24:

THE SE 1/4 OF THE SE 1/4, LYING EAST OF THE STATE ROAD 97 ROW LESS AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD 97, RECORDED IN DEED BOOK 496, AT PAGE 360.

FL 15242

Escambia County, Florida

Township 1 North, Range 31 West

Section 11:

The following Lot in LEONARD TRACT SUBDIVISION as recorded in Deed Book 100 at Page 171 in the Public Records of Escambia County, Florida:

Lot 58, less the Northerly 100 feet and the Southerly 600 feet thereof.

Situated, lying and being in Escambia County, Florida.

FL 15205

Escambia County, Florida

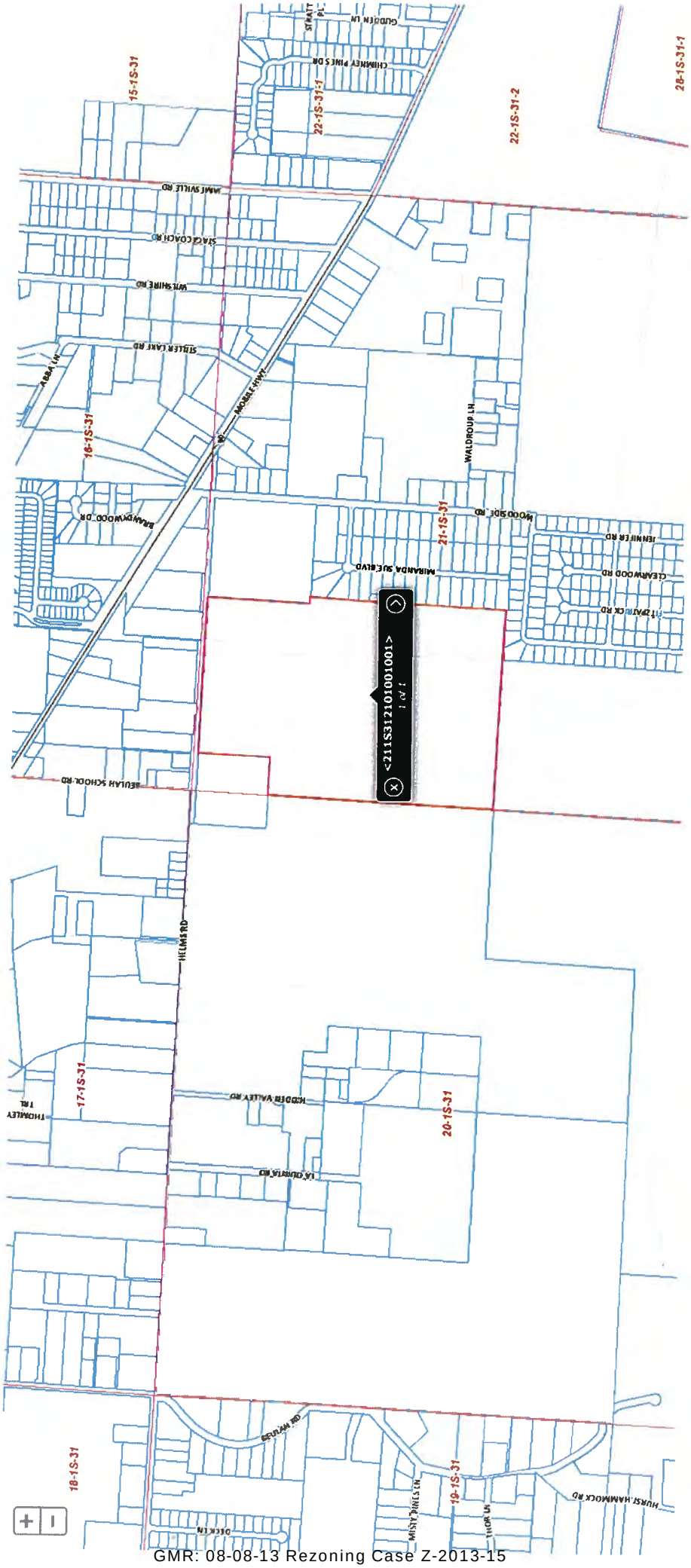
Township 1 North, Range 31 West Section 11: The Following Lots in Leonard Tract Subdivision as recorded in Deed Book 100 at Page 171 in the public records of Escambia County, Florida; Lots 1 through 12, Lots 19 through 24, Lots 28 through 30, Lots 32 through 42, Lot 55, and that portion of Lots 25 through 27, Lots 43 through 45 and Lots 51 through 53, Lying North and West of the right-of-way of Becks Lake Road. Less and Except: right-of-way deeded to Escambia County for Vincent Road recorded in Official Records 4941 at Page 1772.

FL 15209

Escambia County, Florida

Township 1 North, Range 31 West

Section 11: The following Lots in LEONARD TRACT SUBDIVISION as recorded in Deed Book 100 at Page 171 in the Public Records of Escambia County, Florida: Lots 56 and 57, lying North and West of the right-of-way of Becks Lake Road, and Easterly of the Louisville and Nashville Railroad right-of-way. Situated, lying and being in Escambia County, Florida.


15-1S-31
22-1S-31-1
22-1S-31-2
28-1S-31-1
16-1S-31
21-1S-31
17-1S-31
20-1S-31
18-1S-31
19-1S-31
<211S3121010010001>
1 of 1
MOBILE HWY
HILLMS RD
WALDROUP LN
MIRANDA SUE BLVD
MIDDLE VALLEY RD
LA CUMBRA RD
BEULAH SCHOOL RD
STAGECOACH RD
WILSHIRE RD
STILLER LAKE RD
ABBA LN
BRAMBLEWOOD DR
WOODSIDE RD
JENNIFER RD
CLEARWOOD RD
THORLEY TRL
THOR LN
HUNSI HAMMOCK RD
DEER LN

Application Attachment Item

6

Legal Description of Property

The Escambia County Property Appraiser's office identifies the 2 parcels as reference number:

201S31-1101-000-000 and
211S31-2101-001-001

Metes and Bounds legal from a registered land surveyor:

DESCRIPTION OF PARCEL "R":

A Parcel of land situated in the Northeast 1/4 (NE 1/4) and Southeast 1/4 (SE 1/4) of Section 20 and in the Northwest 1/4 (NW 1/4) of Section 21, Township 1 South, Range 31 West; Escambia County, Florida; Said parcel being more particularly described as follows:

Commence at the Northwest corner of Section 21 and run S 87 deg 05 min 07 sec E, along the north line of said Section 21, a distance of 330.62 feet to the Northeast corner of the W 1/2 of NW 1/4 of NW 1/4 of NW 1/4 of Section 21; thence run S 03 deg 04 min 43 sec W, along the East line of the said lands, a distance of 33.0 feet to an Iron Rod on the southerly right of way line of Helm's Road (a 66.0' right of way) and the Point of Beginning. thence run S 87 deg 05 min 07 sec E, along said right of way line, 1374.18 feet to an Iron Rod at the Northwest corner of lands described in Official Records Book 1356, page 289 (Beulah Elementary School) of the public records of said county; thence run S 03 deg 16 min 46 sec W, along the west line of said lands, 987.02 feet to a concrete monument; thence run S 87 deg 05 min 07 sec E, along the south line of said lands, 59.0 feet to a concrete monument at the Northwest corner of "Woodside Estates - First Addition", as per plat thereof recorded in Plat Book 16, page 6 of said public records; thence run S 03 deg 16 min 46 sec W, along the west line as shown on said plat, 1727.08 feet to a concrete monument at the southwest corner of said plat and the south line of said NW 1/4; thence run N 87 deg 01 min 47 sec W, along said south line, 1753.27 feet to a concrete monument at the Southeast corner of the NE 1/4 of said Section 20; thence run N 87 deg 18 min 02 sec W, along the south line of said NE 1/4, a distance of 1326.61 feet to the northeast corner of the NW 1/4 of SE 1/4; thence run S 03 deg 02 min 56 sec W, along the east line of said lands 1329.55 feet to the southeast corner thereof; thence run N 87 deg 22 min 52" W, along the south line of said lands, 1326.44 feet to the southwest corner thereof; thence run N 03 deg 02 min 27 sec E, along the west line of said lands 1331.44 feet to the northwest corner thereof; thence run S 87 deg 18 min 02 sec E, along the north line of said lands, 663.30 feet to Iron Rod at the southeast corner of the W 1/2 of SW 1/4 of NE 1/4 of said Section 20; thence run N 03 deg 02 min 35 sec E, along the east line of said lands, 1330.50 feet to an Iron Rod at the northeast corner thereof; thence run N 87 deg 13 min 09 sec W along the north line of said lands, 237.35 feet to an Iron Rod; thence run N 03 deg 02 min 27 sec E, 214.0 feet to an Iron Rod; thence run N 87 deg 13 min 09 sec W, 426.0 feet to a Nail and Disk in Pavement on the west line of said NE 1/4; thence run N 03 deg 02 min 27 sec E, along said west line, 1084.33 feet to a Nail and Disk in pavement on said southerly right of way line of Helm's Road; thence run S 87 deg 08 min 16 sec E, along said right of way line, 2321.90 feet to an Iron Rod on the west line of the E 1/2 of NE 1/4 of NE 1/4 of NE 1/4 of said Section 20; thence run S 03 deg 02 min 56 sec W, along said west line, 631.07 feet to a concrete monument at the southwest corner of said lands; thence run S 87 deg 10 min 45 sec E, along the south line of said lands, 331.69 feet to a concrete monument at the southwest corner of said W 1/2 of NW 1/4 of NW 1/4 of NW 1/4 of said Section 21; thence run S 87 deg 04 min 17 sec E, along the south line of said lands, 330.28 feet to an Iron Rod at the southeast corner thereof;

thence run N 03 deg 04 min 43 sec E, along the east line of said lands, 630.92 feet to the Point of Beginning.

Said Parcel containing 273.23 acres more or less.

SUBJECT TO:
A Permanent Easement for Ingress, Egress and Utilities across a 8.50 ft. strip of land and across a portion of a 50.0 ft. Radius Cul-De-Sac known as Hidden Valley Road in the Northwest 1/4 of the Northeast 1/4 (NW 1/4 of NE 1/4) Of Section 20 and as described in Official Records Book 4279, page 1070 of the public records of said county.

...EY, CFC
...OUNTY TAX COLLECTOR

2012 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0880-000		See Below	06	201S31-1101-000-000

2012 Real Estate 0090180.0000

OFFICE
(850) 438-6500

6700 HELMS RD BLK
E1/2 OF NE1/4 LESS E 330 FT
OF N 660 FT AND E1/2 OF
SW1/4 OF NE1/4 AND NW1/4 OF
See Tax Roll for extra legal.

6E - 00079 / 02298 1-654 JMS4002
FIGURE 8 FLORIDA LLC
9995 GATE PKWY N STE 330
JACKSONVILLE FL 32246-1897

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.9755	11,803		11,803	82.33
PUBLIC SCHOOLS					
By Local Board	2.2480	11,803		11,803	26.53
By State Law	5.5100	11,803		11,803	65.03
SHERIFF	0.6850	11,803		11,803	8.09
WATER MANAGEMENT	0.0400	11,803		11,803	0.47

RETAIN THIS PORTION FOR YOUR RECORDS

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 15.4585 AD VALOREM TAXES 182.45

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FIRE		16.28

6077/RT

PLEASE PAY ONLY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 16.28

COMBINED TAXES AND ASSESSMENTS 198.73 PAY ONLY ONE AMOUNT See reverse side for important information

Nov 30 2012	Dec 31 2012	Jan 31 2013	Feb 28 2013	Mar 31 2013	Apr 30 2013
$ 190.78	$ 192.77	$ 194.76	$ 196.74	$ 198.73	$ 204.69

AMOUNT DUE IF PAID BY

LEY, CFC
COUNTY TAX COLLECTOR

2012 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0915-150		See Below	06	211S31-2101-001-001

2012 Real Estate 0094286.0000

OFFICE
(850) 438-6500

NW1/4
LESS W1/2 OF NW1/4 OF NW1/4 OF
NW1/4 & LESS N 33 FT & E 66 FT
FOR COUNTY RD R/W & LESS N
See Tax Roll for extra legal.

6E - 00081 / 02296 3-654 JMS4022
FIGURE 8 FLORIDA LLC
9995 GATE PKWY N STE 330
JACKSONVILLE FL 32246-1897

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.9755	10,581		10,581	73.81
PUBLIC SCHOOLS					
By Local Board	2.2480	10,581		10,581	23.79
By State Law	5.5100	10,581		10,581	58.30
SHERIFF	0.6850	10,581		10,581	7.25
WATER MANAGEMENT	0.0400	10,581		10,581	0.42

RETAIN THIS PORTION FOR YOUR RECORDS

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 15.4585 AD VALOREM TAXES 163.57

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT

PLEASE PAY ONLY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

NON-AD VALOREM ASSESSMENTS 0.00

COMBINED TAXES AND ASSESSMENTS 163.57 PAY ONLY ONE AMOUNT See reverse side for important information

Nov 30 2012	Dec 31 2012	Jan 31 2013	Feb 28 2013	Mar 31 2013	Apr 30 2013
$ 157.03	$ 158.66	$ 160.30	$ 161.93	$ 163.57	$ 168.48

AMOUNT DUE IF PAID BY

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

Back

Navigate Mode Account Reference

Printer Friendly Version

General Information

Reference:	201S311101000000
Account:	090880000
Owners:	FIGURE 8 FLORIDA LLC
Mail:	9995 GATE PKWY N STE 330 JACKSONVILLE, FL 32246
Situs:	6700 HELMS RD BLK 32526
Use Code:	TIMBER 2
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2012 Certified Roll Assessment

Improvements:	$0
Land:	$11,803
Total:	$11,803
Save Our Homes:	$0

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/14/2010	6643	468	$1,006,600	WD	View Instr
05/1985	2066	460	$100	OT	View Instr
05/1984	1917	467	$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2012 Certified Roll Exemptions

None

Legal Description

E1/2 OF NE1/4 LESS E 330 FT OF N 660 FT AND E1/2 OF SW1/4 OF NE1/4 AND NW1/4 OF NE1/4 LESS S 210 FT OF W...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
20-1S-31

Approx. Acreage:
176.1700

Zoned:
AG

Evacuation & Flood Information
Open Report

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.

Last Updated:06/04/2013 (tc.1483)

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

Back

Navigate Mode Account Reference

Printer Friendly Version

General Information

Reference:	211S312101001001
Account:	090915150
Owners:	FIGURE 8 FLORIDA LLC
Mail:	9995 GATE PKWY N STE 330 JACKSONVILLE, FL 32246
Situs:	32526
Use Code:	TIMBER 2
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2012 Certified Roll Assessment

Improvements:	$0
Land:	$10,581
Total:	$10,581
Save Our Homes:	$0

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/14/2010	6643	468	$1,006,600	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2012 Certified Roll Exemptions

None

Legal Description

NW1/4 LESS W1/2 OF NW1/4 OF NW1/4 OF NW1/4 & LESS N 33 FT & E 66 FT FOR COUNTY RD R/W & LESS N...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
21-1S-31

Approx. Acreage:
99.9700

Zoned:
AG

Evacuation & Flood Information
Open Report

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.

Last Updated:06/04/2013 (tc.1486)

BOUNDARY SURVEY

OF LANDS IN
SECTIONS 20 & 21, TOWNSHIP 1 SOUTH, RANGE 31 WEST;
ESCAMBIA COUNTY, FLORIDA

DESCRIPTION OF LANDS SURVEYED:

SECTION 20 – TOWNSHIP 1 SOUTH – RANGE 31 WEST:

The West 1/2 of the Northwest 1/4 (W 1/2 of NW 1/4); The Northwest 1/4 of the Southwest 1/4 (NW 1/4 of SW 1/4); The Northeast 1/4 of the Southwest 1/4 (NE 1/4 of SW 1/4) and The Northeast 1/4 (NE 1/4).

LESS and EXCEPT:
(A) The West 1/2 of the Southwest 1/4 of the Northeast 1/4 (W 1/2 of SW 1/4 of NE 1/4);
(B) The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 (E 1/2 of NE 1/4 of NE 1/4 of NE 1/4);
(C) 2.0 Acres as described in Deed Book 71 at page 326; (Now currently in Official Records Book 6913, page 1594, Official Records Book 4769, page 19 and Official Records Book 4990, page 857).
(D) The East 10.0 ft. of the North 1043.60 ft. of the Northwest 1/4 of the Northwest 1/4 (NW 1/4 of NW 1/4)
(E) The North 33 feet for Right of Way of County Road.

SUBJECT TO:
(A) A Permanent Easement for Ingress, Egress and Utilities across a 8.50 ft. strip of land and across a portion of a 50.0 ft. Radius Cul-De-Sac known as Hidden Valley Road in the Northwest 1/4 of the Northeast 1/4 (NW 1/4 of NE 1/4) as described in Official Records Book 4279, page 1070.
(B) A Drainage Easement situated in the Northwest 1/4 of the Southwest 1/4 (NW 1/4 of SW 1/4) as described in Official Records Book 4341, page 1256.
(C) A Utility and Access Easement situated in the Northwest 1/4 of the Southwest 1/4 (NW 1/4 of SW 1/4) as described in Official Records Book 4341, page 1272.

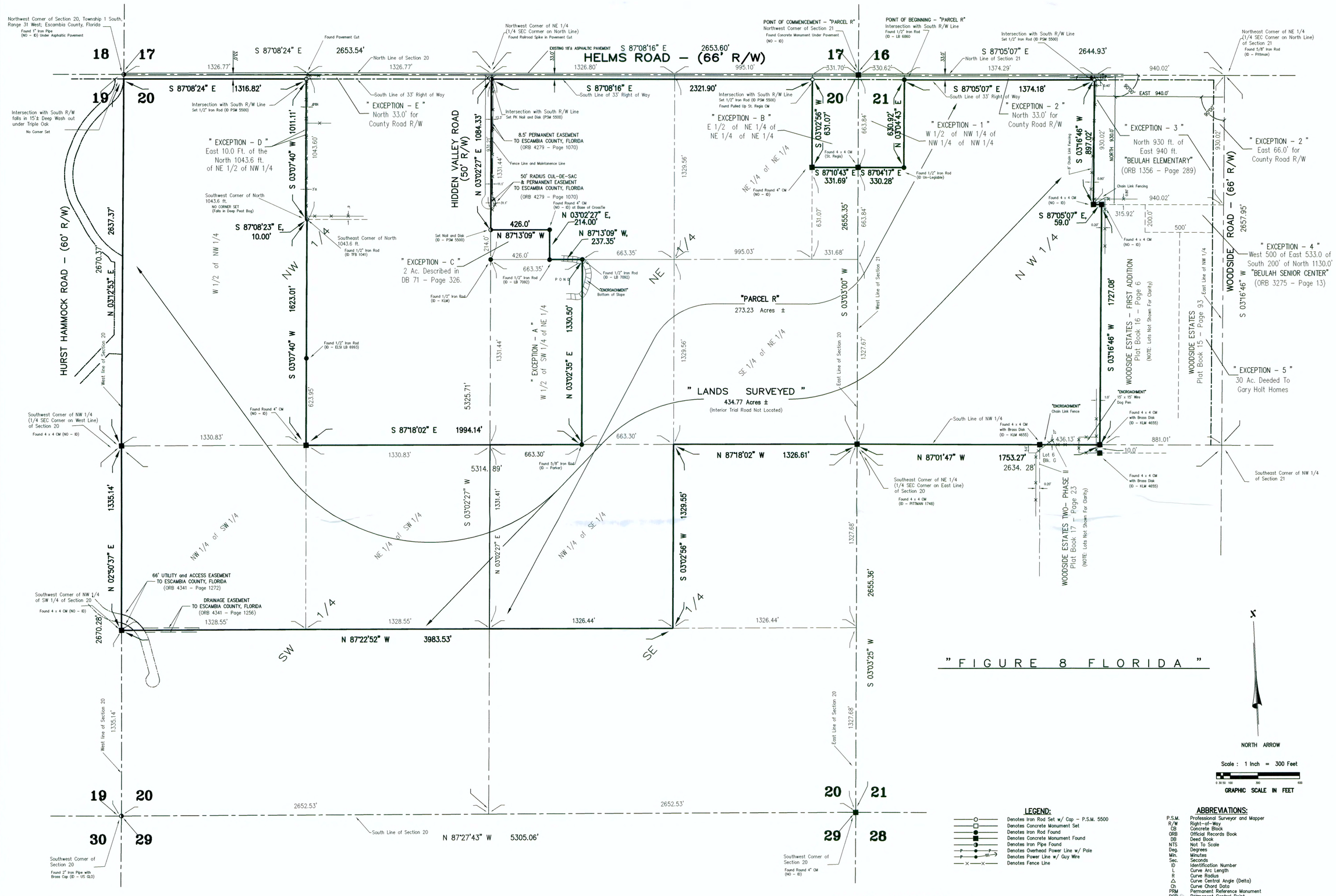
SECTION 21 – TOWNSHIP 1 SOUTH – RANGE 31 WEST:
The Northwest 1/4 (NW 1/4)

LESS and EXCEPT:
(1) The West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the NW 1/4 (W1/2 of NW 1/4 of NW 1/4 of NW 1/4).
(2) The North 33.0 feet (Helms Road) and the East 66 feet (Woodside Road) for County Right of Way.
(3) The North 930.0 feet of the East 940.0 feet of the Northeast 1/4 of the Northwest 1/4 (NE 1/4 of NW 1/4) for Beulah School Site as described in Official Records book 1356, page 289.
(4) The West 500.0 ft. of the East 533.0 ft. of the South 200.0 ft. of the North 1130.0 ft. of the Northeast 1/4 of Northwest 1/4 (NE 1/4 of NW 1/4) as described in Official Records Book 3275, page 13 (Senior Center).
(5) "Woodside Estates" according to plat thereof recorded in Plat Book 15, page 93 of the public records of Escambia County.
(6) "Woodside Estates First Addition", according to plat thereof recorded in Plat Book 16, page 6 of the public records of Escambia County.

DESCRIPTION OF PARCEL "R":

A Parcel of land situated in the Northeast 1/4 (NE 1/4) and Southeast 1/4 (SE 1/4) of Section 20 and in the Northwest 1/4 (NW 1/4) of Section 21, Township 1 South, Range 31 West; Escambia County, Florida; Said parcel being more particularly described as follows:
Commence at the Northwest corner of Section 21 and run S 87 deg 05 min 07 sec E, along the north line of said Section 21, a distance of 330.62 feet to the Northeast corner of the W 1/2 of NW 1/4 of NW 1/4 of Section 21; thence run S 03 deg 04 min 43 sec W, along the East line of the said lands, a distance of 33.0 feet to an Iron Rod on the southerly right of way line of Helm's Road (a 66.0' right of way) and the Point of Beginning. thence run S 87 deg 05 min 07 sec E, along said right of way line, 1374.18 feet to an Iron Rod at the Northwest corner of lands described in Official Records Book 1356, page 289 (Beulah Elementary School) of the public records of said county; thence run S 03 deg 16 min 46 sec W, along the west line of said lands, 987.02 feet to a concrete monument; thence run S 87 deg 05 min 07 sec E, along the south line of said lands, 59.0 feet to a concrete monument at the Northwest corner of "Woodside Estates – First Addition", as per plat thereof recorded in Plat Book 16, page 6 of said public records; thence run S 03 deg 16 min 46 sec W, along the west line as shown on said plat, 1727.08 feet to a concrete monument at the southwest corner of said plat and the south line of said NW 1/4; thence run N 87 deg 01 min 47 sec W, along said south line, 1753.27 feet to a concrete monument at the Southeast corner of the NE 1/4 of said Section 20; thence run N 87 deg 18 min 02 sec W, along the south line of said NE 1/4, a distance of 1326.61 feet to the northeast corner of the NW 1/4 of SE 1/4; thence run S 03 deg 02 min 56 sec W, along the east line of said lands 1329.55 feet to the southeast corner thereof; thence run N 87 deg 22 min 52" W, along the south line of said lands, 1326.44 feet to the southwest corner thereof; thence run N 03 deg 02 min 27 sec E, along the west line of said lands 1331.44 feet to the northwest corner thereof; thence run S 87 deg 18 min 02 sec E, along the north line of said lands, 663.30 feet to Iron Rod at the southeast corner of the W 1/2 of SW 1/4 of NE 1/4 of said Section 20; thence run N 03 deg 02 min 35 sec E, along the east line of said lands, 1330.50 feet to an Iron Rod at the northeast corner thereof; thence run N 87 deg 13 min 09 sec W along the north line of said lands, 237.35 feet to an Iron Rod; thence run N 03 deg 02 min 27 sec E, 214.0 feet to an Iron Rod; thence run N 87 deg 13 min 09 sec W, 426.0 feet to a Nail and Disk in Pavement on the west line of said NE 1/4; thence run N 03 deg 02 min 27 sec E, along said west line, 1084.33 feet to a Nail and Disk in pavement on said southerly right of way line of Helm's Road; thence run S 87 deg 08 min 16 sec E, along said right of way line, 2321.90 feet to an Iron Rod on the west line of the E 1/2 of NE 1/4 of NE 1/4 of NE 1/4 of said Section 20; thence run S 03 deg 02 min 56 sec W, along said west line, 631.07 feet to a concrete monument at the southwest corner of said lands; thence run S 87 deg 10 min 45 sec E, along the south line of said lands, 331.69 feet to a concrete monument at the southwest corner of said W 1/2 of NW 1/4 of NW 1/4 of NW 1/4 of said Section 21; thence run S 87 deg 04 min 17 sec E, along the south line of said lands, 330.28 feet to an Iron Rod at the southeast corner thereof; thence run N 03 deg 04 min 43 sec E, along the east line of said lands, 630.92 feet to the Point of Beginning.
Said Parcel containing 273.23 acres more or less.

SUBJECT TO:
A Permanent Easement for Ingress, Egress and Utilities across a 8.50 ft. strip of land and across a portion of a 50.0 ft. Radius Cul-De-Sac known as Hidden Valley Road in the Northwest 1/4 of the Northeast 1/4 (NW 1/4 of NE 1/4) Of Section 20 and as described in Official Records Book 4279, page 1070 of the public records of said county.



"FIGURE 8 FLORIDA"

LEGEND:

- Denotes Iron Rod Set w/ Cap – P.S.M. 5500
- Denotes Concrete Monument Set
- Denotes Iron Rod Found
- Denotes Concrete Monument Found
- Denotes Iron Pipe Found
- Denotes Overhead Power Line w/ Pole
- Denotes Power Line w/ Guy Wire
- Denotes Fence Line

ABBREVIATIONS:

P.S.M.	Professional Surveyor and Mapper
R/W	Right-of-Way
CB	Concrete Block
ORB	Official Records Book
DB	Deed Book
NTS	Not To Scale
Deg.	Degrees
Min.	Minutes
Sec.	Seconds
ID	Identification Number
L	Curve Arc Length
R	Curve Radius
Δ	Curve Central Angle (Delta)
Ch	Curve Chord Data
PRM	Permanent Reference Monument
PCP	Permanent Control Point

SURVEYOR'S NOTES:

This survey NOT valid unless the Signature and Original Raised Seal of a Florida Licensed Surveyor and Mapper is affixed hereon.
Unless shown otherwise no Underground Utilities, Improvements, Foundations or Installations were located on this survey.
Unless shown otherwise no Instruments of Record reflecting Easements, Right-of-Way and/or Ownerships were furnished to this Surveyor.
This Survey, as shown hereon, is NOT covered by Professional Liability Insurance.
Any Wetlands and/ or Enviromentally Sensitive Lands have NOT been located unless noted and stated otherwise.
Bearings refer to State Plane Coordinates as determined by Global Position System (GPS) for Florida North Zone from NAD83 Horizonal Datum

SURVEYOR'S CERTIFICATION:

By: _____ Date of Signature: June 2, 2013
MARK E. HARDENBROOK
Professional Surveyor and Mapper
Florida Certification No. 5500
Date of Field Survey: May 30, 2013

Job No. H-13-062-REZONE

MARK E. HARDENBROOK
PROFESSIONAL SURVEYOR AND MAPPER
Florida Certificate: L.S. 5500
1656 NE 161st Street
Starke, Florida 32091
PHONE: (352)-473-8523 & (904)-964-5777

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **582137**

Date Issued. : 06/06/2013
Cashier ID : CASTILLS

Application No. : PRZ130600015

Project Name : Z-2013-15

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	1120	$1,925.00	App ID : PRZ130600015
		$1,925.00	Total Check

Received From : FIGURE 8 FLORIDA,LLC
Total Receipt Amount : **$1,925.00**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ130600015	674614	1,925.00	$0.00	

Total Amount :	**1,925.00**	$0.00	Balance Due on this/these Application(s) as of 6/17/2013

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

Agent for Applicant

Please Print Clearly

Meeting Date: 7/1/13

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-15
X In Favor ____ Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description: Item C

*Name: Brian Brown

*Address: 9995 Gate Parkway N #330 *City, State, Zip: Jacksonville, FL 32246

Email Address: ____ Phone: 904-334-5577

Please indicate if you:

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

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

01/2012

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: July 1, 2013

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z 2013-15

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Matthew Mosley

*Address: 6370 Helms Rd *City, State, Zip: Pensacola FL 32526

Email Address: _____ Phone: _____

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
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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.

01/2012

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: July 1

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2013-15

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ depends _____ In Favor _____ Against

*Name: Karen Qualls

*Address: 6628 Helms Rd *City, State, Zip: Pensacola FL 32526

Email Address: _____ Phone: _____

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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

*All items with an asterisk * are required.*

****

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.
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01/2012

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-1-13

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-15
_____ In Favor X Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

*Name: James Higdon

*Address: 7615 Beulah School Rd *City, State, Zip: Pensacola FL, 32526

Email Address: hgdonracing@AOL.com Phone: 850-982-3318

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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

*All items with an asterisk * are required.*

****

Chamber Rules

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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.

01/2012

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: 01 JULY 2013

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: R-2013-15 **Agenda Item Number/Description:**

_____ In Favor ✓ Against "Zudunich"

*Name: Elizabeth Zdunich

*Address: 7408 Hidden Valley Rd. *City, State, Zip: Pensacola, FL 32526

Email Address: liz.zdunich@gmail.com Phone: 261-7448

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

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

*All items with an asterisk * are required.*

****

Chamber Rules

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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.

01/2012

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4570 **Growth Management Report** **14. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/08/2013
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 for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on July 1, 2013, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2013-13, Z-2013-14, and Z-2013-15 were heard by the Planning Board on July 1, 2013. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2013-_____

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

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

Section 1. Purpose and Intent.

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

Case No.:	**Z-2013-13**
Address:	12511 Lillian Highway
Property Reference No.:	02-2S-32-6000-005-002
Property Size:	3.26 (+/-) acres
From:	R-4, Multiple- Family District, (cumulative) Medium High Density (18 du/acre)
To:	C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Case No.:	**Z-2013-14**
Address:	7585 Mobile Highway
Property Reference No.:	16-1S-31-3304-000-003
Property Size:	3.92 (+/-) acres
From:	R-2, Single-Family District (cumulative), Low-Medium Density (seven du/acre)
To:	AG, Agricultural District, Low Density (1.5 acres/du)
FLU Category:	MU-S, Mixed-Use Suburban

DRAFT

Case No.:	**Z-2013-15**
Address:	6365 Helms Road
Property Reference No.:	21-1S-31-2101-001-001
	20-1S-31-1101-000-000
Property Size:	99.97 (+/-) acres
From:	AG, Agricultural District, Low Density (1.5 acres/du)
To:	R-1, Single Family District, Low Density (four du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

DRAFT

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4621 **Growth Management Report** **14. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/08/2013
Issue: 5:46 p.m. - A Public Hearing -Comprehensive Plan Text Amendment CPA-2013-02
From: T. Lloyd Kerr, AICP, Department Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Text Amendment CPA-2013-02

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance to the Comprehensive Plan Article amending Chapter 7, Future Land Use, Policy FLU 1.1.12, "Family Conveyance Exception".

At the July 1, 2013, Planning Board meeting, the Board recommended approving transmittal to DEO.

BACKGROUND:

It is the intent of the Comprehensive Plan to allow the Family Conveyance exception through the Escambia County Land Development Code (LDC) provision which allows property owners to convey parcels of property to family members as determined by the LDC.

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 Alison Rogers, 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:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2013-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "FUTURE LAND USE", POLICY FLU 1.1.12, "FAMILY CONVEYANCE EXCEPTION"; PROVIDING THAT FAMILY MEMBERS SHALL BE DEFINED BY THE LAND DEVELOPMENT CODE; 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. Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 7, "Future Land Use", Policy FLU 1.1.12 "Family Conveyance Exception" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

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~~ family member as determined by the Land Development Code 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.

Section 2. 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.

DRAFT

Section 3. **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 4. **Effective date.**

Pursuant to Section 163.3184(3) (c) 4, Florida Statutes, this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4619 **Growth Management Report 14. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/08/2013
Issue: 5:48 p.m. - A Public Hearing - LDC Ordinance Article 6, Sale of Alcohol in R-3PK as part of Condo Development
From: T. Lloyd Kerr, AICP, Department Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 6 Zoning Districts

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Article 6.05.10.B. To allow as a permitted use in the R-3PK zoning district, restaurants, including the sale of beer, wine, and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities.

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

At the July 1, 2013, Planning Board meeting, the Board recommended approval of this Ordinance.

BACKGROUND:

It is the intent of this Ordinance to add Restaurants, including the sale of beer, wine and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities, as a permitted use in R-3PK zoning.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

DRAFT

ORDINANCE NUMBER 2013-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.05.10, TO ALLOW AS A PERMITTED USE IN THE R-3PK ZONING DISTRICT, RESTAURANTS, INCLUDING THE SALE OF BEER, WINE, AND LIQUOR FOR ON-PREMISES CONSUMPTION, AS PART OF A CONDOMINIUM DEVELOPMENT OFFERING RESORT-STYLE AMENITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business,

WHEREAS, the intent of this Ordinance is to add Restaurants, including the sale of beer, wine and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities, as a permitted use in R-3PK zoning.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.10, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.10. R-3PK residential district (Perdido Key), high density.

B. Permitted uses.

4. Restaurants, including the sale of beer, wine and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities.

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 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4613 **Growth Management Report** **14. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/08/2013
Issue: 5:49 p.m. - A Public Hearing -Navy Federal Credit Union Urban Service Area USA 2013-01
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 Chapter 7, "Future Land Use Element"

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity, an Ordinance amending Chapter 7, "The Future Land Use Element," to adopt the Navy Federal Credit Union Urban Service Area; creating a new FLU 6 with associated objective and policies; amending the 2030 Future Land Use Map, adopting a boundary for the Navy Federal Credit Union Urban Service Area.

At the July 1, 2013 Planning Board meeting, the Board recommended approving transmittal to DEO.

BACKGROUND:

Florida Statute 163.3164 Community Planning Act; definitions (50) "Urban Service Area" means areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the capital improvements element. The term includes any areas identified in the comprehensive plan as Urban Service Areas, regardless of local government limitation. The agent requests a future land use (FLU) text and supporting map amendment to adopt the Urban Service Area (USA) designation for parcels totaling 317.85 (+/-) acres, under single ownership.

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 Ryan Ross, 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 to the Future Land Use map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Draft Ordinance

Application Package

Staff Analysis

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Navy Federal Credit Union Urban Service Area - Draft 7A

Date: _____

Date requested back by: _____

Requested by: Juan C. Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by [signature]

Date Received: June 27, 2013

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

I made changes to the ordinance, but not the exhibits. See my email of June 27th.

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," TO ADOPT THE NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA; CREATING A NEW FLU 6 WITH ASSOCIATED OBJECTIVES AND POLICIES; PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, TO ADOPT THE BOUNDARY FOR THE NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA; 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, Escambia County wants to implement an Urban Service Area as defined in Chapter 163.3164(50),Florida Statutes within the unincorporated areas of the county; 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:

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 "Navy Federal Credit Union Urban Service Area."

SECTION 3. IMPLEMENTATION OF NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA

Chapter 7 of the Escambia County Comprehensive Plan: 2030, as amended, is further amended to add the Goal, Objectives and Policies for the Navy Federal Credit Union Urban Service Area (Exhibit A).

SECTION 4. ADDITION TO THE 2030 FUTURE LAND USE MAP

The 2030 Future Land Use Map is amended to include the Navy Federal Credit Union Urban Service Area Boundary Map (Exhibit B).

SECTION 5. SEVERABILITY

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provision of this Ordinance.

SECTION 6. 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 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 7. EFFECTIVE DATE

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

GOAL FLU 6 NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA

Escambia County shall create the Navy Federal Credit Union Urban Service Area (NFCU Urban Service Area) and associated guidelines and policies to assure the provision of public facilities, infrastructure, and services adequate to serve new development, to encourage efficient development patterns and the efficient delivery of public services, while also protecting environmental and historical resources and facilities.

Chapter 163.3164(e)(5)(50), F.S., Community Planning Act definitions define urban service area: "Urban Service Area" means areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the capital improvements element. The term includes any areas identified in the comprehensive plan as urban service areas, regardless of local government limitation.

Goals, objectives, and policies specifically related to the NFCU Urban Service Area were adopted to identify, plan for, schedule and implement infrastructure and services needed to support the long-term, master planned development of the Navy Federal Credit Union contact center.

OBJ FLU 6.1 NFCU Urban Service Area Boundary Map

Adopt an Urban Service Area Boundary Map for the NFCU Urban Service Area and place the boundary on the Future Land Use Map.

POLICIES

FLU 6.1.1 The NFCU Urban Service Area Boundary Map indicated on the Future Land Use Map identifies the specific location and boundaries of the NFCU Urban Service Area. Areas outside the NFCU Urban Service Area boundary are not subject to the policies and guidelines that are adopted and implemented within the boundary.

FLU 6.1.2 For concurrency determination, the county shall ensure that development within the FLU 6 NFCU Urban Service Area is consistent with the Level of Service standards delineated within the comprehensive plan.

FLU 6.1.3 For the purposes of infrastructure analysis, significant public facilities evaluation shall include: sanitary sewer, solid waste, potable water, storm water management, transportation-traffic, and recreation and open space.

FLU 6.1.4 Significant natural resources evaluation shall include: wellheads, historically significant sites, and onsite natural resources.

FLU 6.1.5 The NFCU Urban Service Area shall be depicted on the Future Land Use Map and be evaluated separately in future statutorily required evaluation & appraisal reports.

FLU 6.1.6 Any addition or deletion of property or changes to the boundaries in the NFCU Urban Service Area shall be accomplished through a comprehensive plan amendment, demonstrating compliance with applicable provisions of state and local law. 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 the NFCU Master Plan (Master Plan) and in the Comprehensive Plan.

FLU 6.1.7 Development within the NFCU Urban Service Area shall be consistent with the Escambia County Comprehensive Plan and Future Land Use Map (FLUM).

FLU 6.1.8 Development within the NFCU Urban Service Area will apply and implement accepted planning principles and innovative and flexible planning strategies.

FLU 6.1.9 Development within the NFCU Urban Service Area shall support and further the following general principles:

Land Use

a. Promote efficient, compact, master-planned development to accommodate growth programs, patterns, and facilities of Navy Federal Credit Union within the NFCU Urban Service Area.
b. Encourage development patterns within the NFCU Urban Service Area that can be efficiently served with adequate public and private infrastructure and services.
c. Assure adequate identification, analysis, and protection of important natural resources through the master planning process in order to create sustainable, environmentally sensitive treatment of the resources identified.
d. Encourage development and provision of support services and facilities onsite within the NFCU Urban Service Area to serve the daily needs of the employees and visitors to the site.

Economic Development

a. Promote economic development and job creation.
b. Identify public/private partnerships that can assist Navy Federal Credit Union with the provision of onsite and offsite infrastructure and services needed to adequately support the long-term development of the NFCU Master Plan.

Transportation

a. Assure that onsite and offsite traffic circulation is adequate to provide current and future access to the site to assure essential operation of the contact center during all business hours.

b. Identify resources needed to plan for, design, program, and develop improvements to offsite roadway and transportation facilities needed to support the development of the Master Plan.

Infrastructure and Services

a. Promote efficient provision of infrastructure and services, both within the NFCU Urban Service Area and those required offsite to support future development of the Master Plan.
b. Identify and request fiscal resources needed to develop supporting offsite infrastructure, services, and systems needed to support continued development of the Master Plan in the future.
c. Coordinate with the local sanitary sewer, potable water, and solid waste service providers to assure continued adequate service throughout the future development of the Master Plan.

Capital Improvements Plan

a. Identify current and future infrastructure and service capital improvement needs in a NFCU Urban Service Area capital improvements plan (NFCU CIP).
b. Identify scheduling of capital improvements in the NFCU CIP.
c. Identify possible funding sources to provide needed capital improvements during future development of the Master Plan.

FLU 6.1.10 Development within the NFCU Urban Service Area shall provide for orderly development of land, focusing on the timing and location of development and the overall pattern of land use within the Urban Service Area.

FLU 6.1.11 The general descriptions, types of allowable non-residential uses, and intensities within the NFCU Urban Service Area shall be as provided by the underlying MU-U future land use category.

FLU 6.1.12 Development within the NFCU Urban Service Area will direct growth to an area where infrastructure and services exist or can be provided to support development at approved intensities.

FLU 6.1.13 Development within the NFCU Urban Service Area shall not adversely affect the mission of the adjacent military installation.

OBJ FLU 6.2 Economic Development

To implement the economic development principles of the NFCU Urban Service Area, and to promote strategies for long-term, master planned development, efficient provision of infrastructure and urban services, and support of a stronger economy within Escambia County.

POLICIES

FLU 6.2.1 Planned public and private provision of adequate supporting infrastructure and services throughout the future development of the NFCU Master Plan will assure continued efficient expansion of NFCU programs and the provision and expansion of future employment opportunities provided by NFCU.

FLU 6.2.2 Development within the NFCU Urban Service Area is intended to encourage desired economic development supported by adequate public and private facilities and services to retain existing jobs, and to support expansion of employment opportunities provided by NFCU.

FLU 6.2.3 Development within the NFCU Urban Service Area shall encourage compact development to assure that the extension of development related services can be made efficiently and economically.

OBJ FLU 6.3 Transportation

To implement the transportation principles of the NFCU Urban Service Area.

POLICIES

FLU 6.3.1 The County shall review development proposals within the NFCU Urban Service Area to assure adequate consideration and analysis of operation of local roadways, and assure Florida Department of Transportation (FDOT) minimum operating level of service standards for each roadway type are met.

FLU 6.3.2 For each future phase of development within the NFCU Urban Service Area, a transportation analysis shall be completed that identifies arterial and collector roads impacted by traffic generated by the phase, needed improvements to mitigate the impacts, and documents the timing and estimated cost for transportation improvements.

FLU 6.3.3 The required traffic analysis should also identify the proposed location of transit routes and the manner in which they may be integrated into the regional transportation system to support transportation access to and from the NFCU Urban Service Area.

FLU 6.3.4 Prior to initiation of any transportation analysis, the County and the applicant shall consult with FDOT representatives to discuss the analysis methodology.

FLU 6.3.5 Each phase of future development proposed shall analyze new impacts to the local and regional road network.

OBJ FLU 6.4 Infrastructure and Services

Provision of adequate public facilities to serve the NFCU Urban Service Area.

POLICIES

FLU 6.4.1 Each development phase of the NFCU Urban Service Area shall be evaluated to determine whether adequate public facilities and services exist to serve the identified needs of the NFCU Urban Service Area.

FLU 6.4.2 Public facilities and services shall be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency.

FLU 6.4.3 Procedures and guidelines governing the provision of adequate public facilities and services shall not replace or supersede any provisions of the Escambia County concurrency management system, except as may be identified within FLU 6.

FLU 6.4.4 The land development process within the NFCU Urban Service Area is intended to provide for necessary improvements so that public facility needs created by future expansion do not exceed the capacity of existing or future infrastructure systems or services.

FLU 6.4.5 Development within the NFCU Urban Service Area shall provide for onsite infrastructure systems and services through service agreements with service providers and cooperative efforts with Escambia County, in order to maintain capacity consistent with the established LOS standards for concurrency-related public facilities that are within the jurisdiction of the County.

FLU 6.4.6 Development within the NFCU Urban Service Area shall continue to provide infrastructure facilities and services, through agreements with the service providers, to serve the Heritage Oaks Commerce Park portion of the NFCU campus for which development orders were issued and development rights are vested. The Heritage Oaks Commerce Park portion of the NFCU campus is deemed to be vested for concurrency determination.

OBJ FLU 6.5 Capital Improvements Plan

Provision of a capital improvements plan to serve the NFCU Urban Service Area.

POLICIES

FLU 6.5.1 The Capital Improvements Element of the NFCU Urban Service Area shall be used to guide development of capital facilities necessary to accommodate desired future expansion within the campus, utilizing funding from all available sources.

FLU 6.5.2 Needed infrastructure facilities and services described in the Five-Year Schedule of Capital Improvements will be provided as required to support implementation and development of the NFCU Urban Service Area.

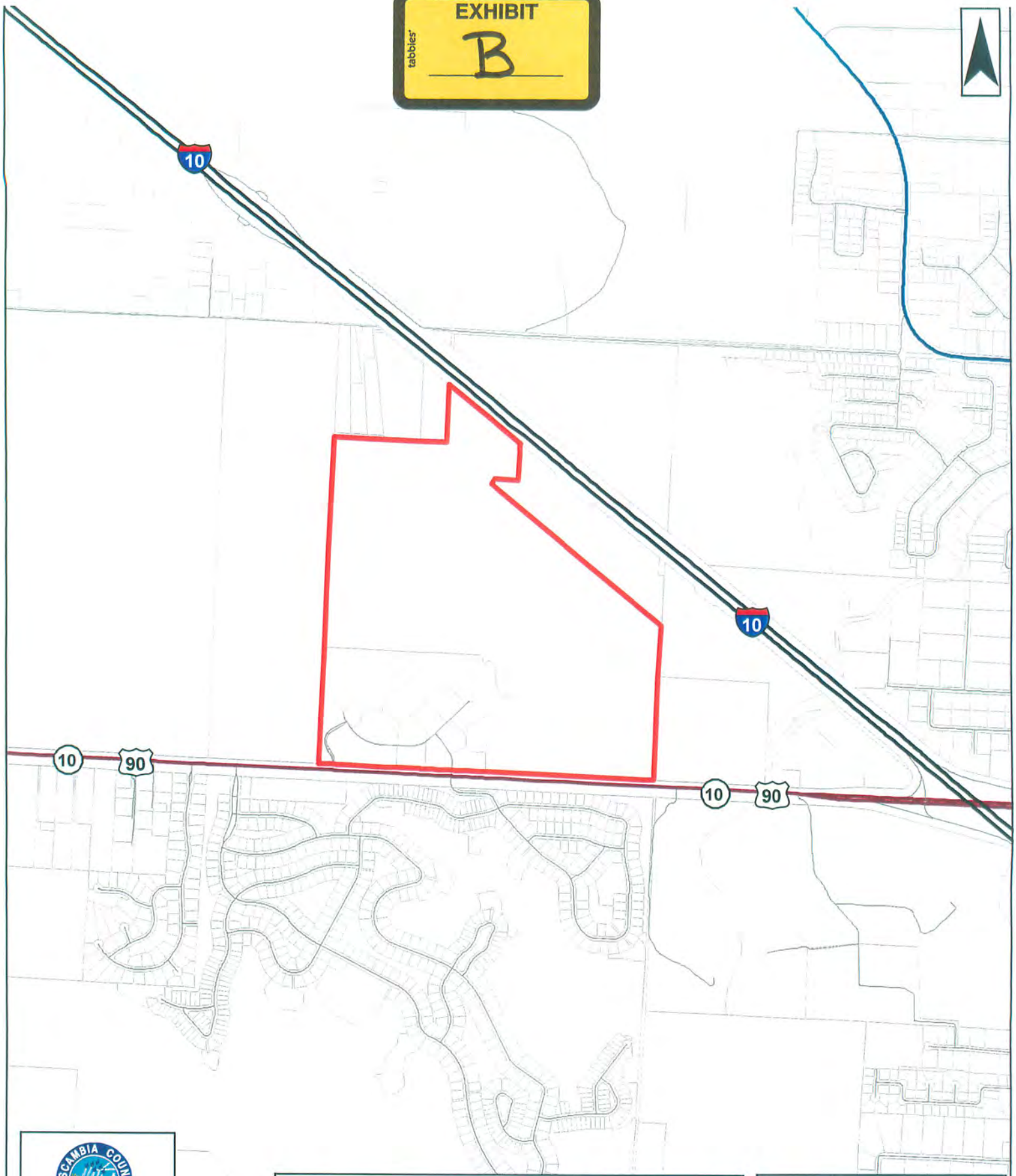
FLU 6.5.3 Public and private funding sources will be utilized to implement the Goals, Objectives and Policies of the Escambia County Comprehensive Plan, and provide a financially feasible Schedule of Capital Improvements to support future development within the NFCU Urban Service Area.

FLU 6.5.4 Federal, state, and local economic development and other fiscal resources will be obtained, to the full extent available, to maintain LOS standards and support the NFCU Urban Service Area Five-Year Schedule of Capital Improvements.

FLU 6.5.5 By April 1 of each year, the property owner shall provide a summary status report to the County on the status of capital project implementation activities within the NFCU Urban Service Area and if no new development has occurred within the previous 365 days prior to April 1, a notice shall be provided noting no new development.

EXHIBIT

B



ESCAMBIA COUNTY FLORIDA

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.

Planning and Zoning Dept.

PROPOSED URBAN SERVICE AREA

0 1,500 3,000 4,500 Ft

URBAN SERVICE AREA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

Escambia County Comprehensive Plan Amendment Application

Navy Federal Credit Union Master Plan Expansion
Urban Service Area

June 6, 2013

ATKINS

ATKINS

Atkins North America, Inc.
120 Richard Jackson Boulevard, Suite 230
Panama City Beach, Florida 32407-2516

Telephone: +1.850.236.8675
Fax: +1.850.236.8676

www.atkinsglobal.com/northamerica

June 6, 2013

Allyson Cain, Urban Planner II
Escambia County Development Services
3363 West Park Place
Pensacola, Florida 32505

Re: Navy Federal Credit Union Expansion Plan Urban Service Area Comprehensive Plan Amendment Application

Dear Ms. Cain:

The attached application is a request to create a new urban service area (USA) comprehensive plan future land use map category entitled **USA-NFCU** and to amend or add sufficient text to the comprehensive plan policies to describe and define the USA-NFCU category and how it would apply to the NFCU properties. The USA would provide a means of assuring a long-term planned program to provide infrastructure needed for NFCU expansion. We look forward to conferring with you on the specifics of how the proposed USA would function. The following documents are included with this letter in support of the request:

1. Application and Application Checklist
2. Application Data and Analysis Narrative
3. Concurrency Determination Acknowledgement
4. Affidavit of Ownership and Limited Power of Attorney
5. Legal Proof of Ownership
6. Legal Descriptions of the Property, Street Address, and Property Reference Numbers
7. Boundary Surveys
8. Checks for Application Fees

Please contact me via email at david.haight@atkinsglobal.com or by phone at (850) 236-8675) if you have any questions or need additional information for this request. Alternately, you may also contact Kimberly Aderholdt at NFCU via email at Kimberly_Aderholdt@navyfederal.org or by phone at (850) 912-0928. Thank you.

Sincerely,
ATKINS

David M. Haight, AICP, LEED Green Associate
Project Manager

Cc: Kimberley Aderholdt, NFCU
Jesse Rigby, Clark Partington Hart Larry Bond & Stackhouse
attachments

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT _____
Current FLU: _____ Desired FLU: _____ Zoning: _____Taken by:_____
Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ Receipt # _____ Date:

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Navy Federal Credit Union

Address:
820 Follin Lane

City: Vienna State: VA Zip Code: 22180

Telephone: (850) 912-0100 Deborah H. Calder, Sr. Vice President

Email: Debbie_Calder@navyfederal.org

DESCRIPTION OF PROPERTY:

Street address: 4810 West Nine Mile Road, Pensacola, FL 32526

:

Subdivision:

: None

Property reference number: Section 04 Township 1S Range 31

Parcel 1101 Lot 000 Block 000

Size of Property (acres) 241.9 (NFCU Expansion parcel; former 4H parcel) plus 65.95 acres (Heritage Oaks Commerce Park parcel) Total acreage: 307.85

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.

Deborah H. Calder, Sr Vice President, Navy Federal Credit Union 06/06/13
Signature (Property Owner) Printed Name Date

David M. Haight, Sr Project Manager, Atkins North America 06/06/13
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Jesse W. Rigby, Attorney, Clark Partington, Hart, Larry, Bond & Stackhouse 06/06/13
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 5550 Heritage Oaks Drive

City: Pensacola State: FL Zip: 32526-7855

Telephone (850) 912 - 0100 Fax # (850) 912 - 0011

Email: Debbie_Calder@navyfederal.org

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 6th day of June, year of 2013 by, Deborah H. Calder who ( ) did (X) 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.

June 6, 2013 Denise D. Leonard
Signature of Notary Public Date Printed Name of Notary
My Commission Expires November 23, 2015 Commission No. EE144701
(Notary seal must be affixed)

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 4810 West Nine Mile Road, Pensacola, FL 32526, Pensacola, Florida, Property Reference Number(s) 04-1S-31-1101-000-000, I hereby designate David M. Haight, AICP or Jesse W. Rigby, Attorney-at-Law, 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 6th day of June, the year of 2013, 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.

	06/06/13	Deborah H. Calder, Sr Vice President, Navy Federal Credit Union
Signature of Property Owner	Date	Printed Name of Property Owner
	06/06/13	David M. Haight, Sr Project Manager, Atkins North America
Signature of Agent	Date	Printed Name of Agent
	06/06/13	Jesse W. Rigby, Attorney, Clark Partington, Hart, Larry, Bond & Stackhouse
Signature of Agent	Date	Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 6th day of June, year of 2013 by, Deborah H. Calder who ( ) did (X) 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.

	June 6, 2013	Denise D. Leonard
Signature of Notary Public	Date	Printed Name of Notary

Commission No. EE144701 My Commission Expires November 23, 2015

(Notary seal must be affixed)

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Navy Federal Credit Union Master Plan Expansion Phase 1

Property reference #: Section 04 Township 1S Range 31

Parcel # 1101-000-000

Project Address: 4810 West Nine Mile Road, Pensacola, FL 32526

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 6th DAY OF June, 20 13

	Deborah H. Calder, Sr Vice President, Navy Federal Credit Union
Owner's signature	**Owner's name (print)**
	David M. Haight, Sr Project Manager, Atkins North America
Agent's signature	**Agent's name (print)**
	Jesse W. Rigby, Attorney, Clark Partington, Hart, Larry, Bond & Stackhouse
Agent's signature	**Agent's name (print)**

Future Land Use Map Amendment
Application Checklist

1. Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).

   Home Office:
   Navy Federal Credit Union
   820 Follin Lane
   Vienna, Virginia, 22180
   (850) 912-0100

   Greater Pensacola Operations:
   Deborah H. Calder, Sr. Vice President (Debbie_Calder@navyfederal.org)
   5550 Heritage Oaks Drive
   Pensacola, Florida 32526-7855
   (850) 912-0100

2. Letter of request, including reason(s) for map amendment and desired future land use category

   A letter of request is attached. The Future Land Use Map Amendment Application is attached.

3. Notarized Affidavit of Ownership and Authorization

   The notarized Affidavit of Ownership and Authorization is attached.

4. Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf

   The notarized Affidavit of Ownership and Limited Power of Attorney is attached.

5. Concurrency Determination Acknowledgement

   The Concurrency Determination Acknowledgement is attached.

6. Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.

   A copy of the deed for the Navy Federal Credit Union Master Plan Expansion parcel (4H parcel) as recorded in OR Book 6893, Page 907, of the public records of Escambia County, Florida, is attached in Appendix "F".

   A copy of deeds for the Navy Federal Credit Union Heritage Oaks Commerce Park parcels are attached in Appendix "F". The property was purchased from Escambia County in three transactions: 1. Original parcel referred to as Tract A and Tract B, Heritage Oaks Commerce Park as per Plat Book 17, Pages 60A and 60B (2003 and 2004), 2. Lots 1-8, Heritage Oaks Commerce Park as per Plat Book 17, Pages 60A and 60B (2003), and, 3. Tract S as per Plat Book 17, Pages 60A and 60B (2007), which completed acquisition of all properties within Heritage Oaks Commerce Park.

7. Street Map depicting general property location

A location map is included in the narrative.

8. Legal Description of exact property area proposed for a future land use map amendment, including:

- *Street Address*
  4810 West Nine Mile Road
  Pensacola, Florida 32526

- *Property Reference Number(s)*
  Section 04, Township 1S, Range 31W
  Parcel No. 1101-000-000

- *Boundary Survey*

  A boundary survey for the Navy Federal Credit Union Master Plan Expansion parcel (4H parcel) is attached as Exhibit "A".

  A boundary survey for the Navy Federal Credit Union Heritage Oaks parcel is attached as Exhibit "B".

- *Total acreage requested for amendment*

  Navy Federal Credit Union Heritage Oaks Parcel: 65.95 acres
  Navy Federal Credit Union 4H Parcel: 241.9 acres
  Total Acreage: 307.85 acres

9. Land Use Map Amendment Application fee

Checks for the application fee of $2,695.00 and the advertising notice deposit of $1,000.00 are attached to this application.

10. Complete Data and Analysis

The data and analysis narrative is provided in the following section.

Introduction

Navy Federal Credit Union's (NFCU), Greater Pensacola Operations is located on Nine Mile Road west of Interstate 10. NFCU proposes to expand the operation of the existing campus in Pensacola with Phase 1 to take place on adjoining property purchased in August 2012. This regional operations center houses all of Navy Federal's major business units and an expansion is needed to provide service to its over four million members. As the world's largest credit union, Navy Federal has 229 branches around the world. The subject parcels for this comprehensive plan amendment application are described in Urban Service Area - Exhibit "A", the expansion property boundary and legal description, and in Urban Service Area - Exhibit "B", the Heritage Oaks Commerce Park property boundary and legal description. Future potential phases of development proposed on the expansion site are shown for reference in Exhibit "C", Navy Federal Credit Union--Development Phases.

Existing Development

Heritage Oaks Commerce Park (OR Book, 4711, Page 1015; Plat Book 17, Pages 60 and 60A) was developed by Escambia County as a 66 acre commercial/industrial incubator facility intended to foster economic development and job creation within Escambia County. Initial phases of the NFCU campus were developed over a number of years in Heritage Oaks, as shown in the Phase 1 map indicating the existing Heritage Oaks development (Buildings B1, B2, B3, B4, and Parking Deck D1), and the initial Phase 1 of the Navy Federal Credit Union Expansion Master Plan is soon to be developed.

The commerce park campus was divided into multiple tracts variously described as Tract A, Tract B, Tract S, and Lots 1-8. Navy Federal Credit Union was the first tenant in Heritage Oaks on Tract A (Building B1), and as NFCU expansion continued incrementally, NFCU ultimately became the only tenant in the commerce park. In December 2004, NFCU purchased the remainder of the developed lots within Heritage Oaks (Lots 1-8) from Escambia County, and later also purchased Tract S in 2007 to place the entirety of Heritage Oaks Commerce Park (now also named the Brian L. McDonnell Center) in NFCU ownership. Development of NFCU facilities continued after the commerce park came under the control of NFCU (Building B4). Table 1 below provides data on previous NFCU development within Heritage Oaks.

Table 1.
Previous Navy Federal Credit Union Development within Heritage Oaks Commerce Park

Building/Phase	Type	Floor Area (sq.ft.)	Year Constructed
Building B1	Offices/Contact Center/Branch	58,000	2003
Building B2	Office/Contact Center	154,000	2007
Building B3	Offices/Amenities	165,000	2009
Building B4	Offices/Mixed Use	225,000	2011
	Total Floor Area (sq.ft)	602,000	
Parking Deck D1	Parking Deck/Central Energy Plant		2008

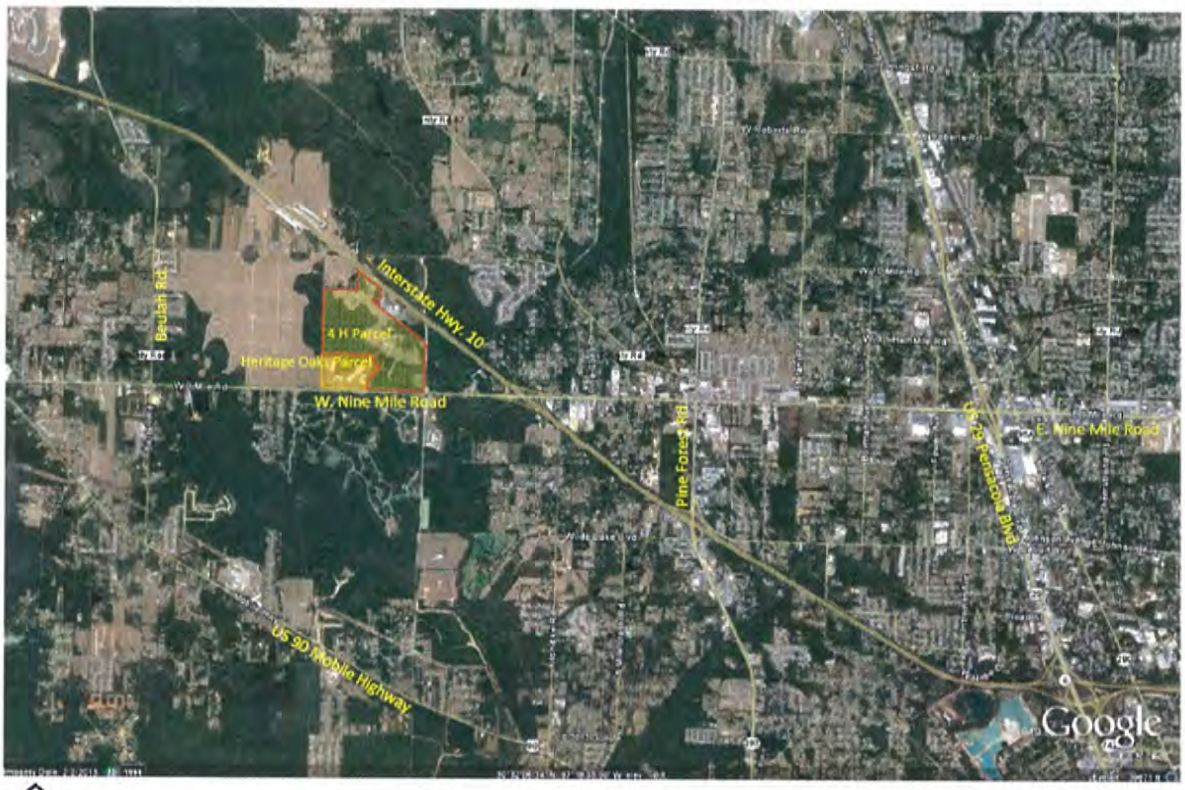
Vesting of Existing Development within Heritage Oaks

As the NFCU campus developed within Heritage Oaks incrementally, each building and phase was reviewed by Escambia County for consistency with the comprehensive plan, local development codes, and concurrency requirements for infrastructure and services. As each local development order was issued, local review determined that sufficient capacity of infrastructure either existed to support the proposed

development, or was provided for by NFCU or the service providers. The completed development within Heritage Oaks indicated in Table 1 is vested and does not require further impact analysis.

Proposed Development

Navy Federal Credit Union is proposing further expansion on the former 4H property and is hopeful that additional expansion, beyond the planned Phase 1, will be needed in the future to serve an increased number of NFCU members. Growth in the general economy, and more specifically growth in NFCU membership and services, will help drive future expansion plans. The adoption of the NFCU Urban Service Area will provide the growth management future land use framework for expansion of the NFCU campus beyond the planned Phase 1.



Project Location Map

Navy Federal Credit Union
Urban Service Area Comprehensive Plan Amendment

ATKINS
June 6, 2013

Table 2 below indicates proposed development in NFCU Master Plan Expansion Phase 1 of Buildings B5 and B6, the Central Energy Plant 2, Recreation Facilities, and Parking Deck D2, along with surface parking access roadways, and supporting stormwater management facilities and utility infrastructure.

Table 2.
Navy Federal Credit Union Master Plan Phase 1 Expansion on the 4H Property

Building	Type	Floor Area (sq.ft. NLA)	Year Constructed
Phase 1			
Building B5	Offices/Contact Center	215,469	2013-2014
Building B6	Office/Contact Center	147,153	2014-2015
	Total Office Floor Area (sq.ft. NLA)	267,627	
Central Energy Plant 2	Campus Energy Production	36,005	2014-2015
	Total Floor Area (sq.ft.)	303,632	
Parking Deck D2	Parking Deck/Central Energy Plant		2015
Surface Lots	Parking Lots and Access Roadways		2013-2015
Infrastructure and Stormwater Management Facilities			2013-2015
Recreation Facilities			2013-2015

Notes:
1. Floor areas are based on preliminary concept plans for the buildings and may change during final design.
2. All construction dates are estimated, based on present programmed development plans, and may be altered during the design and construction phases.
3. NLA refers to net leasable area and does not include elevator penthouses, mechanical spaces, and other non-occupied spaces.

Table 3 provides an estimate of potential future development within the USA-NFCU parcels.

Table 3.
Navy Federal Credit Union Master Plan Future Phased Expansion on the 4H Property

Building	Type	Floor Area (sq.ft. NLA)	Year Constructed
Phase 2			
Building B7	Offices/Contact Center	115,598	2016 -2019
Building B8	Office/Contact Center/Commons	152,029	2016-2019
Warehouse	Storage and Warehousing	50,000	2016-2018
	Total Floor Area (sq.ft.)	317,627	
Parking Deck D3a & D3b	Parking Deck		2016-2019
Surface Lots	Parking Lots and Access Roadways		2016-2019
Phase 3			
Building B9	Offices/Contact Center	115,598	2019-2021
Building B10	Office/Contact Center/Commons	152,029	2019-2021
	Total Floor Area (sq.ft. NLA)	267,627	
Parking Deck D4	Parking Deck		2021
Surface Lots	Parking Lots and Access Roadways		2019-2021
Infrastructure and Stormwater Management Facilities			2019-2021

Notes:
1. Floor areas are based on preliminary concept plans for the buildings and may change during final design.
2. All construction dates are estimated, based on potential development plans, and may be altered during the design and construction phases.
3. NLA refers to net leasable area and does not include elevator penthouses, mechanical spaces, and other non-occupied spaces.

Rezoning for Navy Federal Credit Union Master Plan Expansion Site

The zoning designation of the NFCU Master Plan Expansion Site was amended by order of the Escambia County Board of County Commissioners executed on January 7, 2013 from Agricultural (AG) to Industrial-Commerce Park (ID-CP) (Case No. Z-2012-29), consistent with the locational criteria required by Article 7, Section 7.20.07 Industrial locational criteria (ID-CP, ID-1, ID-2) of the Escambia County Land Development

Code, and Policy FLU 1.3.1 Future Land Use Categories under Objective FLU 1.3 Future Land Use designations of the Escambia County Comprehensive Plan. The rezoning was conditioned on approval of the NFCU comprehensive plan amendment noted below.

Comprehensive Plan Amendment for Navy Federal Credit Union Master Plan Expansion Site

The Escambia County Comprehensive Plan Future Land Use Map category for the Navy Federal Credit Union property parcel described in Exhibit "A" was amended from Recreation (REC) to Mixed Use-Urban (MU-U) on April 2, 2013 by adoption of Ordinance 2013-12 by the County Commission.

Compatibility of the Proposed Development with the Comprehensive Plan Category and Zoning District

During the recent review of the comprehensive plan future land use map amendment and rezoning of the parcel, Escambia County reviewed compatibility of the plan amendment and rezoning application with both the comprehensive plan and land development code. In the process of adopting the required ordinances, the County Commission found the map amendment and rezoning to be consistent with both the Comprehensive Plan and Land Development Code. Review and approval of final development plans for each phase must occur prior to the granting of a development order for the phase.

Comprehensive Plan Data and Analysis

Adoption, Implementation, and Effect of the Navy Federal Credit Union Urban Service Area

The purpose of this proposed comprehensive plan map and text amendment is to create an urban service area consistent with Chapter 163, Florida Statutes, as an alternative to Development of Regional Impact (DRI) review processes described in Chapter 380, F.S. Prior to 2011 legislative amendments to Chapter 163, local governments were encouraged to designate an urban service area, and urban service areas and boundaries were defined in the statute. Subsequent legislative amendments removed much of the definition and direction regarding urban service areas and left the development of urban service areas, boundaries, and policies to the discretion of local governments. Currently an urban service area is defined in Chapter 163.3164 (50) as:

> *(50) "Urban service area" means areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the capital improvements element. The term includes any areas identified in the comprehensive plan as urban service areas, regardless of local government limitation.*

In addition to other exempt types of developments, large scale, long-term projects that typically require DRI review can be exempt from review as provided in Chapter 380.06 (24)(l), if the development is within an urban service area:

> *380.06 Developments of regional impact.-*
> *(24) SATUTORY EXEMPTIONS.-*
> *(l) Any proposed development within an urban service boundary established under s. 163.3177(14), Florida Statutes (2010), which is not otherwise exempt pursuant to subsection (29), is exempt from this section if the local government having jurisdiction over the area where the development is proposed has adopted the urban service boundary and has entered into a binding agreement with jurisdictions that would be impacted and with the Department of Transportation regarding the mitigation of impacts on state and regional transportation facilities.*

It is the intent of this proposed comprehensive plan amendment to create the Navy Federal Credit Union Urban Service Area (USA-NFCU) land use category encompassing all of the property parcels owned by NFCU, which include the expansion property described in Exhibit "A", and the Heritage Oaks Commerce Park property described in Exhibit "B".

A framework of the capital facilities program is included in this application narrative in Appendix "A", however, a schedule of needed improvements to address impacts will be determined incrementally over time as development proposals are submitted for review by Escambia County and regulatory agencies. Through this mechanism, as development impacts are determined, needed mitigating infrastructure improvements may be triggered.

Table 4
Proposed Transportation Capital Improvements Required to Mitigate Impacts for all Phases

Phase	Development Proposed	Start Date	Occupancy Date/ Trigger Date	Potential Onsite Improvement Needed or Potential Offsite Mitigation Triggered
Preliminary	Driveway Improvements to Serve Existing NFCU Campus	2013	Finish 2014	▪ Convert SB to WB lane to add SB to EB left turn lane movement (striping/arrow only); ▪ Add second EB receiving lane to south side of Nine Mile Road; ▪ Modify signal to accommodate turning movements
1	Building B5	2013	2014	Onsite: ▪ Construct Navy Federal Way and additional driveway to the west to serve Phase 1 parking lots Offsite: ▪ Construct additional right turn lanes on Nine Mile Road to Navy Federal Way and west driveway entrance ▪ Add signal at Navy Federal Way
	Building B6	2014	2015	
	Parking Deck D2	2015	2015	
	Central Energy Plant	2014	2015	
	Recreation Facilities	2013	2015	
2	Building B7	2016	2019	Onsite: ▪ Construct extension to Navy Federal Way to Buildings B7 and B8 and entrance to Parking Deck D3; ▪ Construct North connecting service road from B7-B10 complex to connect to the recreation complex and existing NFCU campus Offsite: To be determined: ▪ Future development near the NFCU-USA, in addition to future development onsite, may trigger the need for improvements to Nine Mile Road and at intersections with Nine Mile Road at intersecting streets, and at I-10.
	Building B8	2016	2019	
	Parking Deck D3	2018	2018	
	Warehouse	2015	2015	
3	Building B9	2019	2021	Offsite: To be determined: ▪ Future development near the NFCU-USA, in addition to future development onsite, may trigger the need for improvements to Nine Mile Road and at intersections with Nine Mile Road at intersecting streets, and at I-10.
	Building B10	2019	2021	
	Parking Deck D4	2021	2021	

Assurance of Adequate Public Facilities

A. Sanitary Sewer. In a letter dated April 25, 2013, Emerald Coast Utilities Authority (ECUA) guaranteed the availability of sanitary sewer system capacity to serve the proposed Phase 1 expansion for a period of one year from the date of the letter. The letter is attached in Appendix "B" of this application narrative. NFCU will be responsible for payment of wastewater capacity impact fees.

B. Solid Waste. Solid waste collection is provided in Escambia County by ECUA and private solid waste collection companies, each of which has the ability to add collection equipment to serve new development as the need comes on line. The Perdido Landfill, owned and operated by Escambia County, has ample disposal capacity to service expansion within the USA-NFCU boundary. A letter from Waste Management stating ability and capacity to service the solid waste and recycling needs of NFCU is attached in Appendix "B" of this application narrative.

C. Potable Water. In a letter dated April 25, 2013, Emerald Coast Utilities Authority (ECUA) guaranteed the availability of water supply system capacity to serve the proposed Phase 1 expansion for a period of one year from the date of the letter. The letter is attached in Appendix "B" of this application narrative. NFCU will be responsible for payment of water capacity impact fees.

D. Stormwater Management. Navy Federal Credit Union has sufficient property available to provide ample stormwater storage and treatment capacity in compliance with state and local statutes, ordinances and regulations.

E. Traffic. The NFCU Master Plan Expansion Urban Service Area traffic study is attached in Appendix "C" in its entirety, and is made a part of this application by reference.

Add statements on traffic study here and amplify on the scheduling of capital improvements after discussion with County staff.

F. Recreation and Open Space. Navy Federal Credit Union has ample acreage within the proposed USA-NFCU boundary to satisfy all county requirements for recreation and open space to support the planned development.

G. Electrical Power. In a letter dated May 13, 2013, Gulf Power Company confirmed their ability and willingness to serve the proposed Phase 1 expansion, and to assist in the development of an alternative feed source for redundant power service. The letter states that both sources of power are adequate to serve both the short term and long term needs of NFCU as the campus expands. The letter is attached in Appendix "B" of this application narrative.

H. Schools. NFCU requests that the NFCU Urban Service Area prohibit residential uses, which are not consistent with the potential future development plans of NFCU. Residential development density and location are the primary drivers for demand for future school facilities. Therefore, the USA-NFCU designation will have no direct impact on either the need or location of future school facilities. Future NFCU employees may come from the existing unemployed residents of Escambia,

or alternatively, the location for the need (if any) for future school facilities will be driven by areas of future residential development in the County.

2. Proximity to and impact on the following:

   A. Wellheads. As stated in the approved comprehensive plan future land use amendment (attached in its entirety as Appendix "D"), the entire USA-NFCU parcel is located approximately 7,500 feet west from the nearest wellhead, owned by ECUA and is located beyond the 1,000 foot radius buffer zone required for wellhead protection.

   B. Historically Significant Sites. A historical/cultural survey of the USA-NFCU parcels was performed by Benjamin Aubuchon and L. Janice Campbell of Prentice Thomas and Associates and summarized in a final report dated April 2013 (attached in its entirety in Appendix "E"). The survey found historic features related to the original 4H uses of the east parcel indicated in Exhibit "A", but found no features determined to be of significance. In a letter dated May 13, 2013, Robert F. Bendus, Director of the Division of Historical Resources and State Historic Preservation Officer (SHPO), concurred with the findings of the survey. (SHPO letter attached in Appendix "E")

   C. Natural Resources. A natural resources survey and study has been performed on the USA-NFCU parcels by 4D Environmental. During the study representatives of NFCU and 4D Environmental met with regulatory representatives of the Florida Department of Environmental Protection and the US Army Corps of Engineers to discuss and verify wetland and other environmental features on the site. Representatives of each entity have additionally met to discuss wetland and vegetation protection, stormwater management methods, and application procedures. An FDEP/WMD Environmental Resource Permit application has been submitted to address the construction and operation of stormwater management facilities on the site. Wetland impacts have been identified and are being addressed in a unified plan on the site. As stated in the staff analysis in the comprehensive plan FLU amendment package attached in Appendix "D", "The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained." The agencies have been contacted and appropriate applications have been submitted to perform work proposed in Phase 1, and all future phases will meet this requirement.

4. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

   A thorough analysis of consistency of the proposed land uses and activities proposed for the property, and criteria for development, was completed during the review of the previous NFCU comprehensive plan future land use map amendment by the County staff (Ordinance 2012-12, executed April 2, 2013), including analysis of consistency of the application with specific policies of the Plan. See Appendix "D". The NFCU Urban Service Area, (**USA-NFCU**) is a proposed new future land use category that will apply on the NFCU Master Plan Expansion properties described in Exhibits "A" and "B". It will apply an additional level of assurance of adequate public facilities, proper timing, scheduling, and pacing of growth, mitigation of future offsite transportation impacts, and binding agreements as to each. It will further restrict the existing land uses and activities presently permissible on the parcel by eliminating residential uses as an allowable use. The proposed **USA-NFCU** future land use category follows:

Table 5
Proposed USA-NFCU Future Land Use Category

FLUM Designation	General Description	Allowable Uses	Standards
Urban Service Area Navy Federal Credit Union (USA-NFCU)	The USA-NFCU land use category is intended to provide a guiding framework for the provision of well-planned, long-term adequate public and private infrastructure facilities and services to serve the existing Navy Federal Credit Union campus (Heritage Oaks Commerce Park), and the proposed master-planned expansion of the Navy Federal Credit Union Escambia County campus.	The USA-NFCU land use category will include all land uses and activities allowed within the Mixed-Use Urban (MU-U) category, except residential uses. Allowable uses include: • Retail and Services • Professional Office • Light Industrial • Recreational Facilities • Public and Civic	Maximum Intensity: 2.0 Floor Area Ratio (FAR)
The USA-NFCU urban service area is intended to be consistent with and further the definition provided in Chapter 163.3164 (50), F.S., and consistent with the statutory exemption provided for in Chapter 380.06 (24)(l), F.S.			

Table 6 provides proposed policy language to guide and direct capital improvements within the Navy Federal Credit Union Urban Service Area (USA-NFCU), and consistency with similar policy language in the Escambia County Comprehensive Plan (ECCP).

Table 6
Consistency of the Application for Comprehensive Plan Map and Text Amendment with the Comprehensive Plan

Comprehensive Plan Policy	Proposed USA-NFCU Policy	Consistency
Capital Improvements Element		
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.	**GOAL CIE 1 CAPITAL FACILITIES** The Capital Improvements Element of the NFCU Urban Service Area shall be used to guide development of capital facilities necessary to accommodate desired future expansion within the campus, utilizing funding from all available sources.	Overarching goal of the ECCP and the USA-NFCU CIE.
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.	**OBJ CIE 1.1 Capital Improvements Funding** The land development process within the NFCU Master Plan Expansion Urban Service Area is intended to provide or require provision of needed improvements so that public facility needs created by future expansion do not exceed the capacity of existing or future infrastructure systems or services.	Policy intended to duplicate ECCP policy on adequate facilities and services within the USA-NFCU CIE.
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.	**CIE 1.1.2 LOS Standards.** NFCU shall provide onsite infrastructure systems and services through service agreements with service providers, and cooperative efforts with Escambia County, in order to maintain capacity	Policy intended to assure adequate facilities and services within the USA-NFCU CIE by agreement with service providers, and through
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.	consistent with the established LOS standards for concurrency-related public facilities that are within the jurisdiction of the County.	additional agreements with Escambia County, which may include a development agreement adopted pursuant to §163.3220, et seq.
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 1.1.3 Vested Development.** NFCU shall continue to provide infrastructure facilities and services, through service agreements with the service providers, to serve the Heritage Oaks Commerce Park portion of the NFCU campus for which development orders were issued and development rights are vested. The Heritage Oaks Commerce Park portion of the NFCU campus is deemed to be vested for concurrency determination.	Proposed policy notes previous Heritage Oaks Commerce Park portion of the NFCU campus is vested for concurrency.
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 1.1.4 Concurrency.** NFCU shall work with Escambia County and other providers of public facilities and services to provide infrastructure facilities and services needed to support development concurrent with the impacts of such development within the NFCU Urban Service Area.	Policy is consistent with and furthers the CIE policies of the ECCP.
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.	**CIE 1.1.5 Concurrency Management within the NFCU Urban Service Area.** NFCU will maintain concurrency management consistent with the Escambia County Concurrency Management System Element.	Policy is consistent with and furthers the CIE policies of the ECCP.
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.	**OBJ CIE 1.2 Five-Year Schedule** NFCU shall maintain a Five-Year Schedule of Capital Improvements as the specific guide to determine construction of needed capital facilities and maintenance of LOS standards to support development expansion within the NFCU Urban Service Area.	Policy is consistent with and furthers the CIE policies of the ECCP.
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	**CIE 1.2.1 Project Prioritization.** NFCU will either arrange for or provide for needed infrastructure facilities and services within the NFCU Urban Service Area described in the Five-Year Schedule of Capital Improvements in a timely manner as required to support implementation and development of the NFCU Master Plan Expansion.	Although specific only to the NFCU Urban Service Area, the proposed policy is consistent with and furthers the CIE policies of the ECCP.

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 (NWFWMD), Escambia County School Board, Florida Department of Transportation, and other state agencies or entities that provide public facilities within the jurisdiction of Escambia County.		
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.	OBJ CIE 1.3 Fiscal Policies Navy Federal Credit Union will seek public and private funding sources to implement the Goals, Objectives and Policies of the Escambia County Comprehensive Plan, and provide a financially feasible Schedule of Capital Improvements within the NFCU Urban Service Area.	The following policies propose seeking funding through a variety of public, as well as private funding sources.
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 1.3.1 Fiscal Resource Objectives. Navy Federal Credit Union will seek federal, state, and local economic development and other fiscal resources, to the full extent available, to maintain LOS standards and support the NFCU Urban Service Area 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 1.3.6 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.	**CIE 1.3.2 Capital Improvements Schedule.** The NFCU Urban Service Area Five-Year Schedule of Capital Improvements shall be financially feasible, consisting of committed and planned funding sources.	Policy is consistent with and furthers the CIE policies of the ECCP.
OBJ CIE 1.4 Annual Review Review the Capital Improvements Element each year, amend as necessary.	**OBJ CIE 1.4 Annual Review** The NFCU Urban Service Area Capital Improvements Element shall be reviewed each year and amended as necessary as future expansion is planned within the NFCU Master Plan Expansion area.	Policy is consistent with and furthers the CIE policies of the ECCP.
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 1.4.1 Implementation Summary Status Report.** By April 1 of each year, NFCU shall provide a summary status report to Escambia County on the status of capital project implementation activities within the NFCU Urban Service Area, and if no new development has occurred within the previous 365 days prior to April 1, a notice shall be provided noting no new development.	The proposed policy is consistent with, similar to, and furthers, the CIE policies of the ECCP.
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 1.4.2 LPA Implementation Review.** By June 1 of each year, NFCU shall report to the County its evaluation of the implementation of the NFCU Capital Improvements Element during the previous 365 days prior to June 1. The report shall contain needed improvements to maintain LOS standards and any adjustments necessary to the Capital Improvements Element.	The proposed policy is consistent with, similar to, and furthers, the CIE policies of the ECCP.
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 1.4.4 LOS Project Schedule Modification.** The NFCU Urban Service Area annual summary status report to the County shall be deemed to be sufficient to report elimination, deferral, or delays in the scheduled date of construction of any capital project(s) listed in the NFCU Five-Year Schedule of Capital Improvements, which is/are needed to support expansion of the NFCU Master Plan Expansion.	The proposed policy is consistent with and furthers the CIE policies of the ECCP.
CIE 1.4.5 Capital Improvements Adoption. Adoption of the Capital Improvements Element may occur at a single public hearing.		

Future Land Use Element		
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.	GOAL FLU 1 FUTURE DEVELOPMENT PATTERN The NFCU Master Plan Expansion Urban Service Area provides a planning framework that defines, supports, and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.	The proposed Navy Federal Credit Union Urban Service Area supports and provides long-term, master-planned development that provides desired economic vitality to Escambia County.
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.	OBJ FLU 1.1 Growth Strategies The NFCU Master Plan Expansion Urban Service Area will apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.	The proposed Navy Federal Credit Union Urban Service Area applies a well-accepted method of providing for and assuring adequacy of public and private infrastructure to support desired orderly and balanced growth in the community.
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 1.1.1 Development Consistency. Development within the NFCU Urban Service Area shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).	The proposed policy is consistent with and furthers the FLU policies of the ECCP.
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 1.1.3 Principles and Methodologies. The NFCU Master Plan Expansion Urban Service Area will apply and implement accepted planning principles and innovative and flexible planning strategies.	The proposed policy is consistent with and furthers the FLU policies of the ECCP.
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.	OBJ FLU 1.3 Future Land Use Map Designations The NFCU Urban Service Area (USA-NFCU) land use category is intended to encourage desired economic development supported by adequate public and private infrastructure facilities and services.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to protection of resources and the provision of adequate public and private supporting facilities.
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.	FLU 1.3.1 Future Land Use Categories. The general descriptions, types of allowable non-residential uses and intensities within the USA-NFCU land use category are outlined in Table 6, attached. Table 6	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to protection of resources and the provision of adequate public and private supporting facilities.
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.	GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES The NFCU Urban Service Area shall promote strategies for long-term, master-planned development, efficient provision of infrastructure and urban services, the protection of natural resources, and support of a stronger economy within Escambia County.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth, the protection of resources, and provision of adequate public and private supporting facilities.

OBJ FLU 2.1 Urban Development Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.	OBJ FLU 2.1 Urban Development The Navy Federal Credit Union Urban Service Area will direct growth to an area where infrastructure and services exist or can be provided to support development at approved intensities.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth and provision of adequate public and private supporting facilities.
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 2.1.1 Infrastructure Capacities. The Navy Federal Credit Union Urban Service Area encourages development in an area suitable for Mixed-Use Urban (MU-U) uses with sufficient central water and sewer system capacity to accommodate higher intensity development.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth and provision of adequate public and private supporting facilities.
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.	OBJ FLU 2.2 Provision of Public Services The Navy Federal Credit Union Urban Service Area will promote orderly and balanced well-planned, long-term growth and development seeking to provide cost-efficient public services and facilities that will support economic and job expansion.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth and provision of adequate public and private supporting facilities.
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 2.2.1 Location. Public facilities and services within the NFCU Urban Service Area 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 NFCU to accomplish the installation or location of public facilities and/or services.	The proposed USA-NFCU land use category is consistent with and furthers the FLU policies of the ECCP related to well-planned growth and provision of adequate and efficient public and private supporting facilities while minimizing impacts on natural resources.
GOAL FLU 4 MILITARY INSTALLATIONS Escambia County shall support the missions of local military installations.	GOAL FLU 4 MILITARY INSTALLATIONS The NFCU Urban Service Area programs and policies shall support the missions of adjacent military installations.	The NFCU Master Plan Expansion Urban Service Area policies, guidelines, and CIP will be consistent with the ECCP Goal.

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).	**OBJ FLU 4.1 Compatibility and Encroachment.** Recognize the economic and historical significance of retaining local military installations and address compatibility and encroachment issues.	The NFCU Master Plan Expansion Urban Service Area policies, guidelines, and CIP will be consistent with the ECCP Objective.
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 4.1.1 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.	The NFCU Master Plan Expansion Urban Service Area policies, guidelines, and CIP will be consistent with the ECCP Policy. Since the NFCU Master Plan Expansion is a long-term master-planned effort, compatible features of the plan ensure limited encroachment on, and impact from, the adjacent military facility.
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 4.1.2 Infrastructure Impacts.** The Navy Federal Credit Union Master Plan Expansion Urban Service Area will coordinate with other agencies or organizations that provide necessary infrastructure (i.e. streets and utilities) to limit, mitigate, and control the possible growth-inducing impacts of service extensions common to both the adjacent military facility and the USA-NFCU.	The policy assures coordination between NFCU and the adjacent military installation.
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 4.1.3 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. NFCU shall support and proceed with infrastructure projects that would have a positive impact on both the adjacent military installation and the NFCU Master Plan Expansion Urban Service Area.	

Note:

1. Other ECCP policies or policies specific to the USA-NFCU category deemed to be necessary may be added during review of this application.
2. If during review of this comprehensive plan amendment application, the County desires to include the policy statements included above in the comprehensive plan, or to memorialize them in an agreement, they may be re-numbered to be specific to the Plan or agreement.

Demonstrated Need for the Navy Federal Credit Union Master Plan Expansion Urban Service Area

NFCU acquired substantial additional acreage (former 4-H Club property) to provide space for not only the currently planned Phase 1 expansion, but for potential additional future growth. Growth past Phase 1 will depend on a number of factors that cannot be predicted accurately today, including: general national economic health; growth in NFCU membership; demand from NFCU members for additional financial services; and the willingness of local and state government officials to continue to work with NFCU to provide the support infrastructure that may be needed to grow beyond Phase 1.

The adoption of the requested NFCU Urban Service Area is an important step in the path forward. It allows more of the necessary future growth management decisions to be placed firmly within the control of the County Commission, which is the governmental body in the best position to make informed decisions about what is best for the citizens of Escambia County.

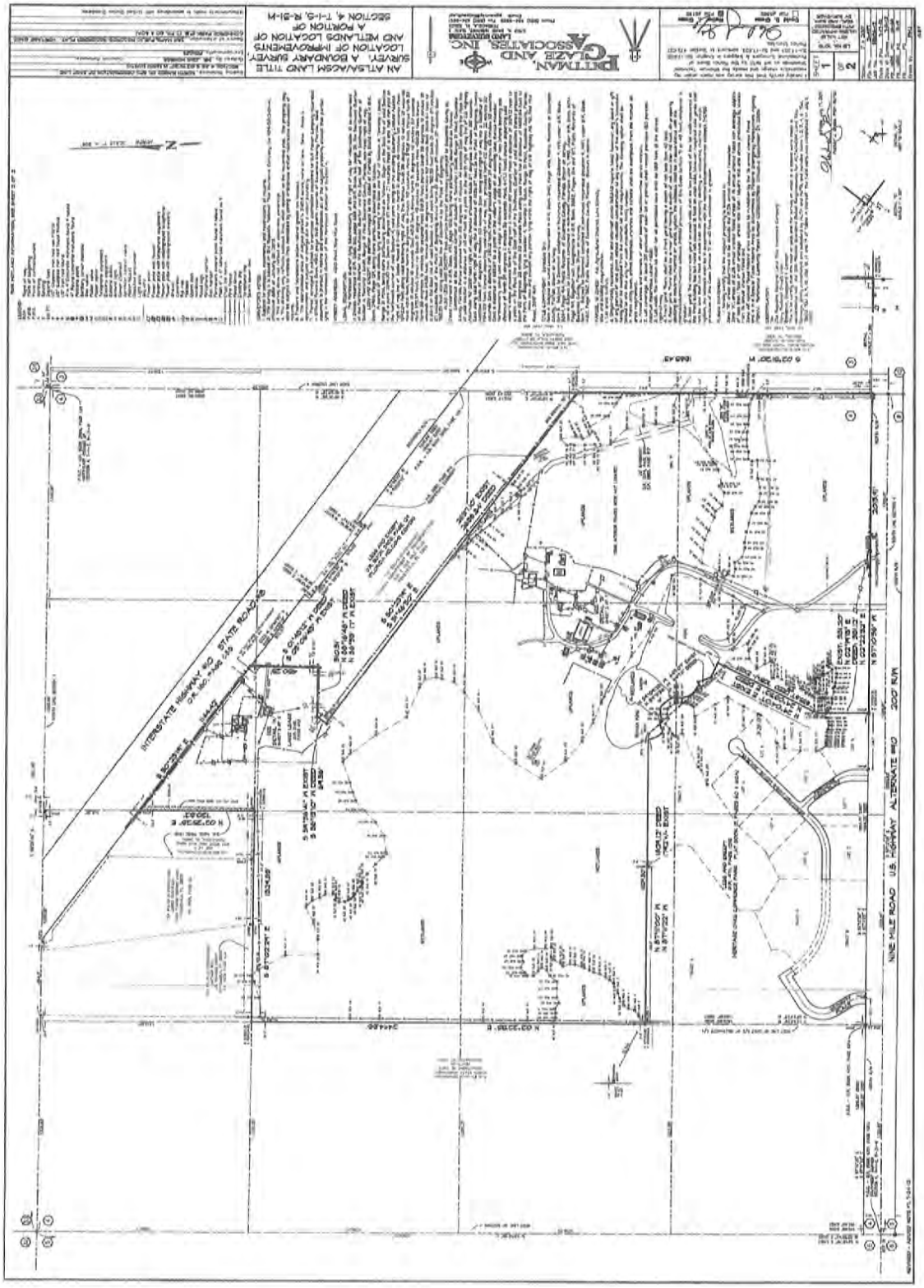
Exhibits

Exhibit "A"

Urban Service Area Boundary and Legal Description

Expansion Parcel (4H Property)

NTS



June 2013

Navy Federal Credit Union

Urban Service Area - Exhibit A

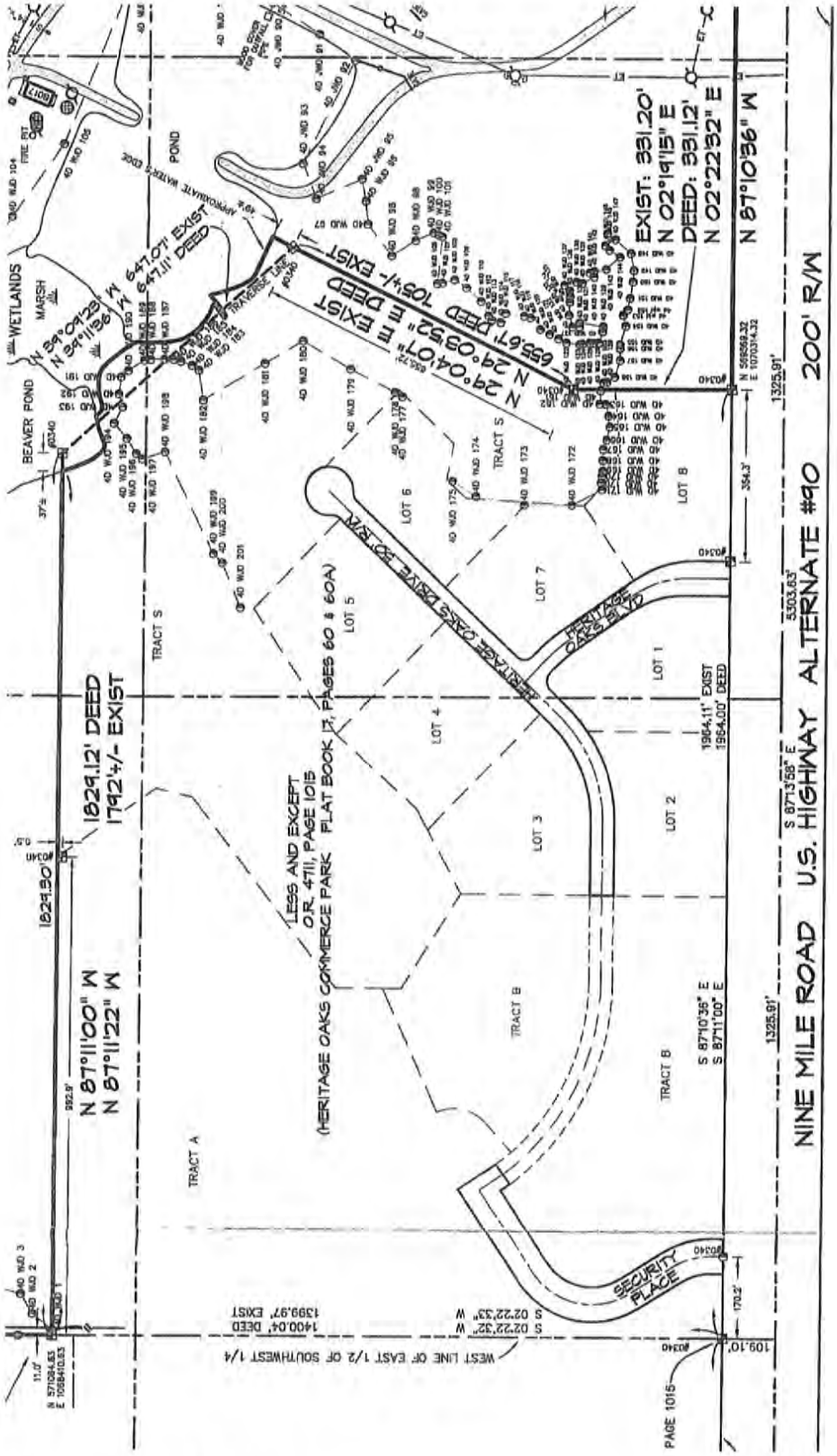
NAVY FEDERAL Credit Union

ATKINS

Exhibit "B"

Urban Service Area Boundary and Legal Description
Heritage Oaks Commerce Park

NTS



June 2013

Navy Federal Credit Union

Urban Service Area - Exhibit B

NAVY FEDERAL Credit Union

ATKINS

Exhibit "C"

Navy Federal Credit Union
Development Phases

NTS

June 2013

Navy Federal Credit Union

Urban Service Area - Exhibit C

NAVY FEDERAL Credit Union

ATKINS

Appendices

Appendix "A"

Navy Federal Credit Union
Urban Service Area Framework

Appendix "A-1"
Ten Year Schedule of Transportation Improvements

Appendix "A-2"
Ten Year Schedule of Required Capital Improvements

Appendix "A-1"
Navy Federal Credit Union Master Plan Expansion
Urban Service Area
Ten Year Schedule of Transportation Improvements

	A	B	C	D	E	F	G	H	I	J	K	L	M
8			Entitlements	Plan Year/Occupancy Year									
9	Development	Description of Phased Construction	Phase	1	2	3	4	5	6	7	8	9	10
10	Phase/Triggers	Transportation Improvements	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
11	Navy Federal Credit Union Urban Service Area: Development in the Navy Federal Credit Union Master Plan Expansion parcels will be within the Navy Federal Credit Union Urban Service Area that governs the timing of needed improvements triggered by each phase of future development. Each of the development phases indicated below will trigger transportation facilities improvements indicated in the year of occupancy.												
12	State and Federal Requirements	FDOT/County Transportation Improvements to Nine Mile Road	PD&E Begins	PD&E Completed/Design Begins		Design/Permitting Phase		Right-of-way Acquisition Phase	Construction Phase				
13	Phase 1	Buildings B5, B6, Parking Deck D2, Central Energy Plant, and Recreation Facilities	Begin Construction		Occupancy Building B5; Parking Deck D2 Completed	Occupancy Building B6							
14	Phase 1 Transportation and Onsite Circulation	Phase 1 Transportation and Circulation Improvements		Existing driveway improvements completed									
15		Navy Federal Way			Navy Federal Way entrance and roadway constructed to Central Energy Plant								
16	Trigger 1	Navy Federal Way Intersection Improvements and Nine Mile Road Turn Lanes and Signalization			Planned Nine Mile Road Navy Federal Way driveway intersection and signalization complete (BDI plans)								
17	Phase 2	Buildings B7 and B8, Parking Decks D3A and D3B, and Warehouse Facility					Warehouse Facility Constructed	Occupancy Building B7; Parking Deck D3A Completed	Occupancy Building B8; Parking Deck D3B Completed				
18		Navy Federal Way					Additional construction of Navy Federal Way to access warehouse facility						
19		Navy Federal Way and Surface Parking						Extension of Navy Federal Way to Buildings B7 and B8 and Parking Decks D3A and D3B					
20	Trigger 2	Improvements to Nine Mile Road						To be determined	To be determined				
21	Phase 3	Buildings B8 and B9, and Parking Decks D4A and D4B								Occupancy Building B9, and Parking Deck D4A Completed	Occupancy Building B10, and Parking Deck D4B Completed		
22	Trigger 3	Improvements to Nine Mile Road								To be determined	To be determined		

Appendix "A-2"
Navy Federal Credit Union Master Plan Expansion
Urban Service Area
Ten Year Schedule of Required Capital Improvements

			Entitlements	Plan Year/Occupancy Year									
Development	Description of Phased Construction		Phase	1	2	3	4	5	6	7	8	9	10
Phase/Triggers	Infrastructure		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023

Navy Federal Credit Union Urban Service Area: Development in the Navy Federal Credit Union Master Plan Expansion parcels will be within the Navy Federal Credit Union Urban Service Area that governs the timing of needed improvements triggered by each phase of future development. Each of the development phases indicated below will trigger infrastructure facilities and services improvements indicated in the year of occupancy.

Phase 1	Buildings B5, B6, Parking Deck D2, Central Energy Plant, and Recreation Facilities	Begin Construction		Occupancy Building B5; Parking Deck D2 Completed	Occupancy Building B6								
Phase 1 Infrastructure				Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins	Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins								
Phase 2	Buildings B7 and B8, Parking Decks D3A and D3B, and Warehouse Facility					Warehouse Facility Constructed	Occupancy Building B7; Parking Deck D3A Completed	Occupancy Building B8; Parking Deck D3B Completed					
Phase 2 Infrastructure						Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins	Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins	Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins					
Phase 3	Buildings B8 and B9, and Parking Decks D4A and D4B								Occupancy Building B9, and Parking Deck D4A Completed	Occupancy Building B10, and Parking Deck D4B Completed			
Phase 3 Infrastructure									Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins	Construct Onsite Potable Water, Fire Lines, and Sanitary Sewer Lines Construct/Install Solid Waste Dumpsters and Recyle Bins			

Appendix "B"

Service Agreement Correspondence for Sanitary Sewer, Solid Waste, and Potable Water

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

April 25, 2013

Navy Federal Credit Union
820 Follin Lane
Vienna, VA 22180

Re: Parcel ID# 041S311101000000 (Nine Mile Road, Pensacola, FL)

To Whom It May Concern:

In response to your inquiry concerning availability of water and 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 water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

William E. Johnson, Jr., PE/LS
Director of Engineering

cc: Michael Langston, P.E., Baskerville-Donovan, Inc.
Jeff Huggins, EI, Baskerville-Donovan, Inc.
File

WEJ/vlf

Elizabeth S. Campbell
District One

Lois Benson
District Two

Elvin McCorvey
District Three

Dale Perkins
District Four

Larry Walker
District Five

Request for Service Requirements

Date 4/19/13 Service Requested: Water X Sewer X

Name of Project NAVY FEDERAL CREDIT UNION Area (Acres) 240.11

PROJECT ADDRESS - *THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (ATTACH LOCATION MAP) Address not given yet. Parcel ID:041S311101000000

Type Development: Residential ___ Commercial X Industrial ___ Other ___

(Explain) ___

Number and/or Size of Units Six (6) buildings at totaling approximately 990,000 square feet as well as a 100,000 square foot warehouse, central energy plant and multi-use building.

Estimated Flow: (Average Day) Water 0.192 mgd Sewer 0.102 mgd Fire 1,250 gpm

How will water and/ or sewer be provided if not from ECUA? ___

Special Requirements: 0.09 mgd (Avg) for chiller makeup water without sewer service.

Owner of Property: (type or print) NAVY FEDERAL CREDIT UNION

Address: 820 Follin Lane, Vienna, VA 22180 Phone: (703) 206-3014

Developer: (type or print) NAVY FEDERAL CREDIT UNION

Address: 820 Follin Lane, Vienna, VA 22180 Phone: (703) 206-3014

Engineer: (type or print) Baskerville-Donovan, Inc.

Address: 449 West Main Street, Pensacola, FL 32502 Phone: (850) 438-9661

Submitted By: (type or print) Michael D. Langston Title: Project Manager

Signature of Submitter Michael Langston Title Project Manager

FOR ECUA USE: 16" Water main on Southside 9 Mile **Map Page** Q44

Nearest Water Line of Adequate Size: 8" Water main in Easement on parcel

Size: 8" PVC Pressure: FH 6159 Static 66, Res. 46, Flow 920 3/18/
FH 4354 Static 92, Res. 86, Flow 1445 1/29/

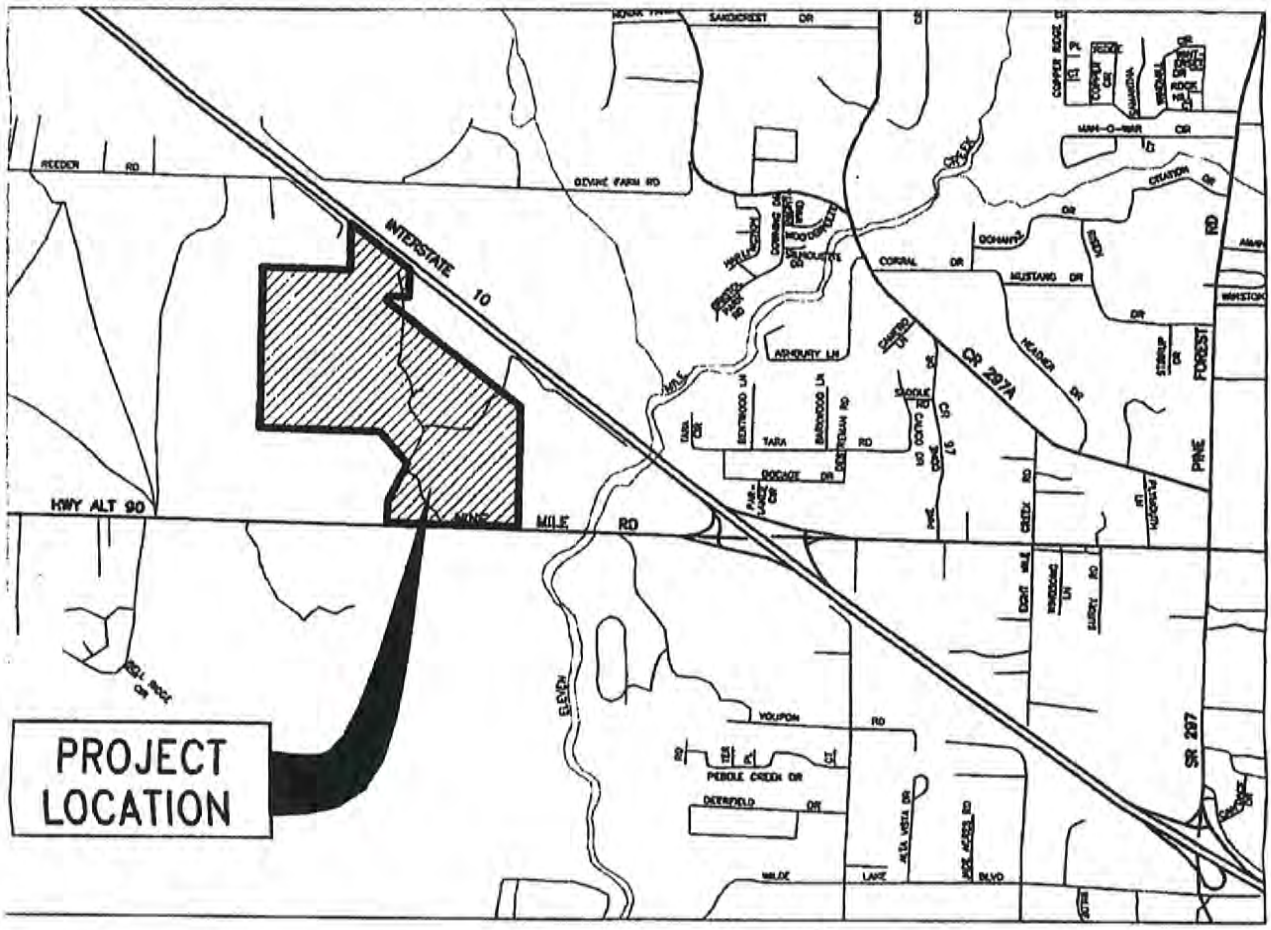
Nearest Sewer Line of Adequate Size: 8" gravity in Easement

Size: 8" PVC 1st L/S: 236 2nd L/S: ___ Plant: Bayou Marcus

ECUA Sanitation ? Yes

Prepared By Tom Justice **Date** 4/25/13 **Reviewed By** Tom Justice

Revised 05/05



VICINITY MAP

N

WASTE MANAGEMENT

Waste Management reviewed the approved Navy Federal Credit Union Phase 1 plan and the proposed Phase 2 and 3 plans for expansion of the NFCU campus. This letter is to confirm that Waste Management has the capacity to service the solid waste and recycling needs for all three phases of this expansion project.

Please contact me if any additional assistance or further clarification is needed.

Thanks,

Jim Nowak

Jim Nowak

Waste Management of Milton

850-572-6327

GULF POWER
A SOUTHERN COMPANY

May 13, 2013

Account # 15233-26026

Navy Federal Credit Union
5500 Heritage Oaks Dr
Pensacola, FL 32526

Dear Kim,

This letter is to confirm electrical power is available to serve the Navy Federal Credit Union Campus expansion currently underway. An alternate feed source is also being constructed at the request of Navy Federal to serve as a redundant source of power. Both sources of electrical power are adequate to serve Navy Federal's short term and long term electrical needs.

Please let me know if you have any questions.

Sincerely,

Kay Hill

Kay Hill, P.E.
Commercial/Industrial Energy Consultant, Sr.
850-429-2613
Gulf Power

Appendix "C"

Navy Federal Credit Union
Urban Service Area Traffic Analysis

Appendix "D"

Navy Federal Credit Union
Comprehensive Plan Amendment Staff Analysis
Land Use Amendment
Ordinance 2013-12

Board of County Commissioners • Escambia County, Florida

T. Lloyd Kerr, AICP, Director
Development Services

April 25, 2013

Mr. Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
Division of Community Planning
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL32399-4120

RE: Escambia County Comprehensive Plan Map Amendment CPA 2012-04 (13-2ESR)

Dear Mr. Eubanks:

Enclosed please find three (3) copies of the referenced Escambia County Comprehensive Plan Map Amendment. This amendment was subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statues (F.S.)

The Local Planning Agency (LPA) considered the CPA on December 10, 2012 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on January 3, 2013, and approved submission of this package to the Department of Economic Opportunity. Our Department received a letter from the Department of Economic Opportunity (DEO) on January 31, 2013 in which it identified no comment related to important state resources and facilities within the Agency's authorizes scope of review. The Board of County Commissioners held a second public hearing on April 2, 2013 and adopted the Amendment as Ordinance 2013-12.

Pursuant to the Comprehensive Plan Amendment Processing Guidelines, a copy of the adoption package shall be forwarded to all agencies that provided timely comments. No response from other agencies has been received.

Sincerely,

T. Lloyd Kerr, AICP
Department Director

TLK/mac

Cc: FDOT, FDEP, DOS

Escambia County
Clerk's Original
4/2/2013 | 5:48 pm

Date: 4/3/2013 Verified By: D. Harris

ORDINANCE NO. 2013-12

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 4, TOWNSHIP 1S, RANGE 31W, PARCEL NUMBER 1101-000-000, TOTALING 241.9 (+/-) ACRES, LOCATED AT 4810 WEST NINE MILE ROAD, FROM RECREATION (REC) 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 – "Large Scale Amendment 2012-04 Map."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

Parcel identification number 04-1S-31-1101-000-000, totaling 241.9 (+/-) acres, as more particularly described by Walter J. Glaze, Pittman, Glaze and Associates, Inc. in the boundary survey dated July 17, 2012, attached as Exhibit A, from Recreation (REC) 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 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 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this 2nd day of April, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: Gene M. Valentino
Gene M. Valentino, Chairman

Date Executed

April 3, 2013

ATTEST:

CLERK OF THE CIRCUIT COURT

By: Doris Harris
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency

By

Title Asst. County Attorney

Date April 2, 2013

ENACTED: April 2, 2013

FILED WITH THE DEPARTMENT OF STATE: April 5, 2013

EFFECTIVE DATE: See Section 6

Attachments

Ordinance Draft
Legal Review
Staff Analysis

Comprehensive Plan Amendment
Staff Analysis

General Data

Project Name:	CPA 2012-04
Location:	4810 West Nine Mile Road
Parcel #s:	04-1S-31-1101-000-000
Acreage:	241.9 (+/-) acres
Request:	From Recreation (REC) to Mixed-Use Urban (MU-U)
Agent:	Michael Langston, Agent for Deborah H. Calder, Vice President NFCU
Meeting Dates:	Planning Board December 10, 2012 BCC January 3, 2013

Summary of Proposed Amendment:

The agent requests a future land use (FLU) map amendment to change the future land use category of a 241.9 (+/-) acre parcel from Recreation Future Land Use to Mixed-Use Urban Future Land Use. The zoning designation for the referenced parcel is currently Agricultural; however, the applicant is also seeking to rezone this property to ID-CP.

The subject parcel is located north of Nine Mile road, west and within short range of Interstate Highway 10; the property is adjacent to existing agricultural and commercial parcels.

The applicant has indicated that the intent of the proposed FLU change is to expand the use and future phased site improvements in support of the Navy Federal Credit Union, Pensacola Campus.

The subject property is located within the AG zoning district. Concurrent with this application, the agent is requesting to amend the zoning designation from AG to ID-CP. The requested ID-CP zoning designation, if granted, would be consistent with the proposed Future Land Use amendment to Mixed-Use Urban (MU-U).

Land Use Impacts:

Under Comprehensive Plan FLU Policy 1.3.1 the current REC future land use category is intended for recreational opportunities for the Escambia County citizens including a system of public and private park facilities; it does not have any residential densities allowed and it does provide for a **Non-Residential** maximum intensity: 0.5 Floor Area Ration (FAR)

Staff Analysis: The allowable uses under proposed the Mixed-Use Urban category are intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.
If the large scale amendment is approved, the maximum densities for any future new development on the Mixed-Use Urban parcel is 25 dwelling units per acre and a non-residential maximum intensity of 2.0 floor area ratio (FAR).

FLU 4.1.2 Airfield Influence Planning Districts.
Escambia County shall provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners, and protecting the health, safety and welfare of citizens living in close proximity to military airfields. The overlay districts shall require density and land use limitations, avigation easements, building sound attenuation, real estate disclosures, and Navy (including other military branches where appropriate) review of proposed development based on proximity to Clear Zones, Accident Potential Zones (APZs), aircraft noise contours, and other characteristics of the respective airfields. The districts and the recommended conditions for each are as follows:

A. *Airfield Influence Planning District--1 (AIPD-1):* Includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield.
1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
3. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
5. Required disclosure for real estate transfers.

B. *Airfield Influence Planning District--2 (AIPD-2):* Includes land that is outside of the AIPD -1 but close enough to the airfield that it may affect, or be affected by, airfield operations.
1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
2. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
4. Required disclosure for real estate transfers; and
5. No County support of property rezonings that result in increased residential densities in excess of JLUS recommendations. The three installations in Escambia County - Naval Air Station Pensacola (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently. Therefore, the size and designations of the AIPD

Overlays vary according to the mission of that particular installation. The Escambia County Land Development Code details and implements the recommendations.

FLU 4.1.7 Military Representation. Pursuant to Section 163.3175, Florida Statutes, a representative of the military installations located within Escambia County shall be placed on the Planning Board as an ex officio, nonvoting member. The selection of the representative will initially be by a Memorandum of Agreement between the Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field. The Interlocal Agreement with the Navy details the procedures and responsibilities of both parties.

Staff Analysis: Portions of the parcel are located within the designated Airfield Influence Planning Districts (AIPD) 1 and 2 boundaries. Some portions of the parcel are also within the Air Installations Compatible Use Zones (AICUZ) for the Navy Outlying Field (NOLF) 8; however, the proposed improvements could be constructed to minimize the impact on the AIPDs and the AICUZ. Further review during the site plan review process and in-depth analysis by the United States Navy liaison and county staff, will determine the compatibility of such project with the existing local Navy mission. A representative from the United States Navy does review and comment on all proposals within the noted zones that may impact air operations.

SUMMARY: The impact on nearby residential uses would be minimal as similar structures and uses are located adjacent to the proposed site while at the same time providing for infill development. A representative from the United States Navy does review and comment on all proposals within the Airfield Influence Planning Districts that may impact air operations. Any proposed improvements within the parcel will be further evaluated during the site plan review process for overall concurrency.

Infrastructure Availability:

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

FLU 2.1.1 Infrastructure Capacities
Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System
Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards
Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.
The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

Potable Water

As indicated by the agent's analysis the Emerald Coast Utility Authority, potable water service exists in the area of the amendment. ECUA currently provides potable water service to the adjacent parcel via an 8" PVC water main with connection to a 16" water main on Nine Mile Road. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate future site and system improvements and potential update requirements.

Staff Analysis: Emerald Coast Utilities Authority (ECUA) standard for non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Unlike residential development for which population can be estimated from proposed dwelling units (households), non-residential development has no associated population that can be used to evaluate the potential impacts on the provider's adopted per capita LOS. Once the project is submitted and in coordination with ECUA, all of the LOS will be evaluated during the site plan review process.

Sanitary Sewer

The applicant stated in their analysis that ECUA currently provides sanitary sewer service to the site. The current system is owned and maintained by ECUA includes an 8" PVC gravity main, a pump station and a 4" force main. The proposed project will connect to the existing system. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

Staff Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 states that the LOS requirements for non-residential uses shall be based upon an equivalent residential connection calculated by the provider, and on the size of the non-residential water meter. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the site plan review process.

Solid Waste Disposal

The agent stated that the proposed project will use dumpsters through the construction phase to dispose of waste. The solid waste will be disposed at the Perdido Landfill through commercial vendors. NFCU will provide recycle bins for operations after construction in an effort to meet LEED requirements and minimize the quantity of solid waste generated.

Staff Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. Solid waste from the parcel will be disposed at the Perdido Landfill. The current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years. Once the project is submitted, all of the LOS will be evaluated during the site plan review process.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:
a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.
b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.
c. The contribution of the new development to any existing, functioning area-wide

drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

Analysis from the applicant states that stormwater runoff from the site primarily sheet flows to lower elevation wetland areas. The developed portions of the site have limited storm water conveyance systems with one 24" pipe that discharges the existing 4 H Camp Lake. The future site improvements include stormwater collections systems with pipes and inlets that discharge to wet detention ponds. The ponds will be designed as an amenity to the site with some capacity for irrigation demand. The stormwater management systems will be designed to accommodate all storms up to and including the 25-year, 24-hour event with post development discharges limited to the pre-development rates. The project design will be in accordance with the Escambia County Land Development Code (LDC) and requirements the State of Florida as specified in rule 62-346, F AC. Stormwater management will be permitted through the Environmental Resource Permit (ERP) process concurrently with the limited wetland impacts. A Conceptual Stormwater Master Plan will be submitted for approval with construction plans for the first phase of development.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County storm water engineer will evaluate the proposed project to ensure all of the storm water management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the site plan review process.

Traffic Concurrency

Under Comp Plan CMS 1.1.2 ***Primary Tasks.*** *The County Administrator, or designee, shall be responsible for the five primary tasks described below:*
a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
b.Determining concurrency of proposed development that does not require BCC approval;
c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and
e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

Access to the site is currently from Nine Mile Road. The future site improvements will impact roadways in the area. Future connections to Nine Mile Road will require deceleration and turn lanes in accordance with Florida Department of Transportation (FDOT) requirements. Signalization of the primary connection to Nine Mile Road is expected when demand warrants the signalization. The applicant understands that Escambia County will require improvements to the roadway and further traffic analysis will be revisited at that time. Other improvements may be required to improve the Level of Service on Nine Mile Road and other roadways that may be impacted by the development. All roadway improvements will be permitted through FDOT and Escambia County.

Staff Analysis: Traffic Division review of the proposed project states that Future Land Use changes do not receive traffic concurrency approval; each site plan or preliminary plat submitted within this parcel will be reviewed for traffic concurrency according to the Land Development Code, Article 5. A Master Plan with a schedule of improvements and any mitigation required should be considered by the applicant. A Traffic Impact Analysis Report (TIAR) will need to be conducted to determine if any roadway segments will exceed the adopted level of service (LOS) standard. Access management will be reviewed by Escambia County and the Florida Department of Transportation (FDOT) to separate conflict points and reduce turning movements as much as possible. The development will provide adequate traffic circulation, parking and access management measures that are necessary to minimize access to impacted State and County road segments.

Mass transit shall be coordinated with Escambia County Area Transit (ECAT) during development of the property to reduce vehicle miles traveled thereby reducing greenhouse gas emissions and peak hour demand on state and county roadways.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

Recreation and Open Space

Escambia County Comprehensive Plan, Section 3.04, Definitions.
Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

REC1.3.2 ***Open Space Requirements.*** *Escambia County shall require the provision of open space by private development when such development is a planned unit*

development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.

The site is currently used by the 4H camp with agricultural and recreational facilities. The future improvements include managed development of upland areas and limited impacts to wetlands at roadway crossings. Upland buffers will be provided adjacent to wetland areas. The majority of the site will remain undisturbed as open space. These open space areas will include recreational amenities such as nature trails and parks.

Staff Analysis: Once the project is submitted, all of the LOS will be evaluated during the site plan review process. The proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

Schools

OBJ PSF 2.1 Level of Service Standards
The narrative from the applicant states that the requested future land use amendment would limit the property to commercial development and prohibit residential growth on the site. Therefore, the proposed amendment will not adversely impact school related levels of service.

Staff Analysis: It appears that the nature of the proposal would not have an impact on the LOS provided by the Escambia County School District, as there will be no residential allowances for the site. A representative from the Escambia County School District does review and comment on all proposals that could have an impact in the projected school capacities and LOS.

SUMMARY: Staff concludes that the proposed development could satisfy all of the requirements listed within the infrastructure analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Impact on Wellheads, Historically Significant Sites and the Natural Environment: Wellheads:

CON 1.4.1 ***Wellhead Protection.*** *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

The site is approximately 7,500 feet west from the nearest wellhead as illustrated in Map Direct provided by Florida Department of Environmental Protection. The wellhead is owned by ECU A and is located near the intersection of Nine Mile Road and Gulledge Lane. The Source Water Assessment and Protection Program indicate a 1,000 foot radius buffer surrounding the well. The site is located beyond the 1000 foot radius and the future development poses no impact to the well. A map indicating the location of the well with the surrounding buffer is attached with this request.

Staff Analysis: Further evaluation by the Environmental Division will be required to ensure standards for wellhead protection areas will be maintained. Once the project is submitted, all of the LOS will be evaluated during the site plan review process.

Historically Significant Sites

FLU 1.2.1 ***State Assistance.*** *Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

Staff Analysis: Evaluation submitted by the applicant of the proposed site and produced by John C. Phillips, M.A. Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida, concluded that there are no recorded archaeological sites or historic structures within or adjacent to the parcel. The report stated that in 2001, UWF conducted an archaeological survey of an adjacent parcel to the south in which extensive logging disturbances had significantly impacted the land form. The 2001survey area is environmentally similar to the Navy Federal 4-H Camp parcel. The experts concluded that 2001archaeological survey identified no archaeological sites.

Wetlands

CON 1.1.2 ***Wetland and Habitat Indicators.*** *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

Wetland areas throughout the property have been located and identified and can be found on the Boundary Survey.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. The County will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the site plan review process

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcel. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

1. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; furthermore the proposed amendment would allow for the consolidation of the subject property with the Mixed-Urban designation of the parcel to the East. The proposed Mixed-Urban expansion will direct economic growth and the associated land development to an area that will complement the existing corporate headquarter facilities in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

2. *Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar industrial uses within the area. The expansion of the existing development promotes the principle of compact development and is aimed at reducing the capital and operating costs of providing public infrastructure and services such as roads, utility lines and garbage collection. This co-location also increases the efficiency of activities that involve *distribution* (products delivered to a destination) or *interaction* (people and materials brought together). As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per

capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

3. Promotes conservation of water and energy.

The proposed amendment will ensure that the expansion of existing development is conducted in an efficient manner. Specifically, the proximity of the subject property to existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy. As stated in the application, the proposed amendment will aim at the construction of a LEEDs rated facility, similar to the already existing Navy Federal building, while at the same time providing open space areas to include recreational amenities such as nature trails and parks.

4. *Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

In the same manner as the nearby Sector Plan, this amendment would support economic development. The expansion will direct economic growth to an area that will complement the existing corporate headquarters facilities in the vicinity, thus promoting a comprehensive mix of uses that will lead to a symbiotic relationship between the existing facilities and future non-residential development. This increase of non-residential uses will lead to additional job growth in the area, as the existing corporate infrastructure is utilized to leverage growth of both new and existing business.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

Comprehensive Plan Consistency and Relevant Policies:

Urban Sprawl:
A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.

FLU 1.3 Future Land Use Map Designations:
"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Mixed Use Urban Future Land Use Category:
FLU 1.3.1 states that the Mixed Use Urban FLU "provides for and allows intensive mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses."

Staff Analysis: As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency.

The adopted levels of service would appear to be maintained with the proposed industrial development of the parcels. New industrial uses in the MU-U category may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

449 West Main St.
Pensacola, Florida 32502
Phone: 850.438.9661
Fax: 850.433.6761

November 1, 2012

Allyson Cain, Urban Planner II
Escambia County Development Services
3363 West Park Place
Pensacola, FL 32505

Re: FLU Map Amendment Request for Navy Federal Credit Union
Parcel ID: 04-1S-31-1101-000-000
Address: 4810 West Nine Mile Road
Request: R to MU-U

Dear Ms. Cain:

The attached application is a request to change the Future Land Use Map for the referenced parcel from **R** land use classification to **MU-U** The FLU Map amendment is needed to be consistent with the future use of the parcel and expansion of the NFCU Pensacola campus.

The following documents are included with this letter in support our request:

1. Application
2. Affidavit of Ownership and Authorization
3. Affidavit of Ownership and Limited Power of Attorney
4. Concurrency Determination Acknowledgement
5. Proof of Ownership
6. Street Map
7. Application Fee and Application Deposit
8. Complete Data and Analysis
9. Boundary Survey
10. Legal Description

Please contact me should you have any questions or need additional information for this request.

Sincerely,

BASKERVILLE-DONOVAN, INC.

Michael Langston

Michael Langston, PE
Project Manager

Copy: Glenn Cartledge, ASD
Kimberly Aderholdt, NFCU

K:\683 Navy Federal\68307 01\Correspondence\FLU Map Amendment request 11-01-12.doc

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

PPB121100009

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X

Current FLU: REC **Desired FLU:** MU-U **Zoning:** AG **Taken by:** A. Cain

Planning Board Public Hearing, date(s): December 10, 2012 → DEO

BCC Public Hearing, proposed date(s): TBD

Fees Paid 3,450.00 **Receipt #** _____ **Date:** 11/1/2012

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Navy Federal Credit Union

Address: 820 Follin Lane

City: Vienna State: VA Zip Code: 22180

Telephone: (703) 255-8305

Email: Debbie_Calder@navyfederal.org

DESCRIPTION OF PROPERTY:

Street address: 4810 West Nine Mile Road

Subdivision:

N/A

Property reference number: Section 04 Township 1S Range 31

Parcel 1101 Lot 000 Block 000

Size of Property (acres) 240.11

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32502 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be help 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.

Deborah H. Calder, Sr. Vice President, NFCU — October 31, 2012
Signature (Property Owner) — Printed Name — Date

Michael Langston, PE, Agent — October 31, 2012
Signature (Agent's Name (or owner if representing oneself) — Printed Name — Date

Address: 5550 Heritage Oaks Drive

City: Pensacola State: Florida Zip: 32526-7855

Telephone: (850) 912 - 0100 Fax # (850) 912 - 0011

Email: Debbie_Calder@navyfederal.org

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledge before me this 31st day of October, year of 2012 by, Deborah H. Calder who ( ) did (x) 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.

October 31, 2012 — China Cheryl Lively
Signature of Notary Public — Date — Printed Name of Notary

My commission Expires September 29, 2015 Commission No. EE111460
(Notary seal must be affixed)

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2015
Comm. No. EE 111460

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32502 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 4810 West Nine Mile Road, Pensacola, FL 32526, Pensacola, Florida, Property Reference Numbers(s) 04-1S-31-1101-000-000, I hereby designate Michael Langston, PE for the sole purpose of completing this application and making a presentation to the Planning Board, 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 31st day of October, 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.

	10/31/12	Deborah H. Calder, Sr. Vice President, NFCU
Signature of Property Owner	Date	Printed name of Property Owner
	10/31/2012	Michael Langston, PE
Signature of Agent	Date	Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The forgoing instrument was acknowledge before me this 31st day of October, year of 2012, by Deborah H. Calder who ( ) did (x) 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.

	October 31, 2012	China Cheryl Lively
Signature of Notary Public	Date	Printed Name of Notary

My commission Expires September 29, 2015 Commission No. EE111460

(Notary seal must be affixed)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2015
Comm. No. EE 111460

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property reference #: Section 04 Township 1S Range 31W

Parcel # 1101-000-000

Project Address:

4810 West Nine Mile Road, Pensacola, FL 32526

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 of 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 Status. 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, UNDERSTOOD AND AGREE WITH THE ABOVE STATEMENT ON THIS 31st DAY OF October, 2012

Owner's signature	**Deborah H. Calder, Sr. Vice President, NFCU** **Owner's name (print)**
Agent's signature	**Michael Langston, PE** **Agent's name (print)**

Recorded in Public Records 08/09/2012 at 02:07 PM OR Book 6893 Page 907, Instrument #2012061437, Pamie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $69.50 Deed Stamps $25200.00

+ 25,200.00
R: 69.50

Prepared by
John W. Monroe, Jr., of
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502
N0033-126527

TRUSTEES' DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This indenture, made on August 9, 2012, by ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, AS TRUSTEES FOR THE ESCAMBIA COUNTY 4-H COUNTY COUNCIL, whose address is 221 Palafox Place, Suite 420, Pensacola, FL 32502 (GRANTOR), AND NAVY FEDERAL CREDIT UNION, a federally chartered credit union whose address is 820 Follin Lane, Vienna, VA 22180 (GRANTEE).

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situated in Escambia County, Florida being more particularly described as follows:

FOR LEGAL DESCRIPTION, SEE THE ATTACHED EXHIBIT A, CONSISTING OF ONE PAGE AND MADE A PART HEREOF BY REFERENCE.

Together with all the improvements located thereon, and all tenements, hereditaments, and appurtenances belonging or in any way appertaining to it, and all the right, title, interest, claim, and demand whatsoever which Grantor has in and to the property.

This conveyance is subject to real property taxes for the year 2012 and subsequent years; conditions, easements and restrictions of record, if any but this reference can not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities, and subject to all rights, title, interests or claims of adjoining property owner by reason of, or reflected by, the overlap created by deed recorded in O.R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on the survey prepared by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Grantor further covenants with Grantee that Grantor has good right and lawful authority to convey the property and Grantor warrants the title to the property of any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor. Provided, however, notwithstanding the foregoing, no covenants or warranties are given with respect to that portion of the above described real property that is subject to the overlap created by deed recorded in O. R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on survey by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Attached hereto as Exhibit "B" are the original minutes of the meeting of the Escambia County 4H County Council, signed by the President and attested by the Secretary, evidencing the authority of the Trustees to convey the property herein described.

The undersigned are executing this Deed solely in their capacity as the Trustees for the Escambia County 4-H County Council, and no obligation or liability arising from this document is intended to be, nor shall it be, binding upon or accrue to the undersigned, individually, or to Escambia County or its governing body, the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

WITNESSES:

Print Name:

Print Name:

E. Dean Kirschner

Print Name: E. Dean Kirschner

Dianne C. Simpson

Print Name: Dianne C. Simpson

Aretta Green

Print Name: Aretta Green

Dianne C. Simpson

Print Name: Dianne C. Simpson

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS TRUSTEES FOR THE ESCAMBIA COUNTY 4-H COUNTY COUNCIL

Unable to Sign due to Conflict-
See Attached Exhibit C for 8B
By: Memorandum of Voting Conflict
Wilson Robertson, as Trustee

By: Gene Valentino
Gene Valentino, as Trustee

By: Marie Young
Marie Young, as Trustee

Rebecca L. Azelton
Rebecca L. Azelton
Print Name:

Dianne C. Simpson
Dianne C. Simpson
Print Name:

By: _____
Grover Robinson, as Trustee

Pawn Trocke
Print Name: Pawn Trocke

Dianne C. Simpson
Print Name: Dianne C. Simpson

By: _____
Kevin White, as Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by GENE VALENTINO, As ~~Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by MARIE YOUNG, ~~As Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of July, 2012, by GROVER ROBINSON, ~~As Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by KEVIN WHITE, ~~As Trustee for the~~ Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

H:\MKK\Closings\NFCU pf 4H\Trustees Deed2.subjtooverlap

EXHIBIT A

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:
A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:
Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

Also less and except any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.

EXHIBIT "B"

Minutes of the meeting of Escambia 4-H County Council
April 23, 2012

The purpose of the meeting was to conduct a vote of the Voting Delegates on whether or not to authorize the sale of the Langley Bell Center property to Navy Federal Credit Union under terms and conditions provided to the Voting Delegates in previous meetings.

Voting was held in two locations: Extension Service Offices at Stefani Road and the Warrington Fire Department.

Voting was by secret Ballot and voting was conducted in cooperation with the Escambia County Supervisor of Elections Office.

The Ballots were counted by an employee of the Elections Office, and the tally was as follows:

21 Yes (authorizing the sale)

16 No (against authorizing the sale)

0 Invalid Ballots (if any and reason not counted)

ATTEST:

Mackenzie Helmick
~~McKenzie Helmick~~ Mackenzie Helmick
Secretary

Devin Bell
President

EXHIBIT "C"

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME-FIRST NAME-MIDDLE NAME Robertson, Wilson B.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Board of County Commissioners
MAILING ADDRESS 221 Palafox Place, Suite 400	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY X COUNTY ☐ OTHER LOCAL AGENCY
CITY Pensacola COUNTY Escambia	NAME OF POLITICAL SUBDIVISION Escambia County, Florida
DATE ON WHICH VOTE OCCURRED October 21, 2010	MY POSITION IS: x ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Wilson B. Robertson, hereby disclose that on October 21, 2010

(a) A measure came or will come before my agency which (check one)

☐ inured to my special private gain or loss;

☐ inured to the special gain or loss of my business associate,

☐ inured to the special gain or loss of my relative,

☐ inured to the special gain or loss of, _____, by whom I am retained; or

X inured to the special gain or loss of, Navy Federal Credit Union, which is the parent organization or subsidiary of a principal which has retained me.

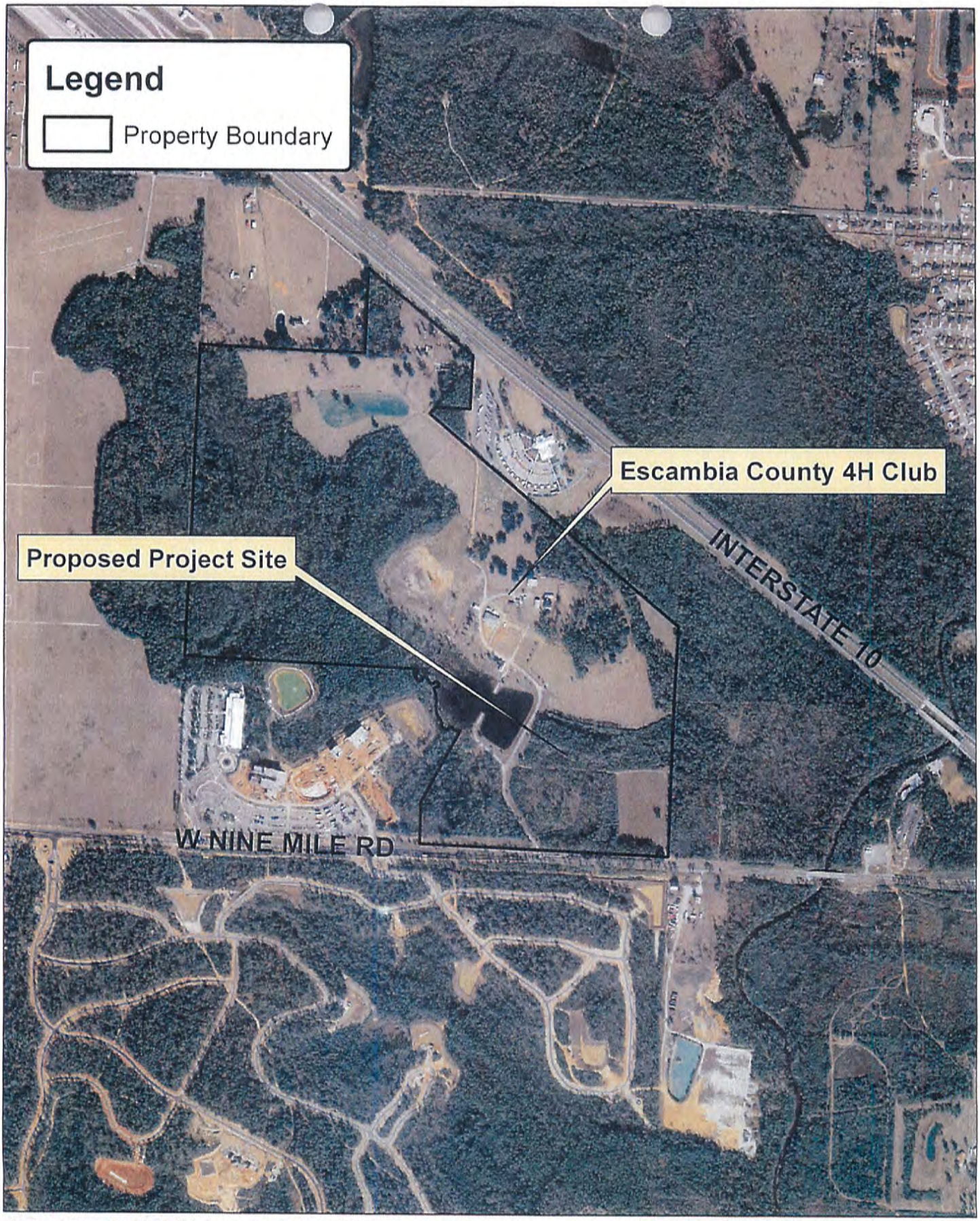
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I declare a voting conflict pursuant to § 112.3143, Fla. Stat., with regards to a Special Board Meeting held on October 21, 2010, to meet as the Trustees for the Escambia County Council of 4-H Clubs. My company, Robertson Curtis, Inc., is a subcontractor for Greenhut Construction who has the contract with Navy Federal Credit Union.

Wilson B. Robertson

Date Filed October 21, 2010 Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.



BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

Future Land Use Map Amendment - Street Map

STREET ADDRESS: 4810 West Nine Mile Road

PROPERTY REFERENCE NO.: 04-1S-31-1101-000-000

TOTAL ACREAGE: 240.11

LEGAL DESCRIPTION:

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:

A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:

Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a

distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

Also less and except any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.

Comparative Analysis and General Information for a proposed large scale future land use amendment, Escambia County, Florida.

Owner: **Navy Federal Credit Union**
820 Follin Lane
Vienna, VA 22180

Authorized Agent: **Michael Langston, PE**
Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, FL 32502
850-438-9661

Current FLU: R

Proposed FLU: MU-1

Site Description and Proposed Development: The requested FLU large scale amendment is located north of Nine Mile Road (US 90) and west of Interstate Highway I-10 in Section 4, Township 1 South, Range 31 West, Escambia County, Florida. The site is composed of approximately 240 acres and is currently under recreational use with the Escambia County 4H club. The site is bordered on the west by Navy Federal Credit Union (NFCU) and the north by the State of Florida Welcome Center. The future development plans will be phased with an extension to the adjacent NFCU Campus.

1. **Comparative Analysis**

   A. **Sanitary Sewer:** Emerald Coast Utilities Authority (ECUA) currently provides sanitary sewer service to the site. The existing system, owned and maintained by ECUA, includes an 8" PVC gravity main, a pump station and 4" force main. The facilities are located within dedicated easements on the subject property. The future on-site sanitary sewer improvements will connect to the existing sewer system. The owner/agent is currently coordinating with ECUA on system capacities and potential upgrade requirements.

   B. **Solid Waste Disposal:** The proposed project will use dumpsters throughout the construction phase to dispose of solid waste. The solid waste will ultimately be disposed at Perdido Landfill through commercial vendors. The solid waste from the construction site will consist of normal waste streams from construction activities with recycle provisions to meet LEED guidelines. NFCU will provide recycle bins for operations after construction in an effort to meet LEED requirements and minimize the quantity of solid waste generated at the site.

C. **Potable Water:** ECUA currently provides potable water service to the site. The existing system, owned and maintained by ECUA, includes an 8" PVC water main with connection to a 16" water main on Nine Mile Road. The water facilities are located within dedicated easements on the subject property. The future on-site potable water improvements will connect to the existing system in a looped configuration for adequate pressure and fire flow. The owner/agent is currently coordinating with ECUA on system capacities and potential upgrade requirements.

D. **Stormwater Management:** Stormwater runoff from the site primarily sheet flows to lower elevation wetland areas. The developed portions of the site have limited stormwater conveyance systems with one 24" pipe that discharges the existing 4H Camp Lake.

The future site improvements include stormwater collections systems with pipes and inlets that discharge to wet detention ponds. The ponds will be designed as an amenity to the site with some capacity for irrigation demand. The stormwater management systems will be designed to accommodate all storms up to and including the 25-year, 24-hour event with post development discharges limited to the pre-development rates. The project design will be in accordance with the Escambia County Land Development Code (LDC) and requirements the State of Florida as specified in rule 62-346, FAC. Stormwater management will be permitted through the Environmental Resource Permit (ERP) process concurrently with the limited wetland impacts. A Conceptual Stormwater Master Plan will be submitted for approval with construction plans for the first phase of development.

E. **Traffic:** Access to the site is currently from Nine Mile Road. The future site improvements will impact roadways in the area. Future connections to Nine Mile Road will require deceleration and turn lanes in accordance with Florida Department of Transportation (FDOT) requirements. Signalization of the primary connection to Nine Mile Road is expected when demand warrants the signalization. The applicant understands that Escambia County will require improvements to the roadway and further traffic analysis will be revisited at that time. Other improvements may be required to improve the Level of Service on Nine Mile Road and other roadways that may be impacted by the development. All roadway improvements will be permitted through FDOT and Escambia County.

F. **Recreation and Open Space:** The site is currently used by the 4H camp with agricultural and recreational facilities. The future improvements include managed development of upland areas and limited impacts to wetlands at roadway crossings. Upland buffers will be provided adjacent to wetland areas. The majority of the site will remain undisturbed as open space. These open space areas will include recreational amenities such as

nature trails and parks. The future development will meet the open space and recreation requirements of the LDC.

G. **Schools:** The requested future land use amendment would limit the property to commercial development and prohibit residential growth on the site. Therefore, this proposed amendment will not adversely impact school related levels of service.

2. **Proximity to and impact on the following:**

A. **Wellheads:** The site is approximately 7,500 feet west from the nearest wellhead as illustrated in Map Direct provided by Florida Department of Environmental Protection. The wellhead is owned by ECUA and is located near the intersection of Nine Mile Road and Gulledge Lane. The Source Water Assessment and Protection Program indicate a 1,000 foot radius buffer surrounding the well. The site is located beyond the 1000 foot radius and the future development poses no impact to the well. A map indicating the location of the well with the surrounding buffer is attached with this request

B. **Historically Significant Sites:** According to the Escambia County Geographic Information Systems there are no historically significant sites located on the property.

C. **Natural Resources:** Wetland areas throughout the property have been located and identified and can be found on the Boundary Survey.

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 approval of the amendment requires that the future development is subject to the DRC process and the provisions set forth within the CMS 1.2.2 Allocation of Capacity

B. CMS 1.3.2 Minimum Requirements:

At a minimum, the Concurrency Management System shall ensure that at least one of the following standards will be met prior to issuance of a development permit or order:

a. *The necessary facilities and services are in place at the time a development permit is issued; or*
b. *A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or*
c. *The necessary facilities are under construction at the time a permit is issued. This provision only relates to parks and recreation facilities and roads; or*
d. *The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of the facility or service must commence within one year of the issuance of the development order or permit; or*
e. *The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statues, 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 future development plan will not negatively impact or degrade Escambia County's infrastructure or level of service. The applicant is aware that the DRC process will enforce the development standards concurrent with the CMS requirements.

C. 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.

Response: The future development requires the Future Land Use Amendment and a rezoning to allow this use. The future development will meet the goals, objectives and policies regarding potable water provision, wastewater disposal, solid waste disposal, stormwater management and aquifer protection.

D. 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 site and FLU amendment is located 7,500 feet away from the nearest wellhead owned by ECUA. The Source Water Assessment and Protection Program indicates a 1000-foot radius buffer surrounding the well. The details of materials storage and operations will be revisited in further detail during the DRC process.

Map Direct: No Focus

30°32'46.6872", -87°21'6.7582"

30°32'49.4672", -87°19'7.8034"

30°31'27.5684", -87°21'4.2685"

30°31'30.3478", -87°19'5.3383"

Scale 1:17,077

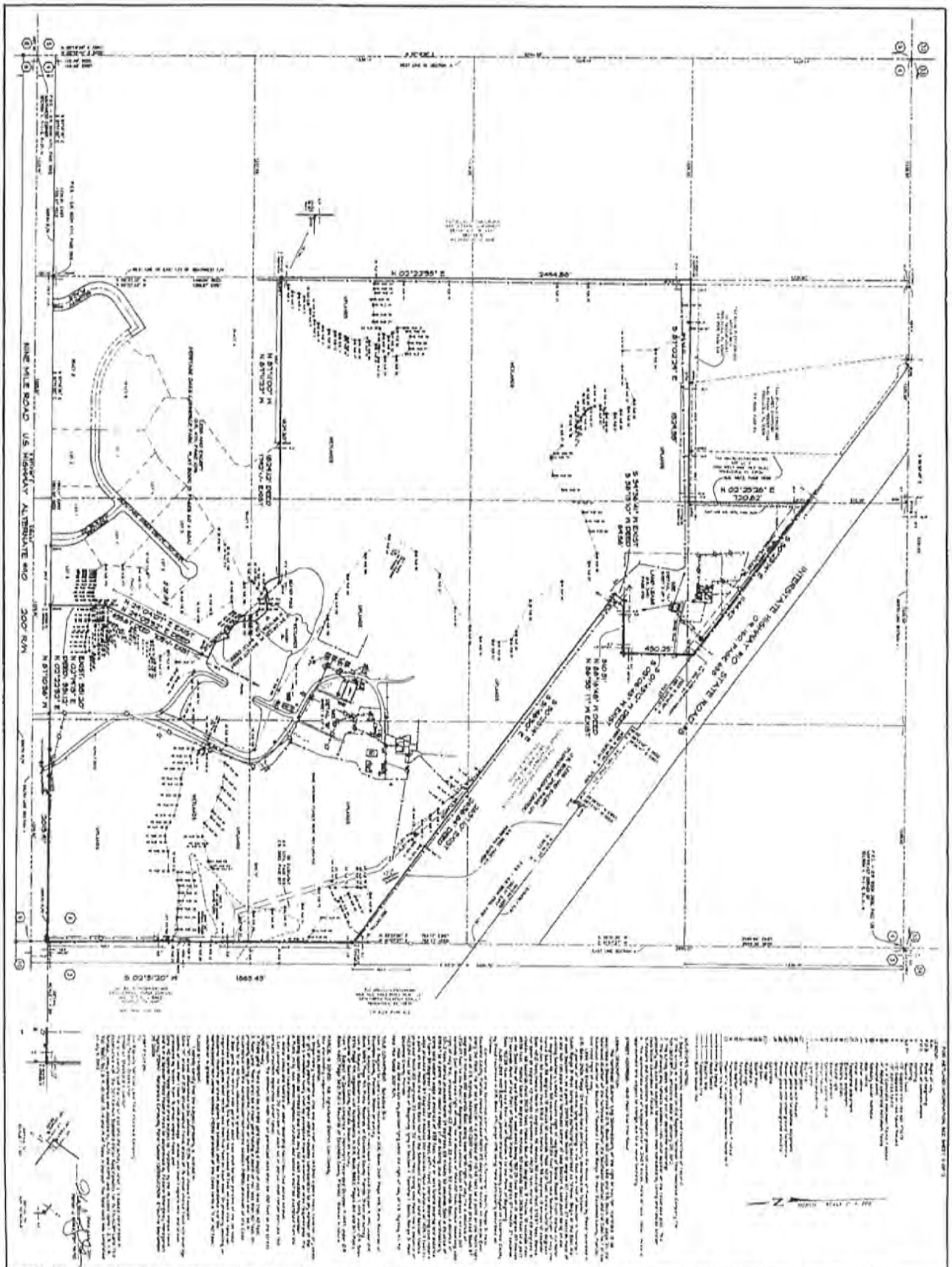
Aerial Imagery 2004-2009

SWAPP Areas

Counties

Aerial Imagery Flight Dates 2004-2009

Florida Department of Environmental Protection Disclaimer. This map created in Map Direct on Wed, 31 Oct 2012 16:02:25 UTC is intended for display purposes only. It was created using data from different sources, collected at different scales, with different levels of accuracy, and/or covering different periods of time. NAVTEQ road data is provided "AS IS" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement. YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THE SITE BEFORE ACTING ON IT.


N 02°23'55" E
2464.86'
N 02°25'36" E
120.62'
450.35'
S 02°5'20" W
1865.45'
INTERSTATE HIGHWAY NO. 5 STATE ROAD 45
US HIGHWAY NO. 41 STATE ROAD 45
N 89°30'11" W
S 89°30'11" E
N 89°30'11" W
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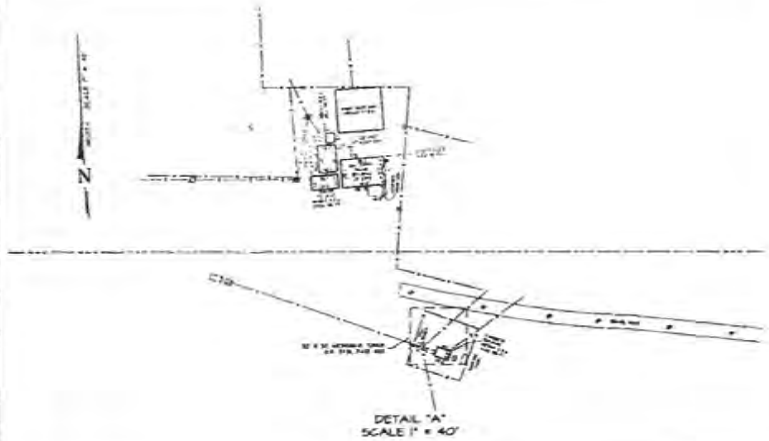
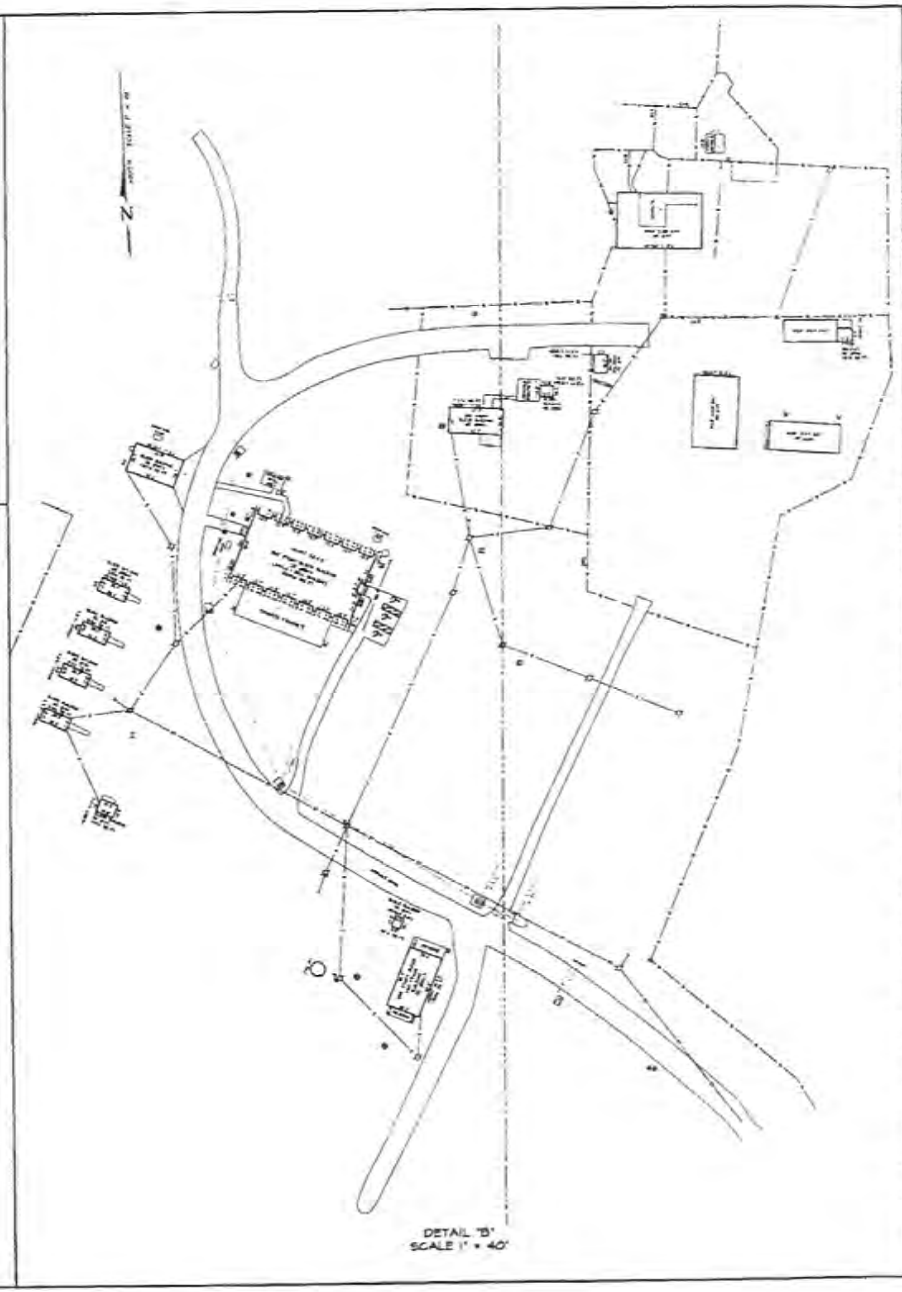


DETAIL "A"
SCALE 1" = 40'

WETLANDS LINE TABLE

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



DETAIL "B"
SCALE 1" = 40'

AN ATLS/ACSM LAND TITLE SURVEY, A BOUNDARY SURVEY, LOCATION OF IMPROVEMENTS AND WETLANDS LOCATION OF A PORTION OF SECTION 4 T-1-S, R-21-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

2
2

Appendix "E"

Report on Historical/Cultural Survey of the USA-NFCU Parcels
Performed by
Benjamin Aubuchon and L. Janice Campbell, Prentice Thomas and Associates

Clearance letter, dated May 13, 2013, from Robert F. Bendus, Director, Division of Historical Resources
State Preservation Officer (SHPO)

CULTURAL RESOURCES SURVEY OF 240 ACRES OF PLANNED CAMPUS EXPANSION ON NAVY FEDERAL PROPERTY PENSACOLA, FLORIDA

FINAL

PREPARED FOR
NAVY FEDERAL

BY
BENJAMIN AUBUCHON
AND
L. JANICE CAMPBELL

PRENTICE THOMAS AND ASSOCIATES, INC.
REPORT OF INVESTIGATIONS NO. 1378
APRIL 2013

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Findings Summary Table – Navy Federal Campus Expansion

Cultural Resources	Type	East (WGS84)	North (WGS84)	Eligibility Recommendation
8ES3787	Resource Group	466309	3378542	Ineligible
8ES3788	Archaeological Site	466218	3378731	Ineligible
8ES3789	Archaeological Site	466007	3379215	Ineligible
8ES3790	Historic Structure	466310	3378382	Ineligible
8ES3791	Historic Structure	466299	3378407	Ineligible
8ES3792	Historic Structure	466338	3378537	Ineligible
8ES3793	Historic Structure	466227	3378478	Ineligible
8ES3794	Historic Structure	466234	3378498	Ineligible
8ES3795	Historic Structure	466237	3378518	Ineligible
8ES3796	Historic Structure	466244	3378537	Ineligible
AO-1	Prehistoric Find	465550	3378543	Ineligible

ABSTRACT

In March of 2013, Prentice Thomas and Associates, Inc., was contracted by the Navy Federal Credit Union to conduct a cultural resources survey of the former Langley Bell 4-H Center property adjacent to the existing Navy Federal Credit Union Campus. The property is located in Escambia County, approximately two miles east of Beulah, Florida (Section 4 of Township 1 South, Range 31 West). The area consists of roughly 240 acres situated between Interstate 10 and Nine Mile Road. The fieldwork was carried out by a four-person archaeological crew under the direction of a field supervisor. The crew conducted a pedestrian survey over the entire tract, during which all surface and subsurface exposures were examined. This latter effort was augmented by systematic interval and judgmental shovel testing. A total of 138 (104 survey and 34 recording) 50 cm by 50 cm shovel tests were excavated. The effort resulted in the identification of a cultural resource group (8ES3787) consisting of one historic site (8ES3788) and seven structures (8ES3790 to 8ES3796) located within the 4-H Camp dating from the 1950s to 1970s, a mid-twentieth century historic site (8ES3789), and a prehistoric archaeological occurrence (AO-1). None of the cultural resources in this development is eligible for nomination to the National Register of Historic Places (NRHP), and no further work is recommended

ACRONYMS LIST

AC	Artifact Concentration
amsl	above mean sea level
APE	Area of Potential Effect
ARPA	Archaeological Resources Protection Act
BCO	Baked Clay Objects
CFR	Code of Federal Regulations
DHR	Division of Historical Resources
ECUA	Emerald Coast Utility Authority
EPO	Elliotts Point Objects
ERP	Environmental Restoration Program
F.S.	Florida Statute
GIS	Geographic Information Systems
GUIS	Gulf Islands National Seashore
INQUA	International Union for Quaternary Research
IUGS	International Union of Geological Sciences
LABINS	Land Boundary Information System
NAGPRA	Native American Grave Protection and Repatriation Act
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NPS	National Park Service
NRHP	National Register of Historic Places
NFCU	Navy Federal Credit Union
NWR	New World Research, Inc.
OIS	Oxygen Isotope Stage
PTA	Prentice Thomas & Associates, Inc.
RPA	Revised Probability Area
SEAC	Southeast Archeological Center
SHPO	State Historic Preservation Officer
USDA	United States Department of Agriculture
USFS	United States Forest Service
USGS	United States Geological Survey
UF/IFAS	University of Florida Institute of Food a& Agricultural Sciences Extension
UWF-AI	University of West Florida Archaeology Institute

TABLE OF CONTENTS

ABSTRACT iv

ACRONYMS LIST v

LIST OF FIGURES viii

LIST OF TABLES x

CHAPTER ONE: INTRODUCTION 1
- Synopsis of the Work 2
- Report Organization 3

CHAPTER TWO: ENVIRONMENTAL OVERVIEW 5
- Geographic Location 5
- Physiography 5
- Soils 8
- Surface Hydrology 8
- Paleoenvironment 8
- Summary 10

CHAPTER THREE: CULTURAL OVERVIEW 11
- Previous Archaeological Investigations 11
- Cultural Sequence 12
  - Prehistoric Sequence 12
    - Paleoindian 12
    - Late Paleoindian/Early Archaic-Middle Archaic 12
    - Late Archaic/Gulf Formational 13
    - Deptford 14
    - Santa Rosa/Swift Creek 15
    - Weeden Island 18
    - Fort Walton/Pensacola 20
  - Historic Period 22
    - Indigenous People & European Contact 22
    - The American Period & Statehood 27

CHAPTER FOUR: PROJECT METHODS & FINDINGS 29
- Background and Literature Search 29
  - Informants 33
- Setting 34
- Fieldwork 35
- Unexpected Discoveries 37

TABLE OF CONTENTS
(Continued)

Artifact Processing & Analysis 37
Curation 38
Findings 38
Resource Group - 8ES3787 38
Setting 38
Current Work 39
Historic Structures 42
8ES3790 42
8ES3791 44
8ES3792 45
8ES3793, 8ES3794, 8ES3795, & 8ES3796 46
Modern Structures 48
8ES3788 50
Setting 50
Current Work 51
Artifacts 52
Interpretations 59
Evaluation & Recommendations 60
Site Description 62
8ES3789 62
Setting 62
Current Work 63
Artifacts 70
Interpretations 73
Evaluation & Recommendations 76
Archaeological Occurrence 76
AO-1 76

CHAPTER FIVE: MANAGEMENT RECOMMENDATIONS 79
Unit Summary 79
Unexpected Discoveries 80

REFERENCES CITED 81

LIST OF FIGURES

Figure 1. Map of Florida showing project area in Escambia County 1
Figure 2. Aerial photograph showing boundaries of the project area 2
Figure 3. Age of the surface sediments mapped across the Florida panhandle 6
Figure 4. Portion of original survey plat (date unknown), showing early land ownership within the project area 29
Figure 5. Portion of the 1940 aerial photograph with overlay of project area 30
Figure 6. Portion of the 1951 aerial photograph with overlay of project area 31
Figure 7. Portion of the 1958 aerial photograph with overlay of project area 32
Figure 8. Portion of the 1978 (photo revised 1987) USGS Cantonment 7.5 minute quadrangle showing project area 33
Figure 9. View of field crew excavating survey shovel test at NFCU, facing southeast 36
Figure 10. Map of project area, showing survey shovel tests and cultural resources 36
Figure 11. View of 8ES3787 from east edge of pond, facing northwest 38
Figure 12. View of 8ES3787 from the north, facing south 39
Figure 13. Close up of 1951 aerial photograph, showing area of 8ES3787 40
Figure 14. Close up of 1958 aerial photograph, showing area of 8ES3787 40
Figure 15. Sketch map of resource group 8ES3787 41
Figure 16. View of 8ES3790, facing northeast 42
Figure 17. View of 8ES3790, facing west 43
Figure 18. View of 8ES3791, facing east-northeast 44
Figure 19. View of 8ES3790 and 8ES3791, facing south 44
Figure 20. View of 8ES3792, facing south 45
Figure 21. View of 8ES3792, facing north 46
Figure 22. View of 8ES3793, 8ES3794, 8ES3795, and 8ES3796 (in foreground), facing southwest 47
Figure 23. View of 8ES3793 (in foreground), 8ES3794, 8ES3795, and 8ES3796, facing northeast 47
Figure 24. View of Langley Bell Building (OC#B014), facing northwest 48
Figure 25. View of bathhouse (OC#B013), facing northwest 49
Figure 26. View of pole barn (OC#197), facing north-northwest 50
Figure 27. View of 8ES3788 from northern fence corner, facing south-southeast 51
Figure 28. Sketch map of 8ES3788 52
Figure 29. View of artifact concentration 1, facing east 53
Figure 30. View of large red oak surrounded by dense understory, facing south-southeast from AC 2 62
Figure 31. Sketch map of 8ES3789 64
Figure 32. View of AC 1, facing southwest 65
Figure 33. Close up of southeast corner of brick pile in AC 1, facing north-northwest 65
Figure 34. View of recording shovel test 7 and Feature 1 in AC 2, facing west 66
Figure 35. Close-up view of Feature 1 in AC 2, facing north 67
Figure 36. Remnant of brick and mortar foundation pier in AC 3 68
Figure 37. Squared brick and concrete foundation pier in AC 3 68
Figure 38. Concrete foundation pier in AC 3 69
Figure 39. View of linear brick concentration within AC 3, facing west 69

LIST OF FIGURES
(Continued)

Figure 40. View of AC 4, facing southeast 70
Figure 41. Portion of 1951 Aerial Photograph, showing 8ES3789 in relation to ES3787 and ES3788 within the project boundary 74
Figure 42. Close up of 8ES3789 on the 1951 aerial photograph 75
Figure 43. Close up of 8ES3789 on the 1958 aerial photograph 75

LIST OF TABLES

Table 1. Summary of Historic Artifacts from 8ES3788 54
Table 2. Summary of Historic Artifacts from 8ES3789 71
Table 3. Summary of Cultural Resources Identified Within the Project Area 79

CHAPTER ONE
INTRODUCTION

In March of 2013, Prentice Thomas and Associates, Inc. (PTA) was contracted by the Navy Federal Credit Union (NFCU) to conduct a cultural resources survey of the former Langley Bell 4-H Center property adjacent to the existing NFCU Campus. The property is located in Escambia County (Figure 1), approximately 2 miles east of Beulah, Florida. The area consists of roughly 240 acres situated between U.S. Interstate 10 (I-10) and Nine Mile Road and constitutes a large portion of Section 4 of Township 1 South, Range 31 West (Figure 2).

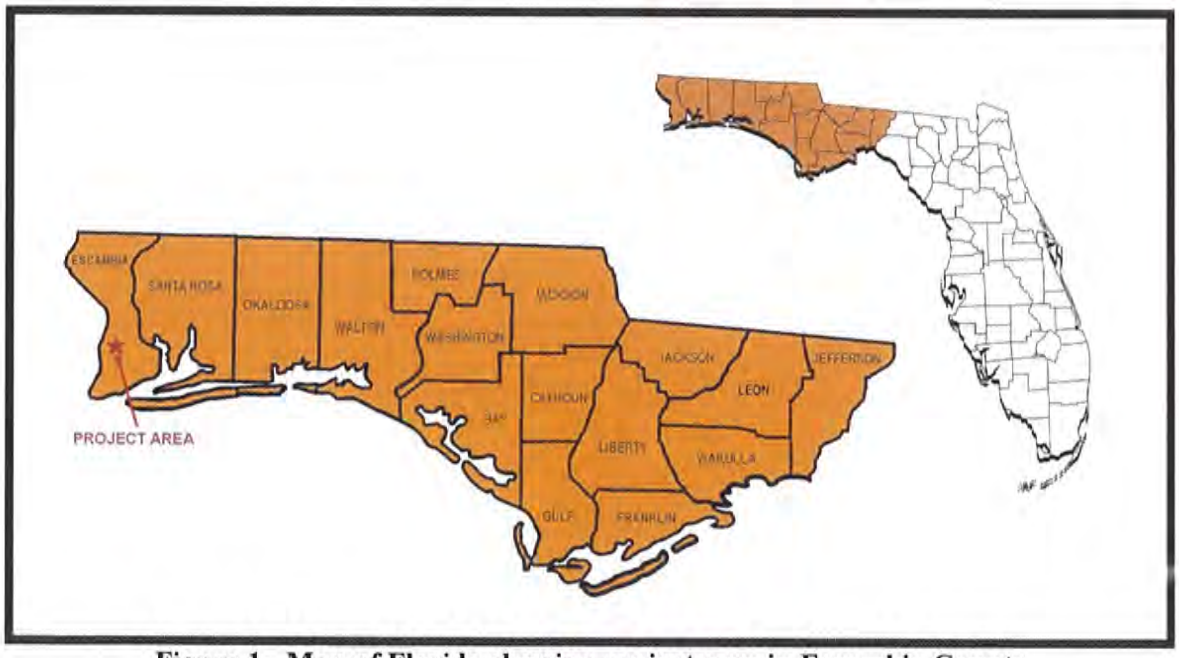

Figure 1. Map of Florida showing project area in Escambia County

NFCU recently purchased the property to accommodate an expansion of the existing campus. Phase 1 of the development plan will entail construction of new buildings, roads, and parking areas in the southeast corner of the property, to the east and south of the existing 4-H Center. Plans for later phases of development, should they be initiated, will include construction of additional buildings and parking areas encompassing the current location of the 4-H Center. NFCU is required to consider the effects of its ground disturbing activities on historic properties

in accordance with legislation and regulations that include, but are not limited to, the Antiquities Act of 1906, the Historic Sites Act of 1935, the National Historic Preservation Act of 1966 as amended (NHPA), 36 Code of Federal Regulations (CFR) Part 800, the Archaeological and Historical Preservation Act of 1974 (AHPA), the Archaeological Resources Protection Act of 1979 (ARPA), the National Environmental Policy Act of 1969 (NEPA), the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), and the American Indian Religious Freedom Act (AIRFA). PTA was retained to survey the property for the purpose of identification, documentation, and evaluation of any cultural resources that may be impacted by current and future development plans.

Figure 2. Aerial photograph showing boundaries of the project area

Synopsis of the Work

Consultation with officials at the Florida Department of Historical Resources (DHR) revealed no previously known sites were located within the project area. The fieldwork was carried out by a four-person archaeological crew under the direction of a field supervisor. The

crew conducted a pedestrian survey over the entire tract, during which all surface and subsurface exposures were examined. This latter effort was augmented by systematic interval and judgmental shovel testing. A total of 138 (104 survey and 34 recording) 50 cm by 50 cm shovel tests were excavated. The effort resulted in the identification of a cultural resource group (8ES3787) consisting of one historic site (8ES3788) and seven structures (8ES3790 to 8ES3796) located within the 4-H Camp dating from the 1950s to 1970s, a mid-twentieth century historic site (8ES3789), and a prehistoric archaeological occurrence (AO-1). None of the cultural resources in this development are eligible for nomination to the National Register of Historic Places (NRHP), and no further work is recommended.

Report Organization

Chapter Two presents a summary of the regional environment, and the culture sequence is discussed in Chapter Three. Project methods and findings are presented in Chapter Four. Chapter Five provides closing comments and management recommendations. A list of references cited follows the text.

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CHAPTER TWO
ENVIRONMENTAL OVERVIEW

Geographic Location

The Navy Federal project is situated in southern portion of Escambia County, Florida. It encompasses approximately 240 acres in Section 4 of Township 1 South, Range 31 West. The following environmental overview is adapted from Thomas and Campbell (1993) unless otherwise noted.

Physiography

Physiographically, the project is situated within the Coastal Plains province, which in turn is composed of two divisions: the Western Highlands and the Gulf Coastal Lowlands. The division results from past events in which ancient seas eroded into the Citronelle Highlands (Western Highlands) and produced the Coastal Plains. The Western Highlands reaches a maximum elevation of 88 m (290 ft) above mean sea level (amsl) in northern Santa Rosa County and slopes subtly to the south. As sea level dropped episodically, it produced the Gulf Coastal Lowlands, which are generally less than 30 m (100 ft) amsl.

Of some geomorphic importance are the marine terraces created by the episodic fluctuation in sea level during the waxing and waning of glacial ice masses during the Late Cenozoic Era, particularly the Pliocene and Pleistocene Epochs. These features are depositional, and in some cases erosional, features developed on sandy, fossil-poor sediments ranging in age from the Pliocene to the Holocene Epochs (Figure 3).

The terraces are defined as landscape features rather than as stratigraphic or depositional units with distinctive lithologies. They slope gently seaward and often terminate landward via a shoreline scarp produced by wave erosion. There has been continuing debate regarding the age of these terraces and their location. On Eglin Air Force Base, Johnson and Fredlund (1993) recognize the following based on their geomorphological investigations: Silver Bluff Complex terrace; Pamlico terrace; Penholoway terrace; a high terrace complex consisting of multiple, poorly expressed surfaces (e.g., Sunderland, Wicomico); and an upland surface (possibly the Hazelhurst Terrace). A similar viewpoint was adopted by Marsh (1966) who found the discernment of terrace surfaces above the Penholoway to be highly problematic, identifying only a Pamlico shoreline at about 10 m (30 ft) amsl and a Penholoway shoreline at 21 m (70 ft) amsl, with an Upland Surface above that, hypothesized to be a composite feature including eroded

terrace surfaces and siliclastics of the Pliocene Epoch Citronelle Formation. Marsh did not identify features corresponding to the Silver Bluff Complex in Escambia County. The Florida Geological Survey maps the Naval Federal area as Citronelle (Scott et al 2001; Scott 2001).

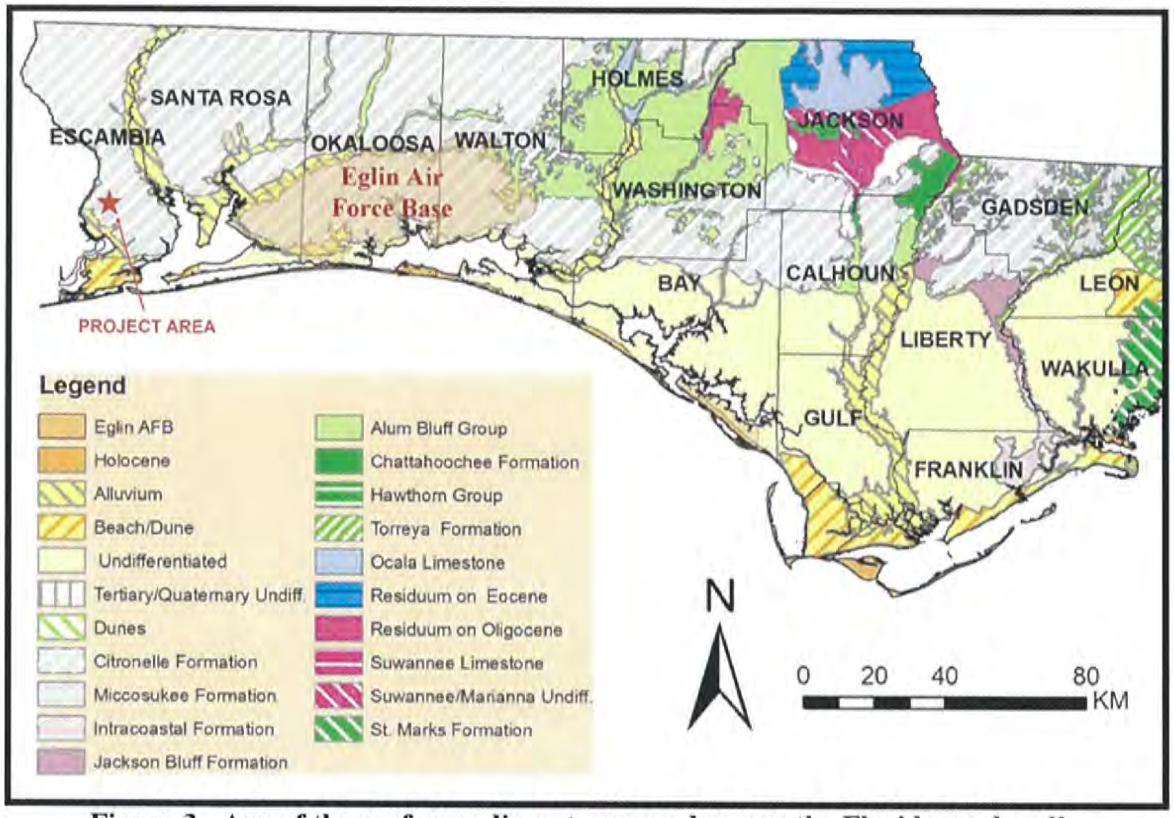

Figure 3. Age of the surface sediments mapped across the Florida panhandle (from Means 2009)

The ages of the terraces are not clear, as they are composed of sandy sediment largely lacking in definitive fossil evidence (Donoghue and Tanner 1992; Otvos 1992; cf. Colquhoun 1974; Hoyt and Hails 1974; Markewich et al. 1992). Terraces lower than the Sunderland have traditionally been considered Pleistocene Epoch features. However, there is no evidence that conclusively demonstrates a Pleistocene origin for terrace-like features in the Florida panhandle at elevations above more than nine meters amsl (Donoghue and Tanner 1992; Otvos 1992). A Pliocene rather than Pleistocene Epoch age is consistent for elevations above nine meters (30 ft) with the current continental ice sheets; the volume of the water tied up in the grounded[1] part of the Antarctic ice sheet is believed to be enough to raise mean sea level by about 73.5 m (*circa* 240 ft), and the volume of water in the Greenland ice sheet would effect a 7.3 m (24 ft) rise in sea level were it to melt (Bradley 1999; Cronin 1999).

[1] *Floating ice, including the Arctic icecap, would have no effect on sea level were it to melt.*

The Antarctic sheet is believed to have been a permanent feature since the Middle Miocene Epoch, about 14 Ma (Parrish 1998) and the Greenland ice sheet is believed to have been permanent since the Late Miocene Epoch about 7 Ma (Cronin 1999). Therefore, only times notably warmer than now would have had higher sea levels. Terrace surfaces above nine meters likely reflect the mid-Pliocene warm spell of 3.5 to 3.0 Ma as sea level is thought to have been 25 to 35 m higher (Otvos 1997) or still earlier events. Interpretation is complicated in northwest Florida by the possibility that the dissolution of limestone at rates estimated to be between one meter per 38,000 years and one meter per 160,000 years in the western Florida panhandle has led to isostatic uplift as sediments are loaded into the Gulf (Means 2009). The total uplift was estimated to have been anywhere from nine to 50 m since the Pliocene Epoch in a number of studies reviewed by Means (2009).

Paleo-temperature and sea level may be indirectly evaluated by study of isotope ratios, particularly oxygen isotope ratios, in marine sediments.[2] Oxygen Isotope Stage (OIS) ratio studies imply a considerable volume of ice since the Late Miocene Epoch (Parrish 1998:Figure 4). Furthermore, syntheses of marine isotope studies indicate warmer than present conditions in the Sangamon Interglacial Stage (OIS 5e) circa 140 to 126 thousands of years BP (Ka) and for OIS 11 circa 398 to 418 Ka, but at no other time in the Pleistocene Epoch (Lisiecki and Raymo 2005; Bradley 1999; Cronin 1999). Prior to 400 Ka, the next warmer than present episode appears to be OIS G3 circa 2650 Ka, (Lisiecki and Raymo 2005:Figure 4) which is Late Pliocene Epoch.[3] Hence, only the Silver Bluff and Pamlico terraces are likely to be of Pleistocene age.

Because sea level was at least 20 m lower than the current level after about 120 Ka until well into the Holocene (Saucier 1994:Figure 4; Bradley 1999:Figure 6.13), there is some doubt as to whether the Silver Bluff terrace could reflect a Middle Wisconsinan highstand. Johnson and Fredlund (1993:45) have suggested that the Pleistocene component of the Silver Bluff terrace complex could have been Middle Wisconsin and reflective of a *lower than present* sea level which is now at eight to 10 ft amsl due to subsequent uplift.

It has also been suggested that there may have been one or more highstands of +1 to +2 m (about the elevational range of the Silver Bluff) after *circa* 6000 BP. In that light, the Holocene component of the Silver Bluff may reflect a highstand of one to two meters above current mean sea level at about 6000 BP (Cronin 1999:401-404; Donoghue and Tanner 1992:238) or later (Balsillie and Donoghue 2004). However, recent studies of several northern Gulf Coast estuaries put sea level at circa -4 m amsl at 6000 BP, -2 m at 4000 BP, and -1 m at 2000 BP, so that a higher than present sea level at any time in the Holocene is controversial.

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[2] *Without going into detail, the oxygen isotope ^{16}O is preferentially sequestered in ice, rather than the ^{18}O isotope. Because the normal ratio of ^{16}O to ^{18}O is known, decreases in the ratio, symbolized $\delta^{18}O$, as determined in marine sediments are interpretable as increased ice volumes and, therefore, lower temperatures, while increases in $\delta^{18}O$ are interpretable as decreased ice and warmer temperatures (cf. Parrish 1998; Bradley 1999; Cronin 1999).*

[3] *The Pliocene-Pleistocene boundary is currently established as being at 2.588 Ma. It was reset by the International Union of Geological Sciences (IUGS) from 1.806 Ma to 2.588 Ma with the transfer of the Gelasian Stage from the Pliocene to the Pleistocene (Riccardi 2009).*

Other major geomorphic features of the coast are a barrier island (Santa Rosa Island) and its associated lagoons and bays. This complex represents classic form and process for the Gulf Coast; geomorphic elements include river-mouth swamps and marshes, coastal terraces, the bay, and the barrier bar/island (Santa Rosa Island with its tidal inlet and associated tidal colk, marine tidal bar, tidal delta, active dunes, relict dunes, active bay-mouth spits, relict bay-mouth spits, and submerged shell reefs).

Soils

The project area is mapped as the Bonifay-Notcher-Troup association (United States Department of Agriculture [USDA] 2004). This association features generally well-drained soils on relatively level to moderately steep surfaces. This is an upland unit with soils which have loamy surface layers and sandy subsurface layers and loamy subsoils, or are loamy throughout. Major soil types the Notcher series on summits and side slopes, with Bonifay soils present on gently sloped summits and side slopes, while excessively drained Troup soils are on narrow summits and gently to moderately sloping side slopes. Also present are small areas of the Lucy, Malbis, Perdido, Lakeland, Red Bay, Albany, Pelham, and Cowarts series, as well as a few others.

Surface Hydrology

Escambia County is bound on the west by the Perdido River, which also comprises the Florida-Alabama boundary. The Escambia River originates in Alabama and flows south through Florida, and constitutes the boundary between Escambia and Santa Rosa counties. The Navy Federal Project area is drained by Elevenmile Creek which discharges directly into the head of Perdido Bay.

Ponds of varying types and sizes exist within Escambia County. Some are artificial being due to stream impoundment. Many others reflect the collection of water in depressions that are underlain by clay or iron-cemented sandstone (Marsh 1966). Still others are rainwater-filled clay borrow pits, and likely related to the depressional ponds. Steephead ponds also occur (Marsh 1966), but none seem to be near the project area.

Paleoenvironment

At the Wisconsin maximum *circa* 22,000 to 18,000 BP, sea level was at -120 m (-390 ft) or deeper, exposing vast expanses of the present continental shelf (Coastal Environments 1977; Blackwelder et al. 1979; Fernald 1981:16). The Gulf shoreline may have been some 80 km (50 mi) south of the current shoreline, and the entire area at that time would have been high and dry (Hine 1997:Figure 11.1). The Choctawhatchee, Yellow, and Blackwater Rivers joined somewhat south of Pensacola and the combined system discharged into the Gulf of Mexico (Bart and Anderson 2004).

After a gradual warming period about 18,000 to 14,000 years ago, conditions began to warm more rapidly and sea level rose much faster, at a rate of about 0.45 cm/year, and by about

2.4 cm/year from 14,000 to 11,000 years ago. Pollen and paleontological studies have revealed a vegetation regime of open pine forests giving way to oak/hickory stands and local prairies (Fredlund and Johnson 1993). Late Pleistocene biotic communities had a fine grained, diverse nature without modern counterparts; for example, there were widespread extinctions of many megafauna species 12,000 to 10,000 years ago (Graham and Lundelius 1984). The warming trend was briefly reversed by a cool spell, usually referred to as the Younger Dryas between 11,000 and 10,000 BP (12,800 to 11,500 cal BP).

The Younger Dryas was the last great Pleistocene cold snap, and its end (cal 11,500 BP) is considered to be the start of the Holocene. By cal 10,000 BP the Laurentide deglaciation was well advanced, and a recent sea level curve for the Gulf of Mexico puts sea level in the northern Gulf at approximately -19 m (-62 ft) and rising at a rate of 9 mm/yr (Milliken et al. 2008). These data place the Gulf shoreline some eight to 13 km (five to eight miles) south of Perdido Key.[4]

By the time that humans had arrived in Florida sea level would have been about 35 m lower than now (Bradley 1999:Figure 6.50).[5] Thus Paleoindians occupied a "Florida" twice its modern size, so that present-day coasts were inland, even upland, areas and late Pleistocene shorelines in the Gulf of Mexico were located as much as 120 to 150 km seaward of their modern locations. It is not difficult to see why Paleoindian period coastal sites have yet to be discovered in Florida—they are submerged beneath fathoms of ocean water, kilometers offshore (Stright 1986). Between 9,000 and 5,000 years ago the North American climate became warmer and drier than it currently is, an interval variously referred to as the climatic optimum, Atlantic, or Hypsithermal (Pielou 1991).

Otvos (2004:115) indicates that there was considerable aeolian activity in the northern Gulf of Mexico in the Hypsithermal, one episode between 10,500 and 8,500 BP, and a second between 6,800 and 5,700 BP. Dune formation is known to have been active on the northern Gulf of Mexico coastal plain circa 9900 – 5100 OSL/TL years ago, due to arid conditions and related causes (Otvos 2004, 2005; cf. Ivester et al. 2001; Ivester and Leigh 2003). Otvos (2004) indicates the development of a semi-continuous belt of dune fields and sand sheets in southeastern Alabama and northwestern Florida some 390 km long and two to three kilometers wide with elevations of up to 22 m (72 ft) amsl.

Fredlund and Johnson's (1993) fossil pollen analysis from four selected sites on Eglin for the HPP provides data that help reconstruct the Holocene history of the pine-oak forests of the region. The data show that an accumulation of the pollen-bearing, limnetic and peaty sediments at these sites was initiated by a major climatic shift around 8400 BP. At that time the climate appears to have rapidly shifted from one of less annual rainfall to a more mesic, but seasonally variable moisture regime. Lightning-producing spring storms, as part of the new climatic regime, created the right conditions for frequent fires, resulting in the rapid rise of longleaf pine

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[4] *Sea level would have been -18 ft circa cal 6000 BP and -6 ft circa cal 3000 BP (after Milliken et al. 2008:Figure 5).*

[5] *According to Th/U (thorium-uranium) dated corals at Barbados (Bradley 1999).*

as the dominant tree in the Southern Evergreen Forest. Following the 8400 BP climate change, cypress and tupelo (*Nyssa sylvatica* var. biflora) soon invaded the shallow upland basins.

Changes in pollen percentages and accumulation rates for tree and shrub taxa document a 1,200-year period of vegetational readjustment following the 8,400 BP onset of the change in climate. During this readjustment, oaks, the established dominant trees in the open, xeric forests prior to the climatic change, realized a substantial but short-lived (300 years) increase in biomass at the onset of the more mesic conditions. As the established oaks, pines and other trees reached maturity and began to die of old age, recruitment of fire-tolerant longleaf pine seedlings far exceeded that of oak and other deciduous trees. This trend continued until about 7200 BP, when the longleaf pine forests reached a dynamic equilibrium equivalent to that of the historically documented forests within the region.

Translating these data into archaeological interpretation of prehistoric populations, the Paleoindians and Early Archaic people seem to have been exposed to far greater environmental diversity than later groups. Throughout the entirety of the archaeological record, however, the climate and associated flora and fauna certainly had an influence on the extent to which the study area was occupied/utilized, selection of habitation areas as well as those for resource exploitation, and technological issues to maximize exploitation practices.

Summary

In summary, Northwest Florida has been a dynamic environment, exhibiting fluctuations in sea level, periods of increased warming and cooling, and differences in both the flora and fauna as a result of the consequent environmental changes. The differing environmental conditions have had a concomitant effect upon human populations since Paleoindians first appeared in the region. The stabilization of sea level and accompanying establishment of the modern climate has meant greater consistency in the environment to which humans adapted, but there exist great variation in these adaptations in response to cultural influence. Both adaptation to environmental conditions and cultural factors are reflected in the archaeological record, as discussed in the subsequent chapter.

CHAPTER THREE
CULTURAL OVERVIEW

Previous Archaeological Investigations

Formal archaeological investigations in the north-central Gulf Coast region began with Sternberg's (1876) excavations at the Bear Point site (1BA1), located on the eastern shore of Perdido Bay. This work listed burials and artifact assemblages, and produced a collection of shell-tempered vessels. In the 1880s, Walker (1885) identified shell middens in the Pensacola and Choctawhatchee Bay systems, and provided fairly complete descriptions of the archaeological materials encountered. At the turn of the century, C. B. Moore (1901, 1918) visited the northern Gulf Coast and investigated numerous sites. Among these were Bear Point (1BA1), Santa Rosa Sound (8SR1), Graveyard Point (8SR3), Maester Creek Mound (8SR870), Fort Walton Temple Mound (8OK6), and Hogtown Bayou (8WL9). Primarily interested in the spectacular mound and burial sites, Moore published detailed descriptions of his work in the Journal of the Academy of Natural Sciences of Philadelphia. He described mortuary practices and documented differences in pottery styles between the Mobile-Pensacola and Apalachee Bay regions (Willey 1949:24-25). W. H. Holmes (1903), one of the most significant archaeologists of his day, analyzed Moore's ceramic collections from Bear Point on Perdido Bay, as well as several site collections recovered along Choctawhatchee Bay. His work identified three major ceramic ware groups: the Mobile-Pensacola, the Apalachicola, and the Appalachian (Willey 1949:27). Holmes observed the similarities and differences among these wares, and noted that a decrease in the Mobile-Pensacola ware and an increase in the Apalachicola ware occurred between Choctawhatchee Bay and the Apalachicola River.

The next substantive archaeological work undertaken in the region was conducted by Gordon Willey (1949). In his monumental Archeology of the Florida Gulf Coast, Willey (1949) developed a prehistoric chronological framework and produced the first ceramic typologies for the Gulf Coast. Both are still applicable today.

With the advent of cultural resources management, responding to government and private sector needs to fulfill obligations under Sections 106 and 110 of the NHPA, a large number of projects have been undertaken in the project region within northwest Florida. UWF has been consistently active in both regulation-driven and academic research projects. Current UWF president, Judith Bense (1994), has published a comprehensive overview of the cultural history of northwest Florida based on the university's work as well as that of other researchers.

A sample of projects by UWF graduate students shows a wide range of study and resulted in theses, such as one on predictive modeling at the Presidio de Santa Raria de Galve (Chapman 1998; Harris 1999; Wilson 2000), lithic production trajectories and prehistoric settlement patterns, and architectural variation at the three Pensacola presidios (Green 2009). Phillips (1996, 1998) has conducted survey and extensive investigation of water-powered mills in the Pensacola/Escambia County area, including the documentation of what are essentially industrial towns. UWF also has a full-time maritime program that has surveyed the Pensacola waterfront, conducted work at Fort Pickens, and undertaken investigation at a number of wrecks.

Cultural resources contractors have been also been involved in a wide variety of work in the study area. PTA has been working in the region since 1982, and multi-year investigations at nearby Eglin AFB led to a detailed refinement of the culture sequence that is widely referenced by regional archaeologists (Thomas and Campbell 1993). Other projects have included investigations at Pensacola Naval Air Station (Mikell 1998) and monitoring at Fort Pickens during which they consulted with UWF staff (Aubuchon 2013). There are numerous records of surveys and other cultural investigations relevant to the northwest Florida region (e.g., Curren 1987; Mikell and Quinn 2004). The Pensacola and surrounding area has a long and rich cultural history, which continues to generate the need for archaeological and historic inquiry and will do so for the unforeseeable future.

Cultural Sequence

Prehistoric Sequence

Paleoindian: The earliest point cluster presented by Farr (2006:111) is the "Fluted Lanceolate Cluster." Among the points he includes in this cluster is Clovis, isolated examples of which have been found in the study area. Examples have been retrieved from shallow waters of area bays, but overall archaeological evidence of these early people is slim in this part of northwest Florida. Deeply buried deposits are possible, but there is also the issue of sea level. These early populations roamed a landmass considerably larger than present-day Florida. If the manufacturers of the classic fluted Paleoindian points were intensively exploiting the coastal zones of this region, evidence for the bulk of their presence may now lie offshore.

Late Paleoindian/Early Archaic-Middle Archaic: There has been a substantial advancement in understanding these populations through an increase in the discovery of intact components over the last decade. Most of these discoveries have been made as a result of mission-driven archaeological investigations on Eglin Air Force Base (AFB), which encompasses parts of Santa Rosa, Okaloosa, and Walton counties, located east of Escambia County.

The components have been recognized by Bolen Side-notched and Bolen Corner-notched points, which have been commonly found in the area. The suite of point types has expanded to include Dalton, Palmer, Kirk Corner-notched, Wacissa, Arredondo, Kirk Stemmed, and Hamilton, and a couple of less common types.

The chronological implications of the diagnostic points have been established in part by a compilation of radiocarbon dates made available on the Southeastern Archaeological Center (SEAC) website, although the ranges of these dates are, in some cases, broad and often overlapping. Morphological attributes have also been used as a basis for relative chronology (cf. Anderson and Sassaman 1996; Farr 2006; Faught and Waggoner 2012). Within the study area, the Late Paleoindian/Early Archaic sequence seems to start with Farr's (2006:111) "Dalton Cluster" (about 12,500 to 11,500 BP), and there is evidence of a relatively large and widespread occupation in the early part of the sequence. Less frequent, Suwannee/Simpson points are included in the cluster, with a suggested date coeval with Dalton, about 12,500 to 11,500 BP (Farr 2006:39, 42). Hardaway falls in Farr's (2006:111) "Transitional Side-notched Cluster," generally dating to 11,500 to 11,000 BP, but these points are relatively sparse.

Farr's (2006:107) "Early Notched Cluster" includes points with side and corner-notched bases, with a range from around 11,000 to 9,750 BP. Representative types include Bolen Side-notched, Bolen Corner-notched, Kirk Corner-notched, Palmer, and Wacissa. Farr (2006) believes Wacissa is transitional between notched and stemmed forms.

The "Archaic Stemmed Cluster" in Farr's (2006:111) sequencing includes a variety of points found in northwest Florida, including Kirk Stemmed, Kirk Serrated, Arredondo, Hamilton, and Sumter. Dating about 8,900 to 8,000 BP (Farr 2006), Kirk Stemmed/Serrated represents the early stemmed tradition. Sumter is less securely dated to between 9,500 and 5,700 BP. The other three are bifurcates, which may be dated to around 9,500 to 8,500 BP. The bifurcates (e.g., Hamilton) saddle the Early Archaic to Middle Archaic span depending which researcher is being cited.

There has been discussion of a hiatus or abandonment of the area in the Middle Archaic as a result of climate change. Thomas et al. (2008) report no dramatic decrease in the Archaic Stemmed Cluster to support a complete exit out of this part of northwest Florida. Instead, they suggest Middle Archaic populations may have responded to climatic shifts—and the effects on exploitable resources—by technological and settlement changes, some of which may not be well recognized in the archaeological record yet.

Late Archaic/Gulf Formational: The Late Archaic lithic industry is marked by points referred to as the Florida Archaic Stemmed type. This "type" encompasses points such as Marion, Putnam, and Levy. Examples of other Late Archaic types include Mud Creek, Baker's Creek, and the Destin point (Thomas and Campbell 1993).

During the Late Archaic, portions of the study area in northwest Florida were part of what is called the Elliotts Point Complex, a local manifestation of the Poverty Point Complex in the Lower Mississippi Valley (Lazarus, 1958; Webb 1982). Radiocarbon dates bracket Elliotts Point between about 2,500 BC and 600 BC (Campbell et al. 2004). Sometime after its initial appearance, the Elliotts Point complex fluoresced into its classic form, marked by a distinctive artifact inventory that includes well-formed baked clay objects (BCOs), known as Elliotts Point

objects (EPOs) for their similarity to Poverty Point objects, steatite vessels and ground stone, microliths, and exotic items indicative of participation in the Poverty Point trade network.

Sites tend to cluster in eco-zones where numerous exploitable resources are present (Webb 1982; Thomas and Campbell 1993). Additionally, there is evidence of accretional mounds, at least one of which (8WL90) may have been a redistribution center (Thomas and Campbell 1993; Campbell et al. 2004). Investigations in the area around that mound site have found evidence of specialized workshops 8WL92 (e.g., production of drills). The separation of the lithic workshop from the mound is reminiscent of the community patterning at Poverty Point (Thomas and Campbell 1991, 1993).

The issue of when fiber-tempered pottery (Norwood type) entered the Late Archaic culture is noteworthy as it has been the subject of discussion among researchers as to when it arrived in assemblages, how important it was, and why the quantities are overall quite low as noted by Campbell et al. (2004). It is clear from radiocarbon dates that steatite vessels were in the study area well before fiber-tempered pottery. 8WL1005, located in the Alaqua drainage, attests to that observation. While the bowls themselves were made on non-locally available resources, they were cached at the site, an indication that someone intended to return to that location, possibly as a collection camp, at a later time.

Campbell et al. (2004) suggest fiber-tempered pottery may have been a late addition to the assemblage. If fiber-tempered pottery was a late arrival into this area, it would support Sassaman's (1993) posture on the slow and erratic movement of pottery after its introduction on the Atlantic Coast. He believes that part of the reason for the delayed appearance of pottery west along the Gulf Coast lies in the control of trade networks. Essentially, the people who controlled the Late Archaic trade networks probably enjoyed prestige and power, and were likely also influential in shaping the direction and pace of technological change in a given region. Extremely important in that network was the trade of steatite for use as containers. Pottery vessels presented a direct threat to the value of steatite. Thus, the powerful Poverty Point trade network, viewed by some as the perfect conduit for the diffusion of pottery, may have instead worked to stall its spread and acceptance across the Southeast.

Deptford: Around 600 BC Deptford populations settled in local villages in coastal areas, practicing a subsistence strategy that included shellfish collection, collection of plant resources, hunting, and fishing. They produced coiled ceramics tempered with sand and sand/grit, and decorated by stamping. Among the types are Deptford Bold Check Stamped, Deptford Linear Stamped, and Deptford Simple Stamped (Bense 1994).

Deptford settlement was characterized by large villages that were probably occupied year round. In addition to the central base villages, numerous small Deptford artifact scatters and shell middens are found throughout the region. Many of these probably represent camps that were visited by village occupants for the purpose of resource exploitation.

Ample evidence of subsistence exists, with middens indicating the Deptford people were engaged in the harvesting of shellfish. Oyster predominates, but rangia, quahog, stromb, and whelk represent minor occurrences along with incidental amounts of Pecten, moon snail, and Fasciolaria. However, it is unlikely that shellfish accounted for a major part of the diet. Floral remains suggest gathering was also a subsistence pursuit, while faunal remains from Deptford sites reveal that the occupants were actively hunting and fishing as well. DeFrance's (1985) analysis of fish remains from Pirates Bay (8OK183) identified blue runner, Jack Crevalle, sheepshead, striped mullet, southern flounder, marine catfish, black drum, red drum, speckled trout, white trout, bluefish, and some evidence of barracuda, sea bass, and shark. Other faunal remains represented in the Deptford middens include white-tail deer, gray squirrel, rabbit, opossum, rodents, striped skunk, muskrat, and black bear. Migratory fowl and reptiles have also been recovered.

The Deptford culture in the study area overall appears quite different from that found to the east. The absence of mounds in the study area is one difference and the apparent non-participation in the Yent ceremonial complex is another. Instead, it appears that the Deptford people here disposed of their dead in graves within or adjacent to their villages (Thomas and Campbell 1993).

Deptford culture seems to have endured over a long period of time, reflecting a population that was conservative and slow to change. Change did come around 50 BC when influence from Marksville to the west and Swift Creek to the east becomes evident. These changes are manifested as the Okaloosa phase, defined by Thomas and Campbell (1985) on the basis of their work at the Pirates' Bay site on Santa Rosa Sound in Okaloosa County, Florida, and confirmed by University of West Florida excavations at the Hawkshaw site (8ES1287) in Pensacola, Florida (Bense 1985, 1994). Similar sites have been found within the area from Escambia through Walton counties (Thomas and Campbell 1993; Bense 1994).

Radiocarbon dates bracket the Late Deptford Okaloosa phase between about 50 BC and AD 150 (Bense 1985, 1994; Thomas and Campbell 1985). The artifact inventory was characterized by a continuation of Deptford pottery, the presence of classic Santa Rosa series sherds, some Marksville remains, and crude, incipient Swift Creek styles. It was a time of renewed or increased influence from the west and, with the introduction of the Swift Creek styles from the east, the Okaloosa phase potters were actively engaged in ceramic experimentation. The lithic assemblage is distinguished by the presence of small, backed white quartz pebbles that appear to have been specialized tools. These items appear in Santa Rosa/Swift Creek assemblages as well.

Santa Rosa/Swift Creek: Radiocarbon dates from Santa Rosa/Swift Creek sites in the Pensacola (Phillips 1992) and Choctawhatchee (Thomas and Campbell 1993) neighboring bay systems indicate a 300-year cultural span, in the former it extended from about AD 350 to 650 and in the latter, it extended from around AD 150 to 450. Bense (1992) observes a similar temporal disparity between the dates of the preceding Late Deptford culture in these bay systems: 50 BC to AD 150 around Choctawhatchee Bay (Thomas and Campbell 1984), but the

culturally similar Hawkshaw phase in the Pensacola Bay area has been dated to AD 260 (Bense 1985). Bense (1992) attributes this to diffusion lag in pottery styles. She is quick to point out, however, that understanding the dynamics of these cultures between two bay systems in such close proximity requires a better sample of radiocarbon dates from solid contexts.

Some variation within Santa Rosa/Swift Creek has been suggested in assemblages examined by Thomas and Campbell (1993). At 8WL58, they reported high percentages of plainwares, with the best represented decorated types being Swift Creek Complicated Stamped, Basin Bayou Incised, Franklin Brushed, and Santa Rosa Punctated. Other complicated stamped types were only minor occurrences and check stamping was rare to absent. Franklin Plain rims displayed a wide range of treatment from undulating rims to classic piecrust styles and lip treatment included incising, punctuating, and notching.

The assemblage of later Santa Rosa/Swift Creek sites (e.g., 8WL36) was described as strikingly consistent, being marked by a variety of Swift Creek Complicated Stamped designs. Other types in the later assemblage included St. Andrews Complicated Stamped, West Florida Cord Marked, Crooked River Complicated Stamped (in minor quantities), Alligator Bayou Stamped, Santa Rosa Stamped, Basin Bayou Incised, occasional Gulf Check stamped, and Franklin Plain. Noticeably infrequent was the type New River Complicated Stamped, a presumably early marker of Santa Rosa/Swift Creek and one that was found in association with the Okaloosa phase of Late Deptford (Thomas and Campbell 1985; Bense 1985).

A distinctive pottery type not found in earlier components exhibited a bold check stamp and raised dot in the center of the check stamp, similar to Sun City Complicated Stamped. Found in Walton County at 8WL36, it was named for the type site, Horseshoe Bayou Complicated Stamped to distinguish it as part of the northwest Florida Late Santa Rosa/Swift Creek assemblage. Penton (1970) described finding 10 sherds with similar raised dots at the Bird Hammock site in Wakulla County and observed that similar sherds were found at the Refuge Tower site in the St. Marks National Wildlife Refuge. Additionally, Sears (1963) reported a single sherd of this type from the Tucker site in Franklin County. The Horseshoe Bayou Complicated Stamped sherds seem to be part of the overall complicated stamping tradition that dominates the latter part of the Santa Rosa/Swift Creek cultural era.

There was diversity in raw material of chipped stone points which were usually made on Tallahatta quartzite, and less frequently, non-local gray or rose chert. Morphologically, some of the points are similar to the Columbia type, although Phelps (1966, 1969) refers to them as Swift Creek points. Bradford points are also found in these contexts. There was a unifacial industry on Two Egg chert and the opaque citrus section industry evident in Deptford continued, but to a lesser degree. Bone tool production was also important, more so it seems in later assemblages.

Researchers have observed several patterns in the distribution of Santa Rosa/Swift Creek sites, with an emphasis on coastal settings (Thomas and Campbell 1993; Bense 1992). Despite intensive survey of interior locations in this part of northwest Florida, very little evidence of Middle Woodland activity has been identified (Thomas and Campbell 1993; Bense 1983). Bense

(1992) states that these results "support the theory the Indian population during these periods was concentrated on the coastal strip, and the interior was essentially vacant and used only for special-purpose, short-term activities."

The second pattern observed is in site configuration, with three types of characteristic midden arrangements: ring middens, linear middens, and small midden dumps. Ring middens are large, with well-formed rings a meter or higher, and clean central plazas. These take the form of a complete ring or are horseshoe-shaped. Testing at these sites has generally shown the interior plaza to be sterile or nearly so (Thomas and Campbell 1993; Bense 1992).

The third pattern observed in Santa Rosa/Swift Creek sites is site class, to which Bense (1992) references the three identified by Phelps (1969) and Penton (1974): multi-mound centers, middens with mounds, and middens without mounds. No multi-mound centers have been identified in northwest Florida or even close to the region. However, there is evidence of mounds with midden. Large and small midden sites are found in quantity throughout the coastal zone of northwest Florida, and there is strong evidence of clustering in the spatial distributions (Bense 1992; Thomas and Campbell 1993). These sites display the assemblage traits noted above, with some temporal variation as noted.

Bense (1992) cites six Santa Rosa/Swift Creek burial mounds in northwest Florida, and reliable information on contents is available on four. Cremations have been identified as well as multiple skull burials, with interments sometimes covered with shell. Most of the offerings were ceramic vessels, some deliberately placed as ceremonial caches.

Subsistence studies (Thomas and Campbell 1990, 1993; Phelps 1969) indicate the shell middens are made up of either oyster or rangia, which differ in their salt tolerance. In areas with low salinity, rangia (marsh clams) dominate the middens, whereas oysters compose the major shellfish in more saline areas. Other shellfish regularly exploited were mercenaria, lightning whelk, coquina, scallop, and conch. While shellfish remains dominate the bulk of the shell middens, fish contributed more heavily to the diet, with the same variety of types as those discussed previously for Deptford. Deer, reptile, and bird remains also indicate the importance of hunting.

Santa Rosa/Swift Creek ceremonialism is manifested in the area by the mounds noted above. Additionally, there is the recovery of certain artifacts often associated with ritual practices, pipes being one example, and even the ring midden configuration may imply ritualistic activity (cf. Bense 1992; Russo et al. 2009). One case in point are burials in the plaza of the Bernath site (8SR986) in Santa Rosa County that led Bense (1992) to suggest that ring middens may have been sociopolitical centers. The plazas of these middens were hypothesized to have served the social and burial needs of resident leaders. However, not all such interiors of ring middens have yielded burials and most, as noted, are devoid of much in the way of material goods. It may be that ceremonialism declined toward the end of Santa Rosa/Swift Creek, possibly as a result of waning influence from Marksville and Hopewell cultures that ushered in the Santa Rosa pottery styles early on. If so, late Santa Rosa/Swift Creek populations in this

region may have altered belief systems, burial traditions, manifestations of ceremonial behavior and/or other aspects of their cultural religiosity.

Weeden Island: Remains of Weeden Island occupations are literally broadcast over this part of northwest Florida. Although coastal settlement continued, the interior patterns of distribution reflect a sharp change in land use from that evidenced by the occurrence of Deptford or Santa Rosa/Swift Creek sites.

Although this is a well-studied era in prehistory, gaps in issues remain. The issue of chronology is a case in point. In the late 1930s, Willey and Woodbury defined two phases of Weeden Island, distinguished from one another on the basis of relative frequencies of complicated stamped versus check stamped ceramics. Willey (1949) later expanded his definition, characterizing Weeden Island I as a culture that continued to produce Swift Creek Complicated Stamped wares in addition to Weeden Island ceramics. Weeden Island II was characterized by a preponderance of Wakulla Check stamped pottery and plain wares and the disappearance of complicated stamped types (Willey 1949:396-397).

His definition basically held sway over archaeological interpretations for the next 25 years. In the 1970s, Percy and Brose (1974) defined five phases of Weeden Island for midden sites in the Apalachicola region. As outlined by Percy and Brose (1974:6), Weeden Island 1 is characterized by a few Weeden Island series incised and punctated types, such as Carrabelle Incised, Carrabelle Punctated, Keith Incised, and Weeden Island Incised, and a predominance of late variety Swift Creek Complicated Stamped. In Weeden Island 2 there is greater variety of Weeden Island types. Weeden Island 3 sees the introduction of Wakulla Check stamped and a slight decline in the importance of complicated stamped wares. In Weeden Island 4, complicated stamping disappears altogether, and Weeden Island 5 is characterized by a dominance of check stamping, a limited quantity of incised and punctated types, and a minor occurrence of corncob-impressed pottery.

Thomas and Campbell (1993) suggest that while Willey's (1949) scheme may have been too broad, Percy and Brose's (1974) phase sequence for midden sites may have been too narrow. White (1981:645) had earlier pointed out the difficulty in many cases in distinguishing between occupations dating to Weeden Island 1, 2, 3, 4, or 5 using the markers designated by Percy and Brose (1974). Using radiocarbon dates in combination with ceramic assemblage traits, New World Research (NWR) (Thomas and Campbell 1993) proposed alterations to the sequence. They examined the applicability of the sequences of Willey (1949), Percy and Brose (1974), and NWR's three-part sequence developed for the St. Andrew Bay region (Mikell et al. 1989). Again, it was based on the relative frequencies of certain ceramic types. Their analyses produced findings contradictory to traditional thoughts on the appearance of certain pottery traits. A main concern was whether ceramic type *frequencies* might have had less to do with temporal variation in emergent Weeden Island populations and more with form and function. If the form and function may have been more important than previously believed, it would cast doubt on the *a priori* assumption that sites dominated by Wakulla Check Stamped sherds were *per force* late.

On the issue of form and function over chronology, Fewkes (1924) was the first to notice that certain decorated pottery types were present in burial mounds, while village contexts were dominated by plain wares. Sears (1963) called the differential occurrence of pottery the sacred-secular dichotomy. The dichotomy was based on the belief that elite pottery, presumed to be more difficult and time-consuming to manufacture than plain wares or paddle-stamped ceramics, was produced by craftsmen. Examples of elite wares include finely incised, punctated, and painted decorations, along with applied effigies and other elaborate treatments.

The differential distribution of the elite versus utilitarian pottery at Weeden Island sites was taken to reflect variation in occupation by individuals of a higher social status versus the common folk. Russo et al.'s (2009) investigations at Weeden Island sites in Bay County, Florida, have examined the distribution of incised and punctated types to Wakulla Check Stamped, reviving the tripartite distribution of pottery recognized at the inland Weeden Island McKeithen site (Kohler 1978; Milanich et al. 1984; Cordell 1984). Russo et al. (2009) examined the distribution of Weeden Island ceramics at the Hare Hammock group, which included a Weeden Island mound (8BY30) and village ring midden (8BY1347). They discovered that plain wares and utilitarian decorated types were rather well distributed in the ring midden, concluding that either the reliability of using elite versus utilitarian wares is not strong in ring middens or the occupation at that mound and village was relatively egalitarian, although not ruling out the fact that ceramic types may still be better indicators of function than time.

Attribute analysis of ceramics, taking into consideration a sacred-secular dichotomy and what ceramic types in the study region constitute possible "elite" wares versus "utilitarian" wares is to be embraced if a clear understanding of not only Weeden Island chronology, but settlement patterns and dynamics are to be understood. For example, there are Weeden Island sites around steepheads along the margins of divides well in the interior of the region that have assemblages characterized by high quality incised and punctated types, but there appears to be no apparent ritual or function associated with these sites that could explain the presence of such high quality wares more consistent with mounds and villages near mound locations (Campbell et al. 2010).

The issue of ceramic function versus temporal implications will be ultimately sorted out by studies of assemblages from such sites as discussed above as well as comparison of the traits with absolute dates. A number of dates have been obtained, but their implication in terms of cultural variation over time hinges on the analysis of suitable-sized collections. That said, based on the dates alone, Weeden Island populations were in the area for a very long time, with dates as early as AD 15 to 395 to as late as AD 1,085 to 1,315, although the very latest may represent a continuation of Weeden Island pottery into Mississippian assemblages (Thomas et al. 1995).

The types of sites represented by Weeden Island remains in the region include mounds, villages, hamlets, and camps. From the evidence accumulated to date, no marked change in community patterning appears through the period of Weeden Island occupation except for an increase in the number of sites. Villages are both large and small shell middens much like those described by Milanich and Fairbanks (1980). Several configurations characterize Weeden Island

village middens, which have been confidently identified only in coastal settings in the study area. In many cases, the sites contain linear deposits that actually represent a number of small, overlapping, circular shell heaps. Other villages are marked by horseshoe-shaped shell midden, which is a characteristic of Weeden Island as well as Santa Rosa/Swift Creek community patterning (Milanich and Fairbanks 1980). Weeden Island villages on the interior appear to have been smaller, certainly not like the deep middens found in the Apalachicola-Chattahoochee-Flint river area described by Milanich and Fairbanks (1980). However, Weeden Island village sites on the interior are often strung out in semicircular fashion around springheads, a trend suggested by Milanich and Fairbanks (1980) as distinctive of the culture.

Weeden Island subsistence was broad-based, reflecting fishing, shellfish collection, and gathering (Thomas and Campbell 1993). Fish remains indicate these Late Woodland populations were taking full advantage of the bay, sound, and gulf. Represented in the collections are boney fish, herring, saltwater catfish, sea catfish, jack, porgies, sheepshead, mullet, flounder, bowfin, drum, and gar. Shell middens indicate a preference for oysters, although conch, rangia and other species may be minor constituents. Vertebrate faunal remains in Weeden Island collections include white-tail deer, unidentified mammal, unidentified avian, freshwater turtle, and pond/cooter turtle. Acorns and hickory nuts were actively collected as were various plant species, such as yaupon, wild grape, edible palmetto shoots, and gallberry, which attract bees. Today, gallberry honey is prized for its rich taste and resistance to granulation (i.e. it keeps well) and palmetto honey is considered a gourmet product. At the present time, there is no evidence of agriculture by Weeden Island groups in this region.

Ceremonialism is represented by the ritual mound burial tradition, which reached its peak in the area during Weeden Island times. Milanich and Fairbanks (1980) observe that it is only in northwest and north Florida that patterned burial mounds with east-side deposits are observed.

Fort Walton/Pensacola: This region, like much of the northern Gulf Coast, witnessed a replacement of Late Woodland culture (Weeden Island) by the Fort Walton and Pensacola Mississippian culture variants no later than AD 1,200 and probably somewhat earlier. As Tesar (1980), Brose and Percy (1978), and others have pointed out, a general Weeden Island sand-tempered ceramic tradition appears to metamorphose into Fort Walton in both the Choctawhatchee and St. Andrew Bay areas without much evidence of an evolutionary transition. While this is probably not entirely true and does not argue for instantaneous Mississippianization or invasion, there is no clear evidence to characterize the period of 200 to 300 years of late Weeden Island to Fort Walton transition. Knight (1984) points out that the transition lacks clarity for the Pensacola variant as well. If a terminal Weeden Island phase can be recognized, the transition may be better explained.

The late prehistoric culture of northwest Florida had at least two regional expressions: Fort Walton and Pensacola. Fort Walton and Pensacola share traits with each other as well as with other Southeastern Mississippian groups. Willey (1949) defines the Fort Walton culture and appends the Pensacola ceramic series to it. However, investigations have demonstrated that Fort Walton and Pensacola are distinctive expressions, or variants, of a more generalized

Southern Mississippian cultural development. Artifact assemblages, mound and community settlement system patterns, and behavioral norms inferred from the archaeological data "leave no doubt that they were Mississippian peoples with social and political systems that were more complex than those that had previously evolved in northwest Florida" (Milanich and Fairbanks 1980:193).

In terms of ceramics, Fort Walton is generally characterized by distinctively incised and punctated as well as plain grit- and/or sand-tempered pottery found in both coastal and inland riverine sites (Willey 1949:452-488). The Pensacola variant (Fuller and Stowe 1982; Fuller 1985; Stowe 1985) is distinguished from Fort Walton by its shell-tempered decorated and plain ceramics (Willey 1949) that dominate assemblages with minor sand-tempered components (Fuller and Stowe 1982).

Major villages were likely occupied year-round by at least limited populations, while the smaller hunting, gathering, and horticultural loci were occupied seasonally by only small groups. If horticulture was an economic concern, it may have occurred only at small, scattered sites where arable soils were present (Larson 1980:206-219) or it may have occurred at both small sites and near villages, as well.

Smaller Mississippian coastal sites were less intensively utilized and non-nucleated. These could represent dispersed households and resource exploitation or special function sites (camps). Examples of probable coastal hamlets have been found at a number of sites and there are others in the interior that may be the remains of hamlets. Camps may be related to population fissioning and dispersal on a seasonal or periodic basis. As with Curren's (1976) and Larson's (1980) models for late prehistoric coastal subsistence adaptations, the settlement system implies that there was a scheduled population movement both between villages and smaller sites and likely between villages themselves. These population movements must have been scheduled to take advantage of optimal exploitation conditions.

Although there were fewer mounds than in Weeden Island times, there is clear evidence of ceremonialism in regional Mississippi culture. To the immediate west of Pensacola, 8OK6 was an impressive site, hosting a large platform mound that measures 12 ft in height, 223 ft by 220 ft at the base, and 90 ft by 150 ft at the summit (FMSF n.d.). Over 80 burials are reported to have been interred in that mound, which is presumed to have been a center of political control in the area. In addition to the mounds, there are cemeteries dating to this time period, often near mounds.

The Hickory Ridge site (ES1280) is located west of Pensacola on a large peninsula formed by the Perdido and Pensacola bays. It is a 15th century Mississippian ceremonial cemetery with a Mississippian village site (8ES1052) and lies 50 m to the west. No midden deposits or other indications of long-term occupation were encountered. Phase II testing revealed three burials and indicated that the cemetery has not been significantly disturbed (Phillips 1989). Intact or nearly intact vessels were positioned within a few centimeters of the present land surface.

The mortuary furniture associated with the Hickory Ridge burials strongly suggests that these were high status individuals, at least in a local sense. A number of the grave offerings are exotic in origin. The raw material source for the celts (chlorite schist), for example, is found in the Carolina Piedmont. Novaculite comes from Arkansas, whereas the red and gray chert point found with Burial One appears to be either Tuscaloosa gravel or Citronelle gravel from the interior Gulf Coastal Plain. The ceremonial nature of some of the grave offerings also indicates high status. The raptorial bird motif, the celts, and the whelk columellae appear at Mississippian ceremonial centers throughout the Southeast (for example, Moundville, Lake Jackson, and Etowah). Milanich (1994:374-375) notes that these symbols were restricted to the elite. In contrast, lower status Mississippian burials often have little or no mortuary furniture. Given the size and isolation of the cemetery, the small number of individuals interred within it, and the exotic and symbolic nature of the grave offerings, Hickory Ridge may have been the burial place for the local elite.

Similar Mississippian burial practices have been reported elsewhere in northwest Florida. For example, Moore (1901, 1918) noted the occurrence of secondary burials, ceremonially killed vessels, and dense concentrations of sherds on several Mississippian cemetery sites in northwest Florida.

Historic Period

Indigenous People & European Contact: At the time of contact with Europeans, the Fort Walton/Pensacola culture was flourishing in the areas around East and Choctawhatchee bays. The mixing of Fort Walton and Pensacola series pottery in Mississippian contexts may be interpreted as a result of the region having been a borderland zone which was utilized by two contemporaneous tribes or, alternatively, the territory of a single chiefdom which utilized the pottery styles and probably other cultural traits of two neighboring cultures.

Hann (1988) suggests that the Pensacola and the Chatot may have both inhabited the Eglin AFB area, located east of the project area, in the sixteenth and seventeenth centuries. Milanich and Fairbanks (1980) observe the following on the lineage of these two tribes.

> There is no doubt that the Apalachee Indians encountered by the Narvaez and de Soto expeditions in Northwest Florida during the second quarter of the sixteenth century correspond to the late Fort Walton archaeological culture.... European materials have been found at a number of Fort Walton sites.... Spanish colonial-period items have also been found at Pensacola sites. The Pensacola archaeological culture was represented in the historic period by various tribes.... These probably included the Chatot and the Pensacola tribes. Differences in the Fort Walton and Pensacola archaeological complexes thus seem to reflect the same ethnic differences as those present in the historic period [Milanich and Fairbanks 1980:194].

In addition to the Pensacola and the Chatot, other tribes that are historically documented as having been in the western Panhandle include the Sawokli, the Mobile and the Yuchi or Chisca. The Creeks or Seminoles are documented to have been in the project area at the end of the eighteenth century.

As Milanich and Fairbanks (1980) observed, the Pensacola apparently first came into contact with Europeans as a result of the Narvaez expedition of 1528, though it is possible that either sightings or contact with them occurred during the 1519 Garay/Pineda mapping expedition (McGovern 1974). Responsible for charting the northern Gulf Coast, the Garay/Pineda expedition assigned the name "Ochuse" to either Pensacola or Mobile Bay (Tebeau 1971), a reference used later during the 1540 de Soto/Maldonado forays. The surviving accounts of the Garay/Pineda expedition are sketchy and it remains unclear today as to whether or not they actually went ashore anywhere along the northwest Florida Coast (McGovern 1974).

The first firm evidence of contact comes from accounts of the 1528 Narvaez expedition. In that year, members of the ill-fated group contacted natives "either on or near the [Pensacola] Bay" (Swanton 1946:38). The contact with the unidentified group, now thought to have been the Pensacolas, was initially friendly, but within a short period hostilities broke out, a pattern which seems to typify European and native American contact.

The Nunez Cabeza de Vaca narrative (Bandelier 1904; Hodge and Lewis 1907) is the only surviving account of the encounter. Although sketchy, the narrative mentions that the natives lived in "mathouses," and were dressed in "civet-ermine skins" (probably muskrat) (Swanton 1946:38). The account also mentioned that the group used canoes and had clay pitchers (of unspecified types). Interestingly though, there is no mention of bows and arrows (Tesar 1973:14).

Documentation from the de Soto expedition is also sketchy. By the late summer of 1540, the de Soto expedition had struggled its way into the northern Florida peninsula. De Soto, concerned over the impact of the approaching winter, endeavoring to solidify supply points, and aiming toward the identification of a potential outpost and port location, "...commanded the cavalier Diego Maldonado...to go to the Bay of Aute [Apalachee Bay], where he was to take the two brigantines left by the Comptroller Juan de Anasco" (Varner and Varner 1962:247).

During this scouting and mapping expedition Maldonado relocated Pensacola Bay about which the following account may refer.

> Among other things he found a magnificent harbor called Achusi, which was sheltered from all winds, was capable of receiving many ships, and had such good depth even up to its shore that he was able to bring his ship close to land and disembark with casting open the hatch.... The Captain brought with him from this voyage two Indians who were natives of that same port and province of Achusi [Varner and Varner 1962:247-248].

Little data concerning the natives at Pensacola is offered in the de la Vega account, with the exception of noting that "...the Indians had received him peacefully...[and that] they went in groups of three or four to the brigantines...carrying to them [the Spanish] whatever they requested" (Varner and Varner 1962:248). Two facts concerning the de Soto and Maldonado contacts are of interest to the discussion of the Pensacola and the type of contacts that the group was experiencing with the Spanish. First, following the battle at Mauvilla, de la Vega indicated that de Soto was pleased to hear from the survivors that the distance between Mauvilla and Pensacola was only about 30 leagues (about 78 miles/125 kilometers) according to recounts by Varner and Varner (1962:384-385). De Soto's plans for the outposts at Achusi (q.v. Pensacola), while never coming to fruition, seem to imply that he felt the population in the Achusi province was sufficiently large to warrant a missionary effort, and that the surrounding territory was productive enough to supply the needs of an active port.

The second point of interest concerns the possible degree of contact between the Spanish and the Pensacola during the years of the de Soto expedition. De la Vega's summation of the activities of Maldonado and Gomez Arias from the fall of 1540 through 1542 suggests that repeated visits were made to the Pensacola area. Following Maldonado's mapping expedition, de Soto dispatched Maldonado and Arias to Havana to secure additional ships and supplies. They were to rendezvous with de Soto at Achusi in the winter of 1540, and the supplies were to include items of support for the projected colonies.

By late fall, 1540, the intrepid captains had "...purchased three ships and loaded them with food, arms and ammunition, and in addition with calves, goats, ponies, mares, sheep, wheat, barley and garden stuff" (Varner and Varner 1962:632). Maldonado and Arias returned to Achusi, where they waited for at least a month; de Soto, of course, never appeared. After scouting the coastlines in both directions, they departed to Havana, but in the summers of 1541 and 1542 they again returned. Apparently, during the latter visit, at least Maldonado spent some time at Achusi (Swanton 1946; Varner and Varner 1962).

From the available documentation, a minimum of three important contacts were made between the Pensacola and members of the de Soto expedition: 1) the late summer/early fall 1540 Maldonado contact during the coastal mapping and scouting reconnaissance; 2) the winter 1540 Maldonado/Arias contact; and 3) the summer 1542 Maldonado contact. Additionally, at least one of the Achusi (Curaca), who is identified by de la Vega as "a lord of vassals" (Varner and Varner 1962:248) had extended contact with de Soto's group, serving them for some eight months in 1540.

Between 1680 and the founding of the first Pensacola Bay colony, at least 11 Spanish expeditions skirted the Gulf Coast between St. Marks (a Spanish settlement at the mouth of the Wakulla River) and Pensacola Bay. During a 1686 Spanish expedition from Mexico, the Pensacola complained to the Spanish of hardships from wars with the Mobile (Hann 1988:80). Also, the Pensacola described their territory as extending to the Apalachicola River (Hann 1988:80). This claim is probably exaggerated, however, since that would mean the Pensacola controlled land that included Chacato or Chatot territory.

The abortive de Luna colonizing effort on western Santa Rosa Island, between 1559 and 1561, apparently left little lasting trace, although a lingering memory of the colony in the form of a single structure is illustrated on the 1616 Tatton map entitled "Noua et rece Terraum et regnorum Californiae." This map is also noteworthy in that for the first time, the barrier islands are clearly presented, though their size and configuration are significantly different from reality.

On May 15, 1693, Dr. Carlos de Siguenza y Gongora submitted an initial evaluation of Pensacola Bay and its surrounding area to the Viceroy of New Spain, Conde de Galve. The Spanish government was preparing to re-establish a colony at the Bay. Fearful of French expansion, the Spanish founded the presidio of Santa Maria de Galve and Fort San Carlos de Austria on Pensacola Bay in 1698, commencing the first Spanish Period. The French attacked and burned Santa Maria de Galve in 1719. The Spanish and French continued to struggle over the presidio until 1722 when, in a treaty between the two nations, France restored northwest Florida to the Spanish (Parks 1986). Investigations by UWF (Bense and Wilson 1999) at Pensacola Naval Air Station isolated and spatially defined the First and Second Spanish Period occupations as well as the British occupations, and a Historic Indian component temporally associated with the First Spanish Period. Their excavations also identified the stockade walls of Fort San Carlos de Austria as well as structures and features.

After the 1722 treaty was signed, the Spanish resettled on Santa Rosa Island, naming the new fort, "Santa Rosa Punta de Siquenza" (8ES22). The colony (8ES22) on Santa Rosa Island struggled for existence from its founding until 1752. While neither the Island nor the mainland was considered productive agriculturally, there is evidence which suggests that the colonists were engaged in timbering, brick making, and naval stores production. In 1743, Dom Serres, working for the Havana Company, visited the colony in order to obtain "timber, pitch and turpentine" (Manucy 1939:26). The Santa Rosa colony was destroyed by a hurricane in 1752 and no attempt was made to re-establish it at that location.

In 1757, the Spanish once again attempted to establish a colony at Pensacola Bay. The new effort was named Panzacola, with the settlement established near present-day Seville Square. However, it was to be short-lived. In 1763, Great Britain, under the terms of the Treaty of Paris which concluded the Seven Years War, assumed control of the settlement.

During the first period of Spanish control of Florida, which spanned more than two centuries, the only established towns were Pensacola and St. Augustine, plus some scattered missions. Most of West Florida was still occupied by the indigenous peoples, while the European population was largely restricted to within a few miles of Spanish enclaves. The British attributed the failure of Spanish attempts to colonize Florida to the "lazy Latin character" (Rea 1974:57-58). Laziness had nothing to do with the failed attempts, which were impeded by a combination of factors, including tropical storm activity, low soil fertility, few mineral resources, hostilities from the British Colonies and their Indian allies, and a lack of support from Spain.

The situation changed with the arrival of the British, who did not experience the same hostilities, thereby eliminating at least one impediment to settlement. The British also arrived with a spirited outlook. Viewing themselves as more industrious and entrepreneurial than other European nations, the leaders were enthusiastic about the potential. Pensacola was the capital of West Florida and the British converted the small Spanish settlement into a heavily fortified military establishment, busy port city, and center of commerce (Parks 1986). Land was granted to freemen colonists, a West Florida Assembly was elected, a Board of Trade initiated, a plan for a new town of Pensacola was drawn up, and the new Governor of West Florida, George Johnstone, advertised the virtues of West Florida in Georgia newspapers in the hopes of attracting new colonists (McGovern 1974:83-85).

Despite the good press given the new colony, settlement outside Pensacola grew at a much slower rate than Britain's other dominions. They faced the same problem with low soil fertility, prohibitions against trade with the Spanish and French, and their Indian allies, the Creeks, were reluctant to cede lands for European settlement, agreeing initially to cede only lands within 15 miles around Pensacola (Johnson 1942:42). Settlement outside the immediate area of Escambia Bay was more widely scattered.

Maps drawn by George Gauld in 1768 and David Taitt in 1771 depict a number of huts and small temporary Indian camps along the road leading from Pensacola to the villages of the Upper Creek Nation near Montgomery, Alabama, and the confluence of the Coosa and Tallapoosa rivers. Outside Pensacola, the British operated at least three water-powered sawmills. Gauld's 1768 map of the Pensacola area shows Tate's Sawmill on Elevenmile Creek near Perdido Bay. Snider and Palmer (1994:549) note the "Old English Sawmill" north of Pensacola on a tributary of the Escambia River. The Colonial Office Records document the James Bruce sawmill that is probably located on Carpenter's Creek (Phillips 1996, 1998). Timber, indigo, deerskins, cattle, corn, tallow, bear's oil, rice, tobacco, salted fish, pecans, sassafras, and oranges were exported during this period (Howard 1940:127). The archaeological remains of the Fort of Pensacola and interior buildings, private residences outside the fort, and the nearby Fort George redoubt, have been documented in several investigations (Baker 1975; Bense 1989).

By the late 1770s the English and Spanish were again at war. Spanish forces under Bernardo de Galvez, attempting to destroy British influence on the northern Gulf Coast, ousted the English from Pensacola in 1781 following the Siege of Pensacola (Coker and Coker 1981). This battle, fought in the North Hill area, was archaeologically documented by Baker (1975). The Spanish regained control of northwest Florida, and established Fort San Carlos de Barrancas on the mainland at the mouth of Pensacola Bay to protect the harbor.

During the Second Spanish Period from 1781 to 1821, the local population continued to grow. The colonial settlements in the Second Spanish Period were concentrated near the mouth of Pensacola Bay on the peninsulas, islands, and mainland.

Indian trade grew in commercial importance, more brickyards were established, and cattle ranching thrived. The vast longleaf pine forests of northwest Florida became even more important economically, and northwest Florida's considerable topographic relief and many spring-fed, perennial drainages provided countless water-powered mill seats for the lumber industry. This period also witnessed an upsurge in sawmills as timber grew in importance as a natural resource. A sawmill was constructed in 1798 by Milan de la Carrera near the Escambia River (American State Papers 1859:173) and a second nearby a little later (Snider and Palmer 1994:549). UWF has studied many such mills, including one (8ES1965) on Clear Creek and the second (8ES982) located to the north on Spanish Mill Creek (Phillips 1993).

The market for deerskins was also on the upswing during the Second Spanish Period, spurred in large measure by the Industrial Revolution in England, which created a demand for leather. The chief commercial enterprise for deerskin and other commercial items was the Panton-Leslie trading company, which was headquartered in Pensacola. Eventually, the company dominated the Indian trade in the area. As Pensacola became the center of a thriving trade operation, Panton-Leslie netted significant profits from deerskins and eventually gained them vast Indian lands (Brown 1959:328-336).

The American Period & Statehood: The waning years of the Spanish colonial administration in West Florida were fraught with conflict. Though Spain retained control of West Florida east of the Perdido River until 1821, twice in the 10 years prior to that date Andrew Jackson occupied Pensacola, first in 1814 and then in 1817. While the route of his 1814 campaign has been attributed to the route of the so-called Military Road, which crosses Eglin AFB, documentation indicates that his troops skirted to the north of the Yellow River (McGovern 1974), approaching Pensacola from the northeast rather than the southeast.

After a number of skirmishes and invasions of Pensacola by General Andrew Jackson, the Spanish finally withdrew, ceding Florida to the United States by a treaty in 1819 that was signed by King Ferdinand of Spain in 1820, and it became a state in 1821, with Pensacola as the temporary capital (McGovern 1974). Growth was slow overall, but Pensacola's economic condition improved in the 1820s when a U.S. Navy Yard was established southwest of the city. The city was plagued with other problems, such as yellow fever epidemics and government neglect. However, there were opportunities for economic growth in the forest and surrounding waters. Numerous brickyards were established in the vicinity of Pensacola and along the larger rivers. These enterprises provided bricks for the federal forts under construction near the mouth of the harbor (e.g., Fort Pickens in 1834, Barrancas in 1844).

The local impact of the War was primarily economic; Union blockades at Pensacola and the disruption of transportation to more northerly markets in Alabama and Georgia devastated the stock and timber markets. Several local units were formed (McKinnon 1975) and were active in the Confederate Army for the duration of the war; this effectively decimated the local labor force. Although direct military actions between legitimate forces were few, in the waning years of the conflict deserters and irregular forces ranged across the area, committing

"unspeakable acts" (McKinnon 1975) and causing further damage to the already faltering economy and social fabric.

The post-Civil War era was characterized by the growing importance of Southern forest resources and the coming of the railroad led to large-scale settlement of the region. In the decades following 1900, when turpentining was at its peak, the industry was undergoing a transformation as new collection cups and gutters replaced the primitive wooden boxes previously used to collect pine resin.

The turpentine industry owed the cup and gutter collection method to Dr. Charles H. Herty, a chemist at the University of Georgia whose 1901 research near Ocilla, Georgia resulted in him making the statement that "turpentine gathering as now conducted in the United States, is needlessly destructive of the forests and needlessly wasteful of the product" (Herty 1903:9).

Herty created a simplified cup and gutter system based on a model in use in France and the result was a decrease in forestry expertise and labor (Reed 1995). Herty's first system used two v-shaped galvanized iron gutters to collect the rosin and eventually he patented a ceramic cup (Reed 1995; Butler 1998). The use of the cups prolonged the life and productivity of turpentine trees, which in turn extended the life of the naval stores industry in the region and their competitive position.

CHAPTER FOUR
PROJECT METHODS & FINDINGS

Background and Literature Search

Consultation with DHR revealed no previously known sites or other cultural resources located within the project area. A review of the Land Boundary Information System produced an image of the original survey plat for Township 1 South, Range 31 West (Figure 4). The plat map shows portions of Section 4 that were transferred to George W. Robinson in 1881 from the State of Florida by the Trustees of the Internal Improvement fund. Robinson probably acquired the land for its timber as he is known to have owned a timber company, at least in later years.

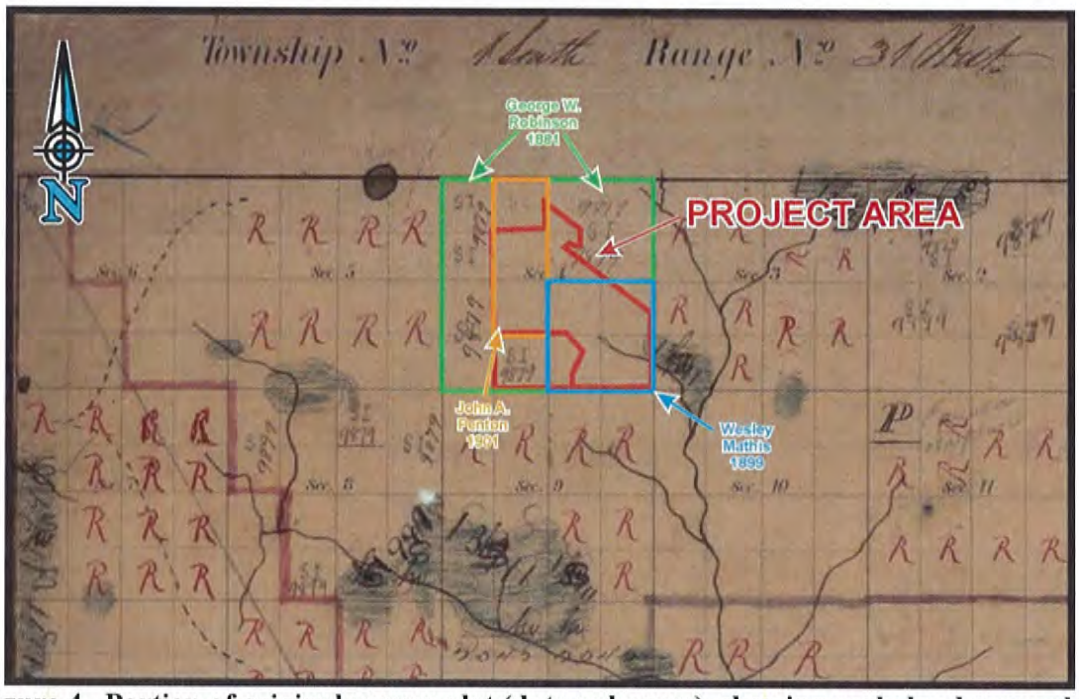

Figure 4. Portion of original survey plat (date unknown), showing early land ownership within the project area

A review of General Land Office (GLO) records produced two homestead patents within the project area (refer to Figure 4). Wesley Mathis claimed the southeast quarter in 1899. John

A. Penton then claimed the east half of the northwest quarter and the northeast quarter of the southwest quarter in 1901. Together these claimed the remaining state land in Section 4. A full chain of title search was beyond the scope of the current work, but this data at least establishes a time frame for when the land in the area first passed into private ownership.

Another source examined was historic aerial photographs made available on the internet by the University of Florida. For the project area, the earliest aerial presently available was produced in 1940, with subsequent photographs taken in 1951 and 1958. No improvements are evident within the project area in 1940 (Figure 5). The adjacent northeast quarter of the northwest quarter does have a farmstead. This corresponds to the northern third of John A. Penton's 1901 homestead claim, but it is probably not related, as the rest of the area of that claim is undeveloped.

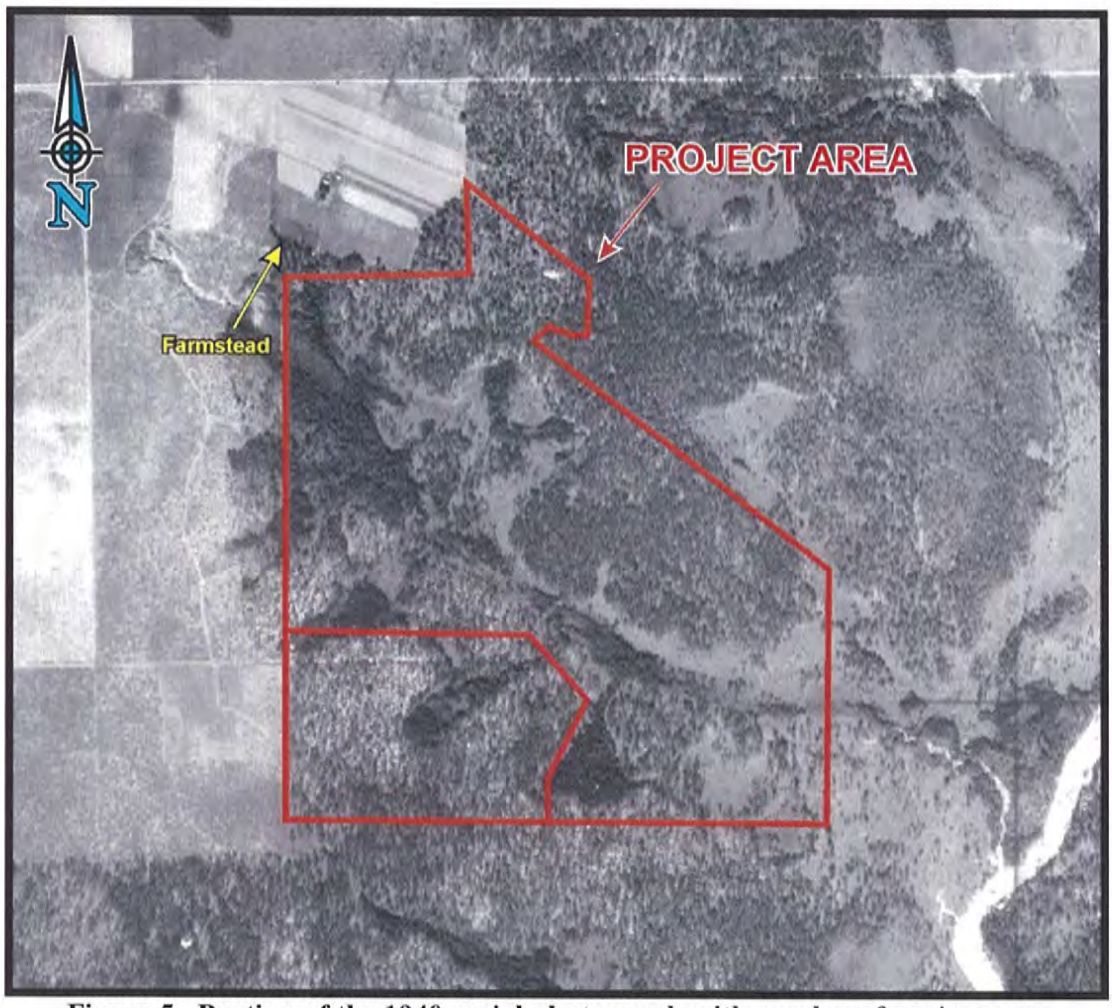

Figure 5. Portion of the 1940 aerial photograph with overlay of project area

Some improvements are visible on the 1951 aerial photograph (Figure 6). Nine Mile Road runs along the southern edge of the project area and a pond has been created by construction of a causeway over the main stream running through the property. The first buildings of the 4-H camp are visible on the north side of the pond, along with a recently cleared pasture to the east. An easement or right-of-way, which appears to delimit the original 400 acres of the 4-H property, is distinctly visible running along the eastern and northern edges of the property. The forest visible in the earlier photograph is gone, though the area appears covered with sparse secondary growth. There is no evidence of a forest fire and presumably the area was timbered sometime between 1940 and 1951. A structure, probably a farmhouse, is now present in the northwest quarter of the northeast quarter, immediately to the east of the aforementioned farm.

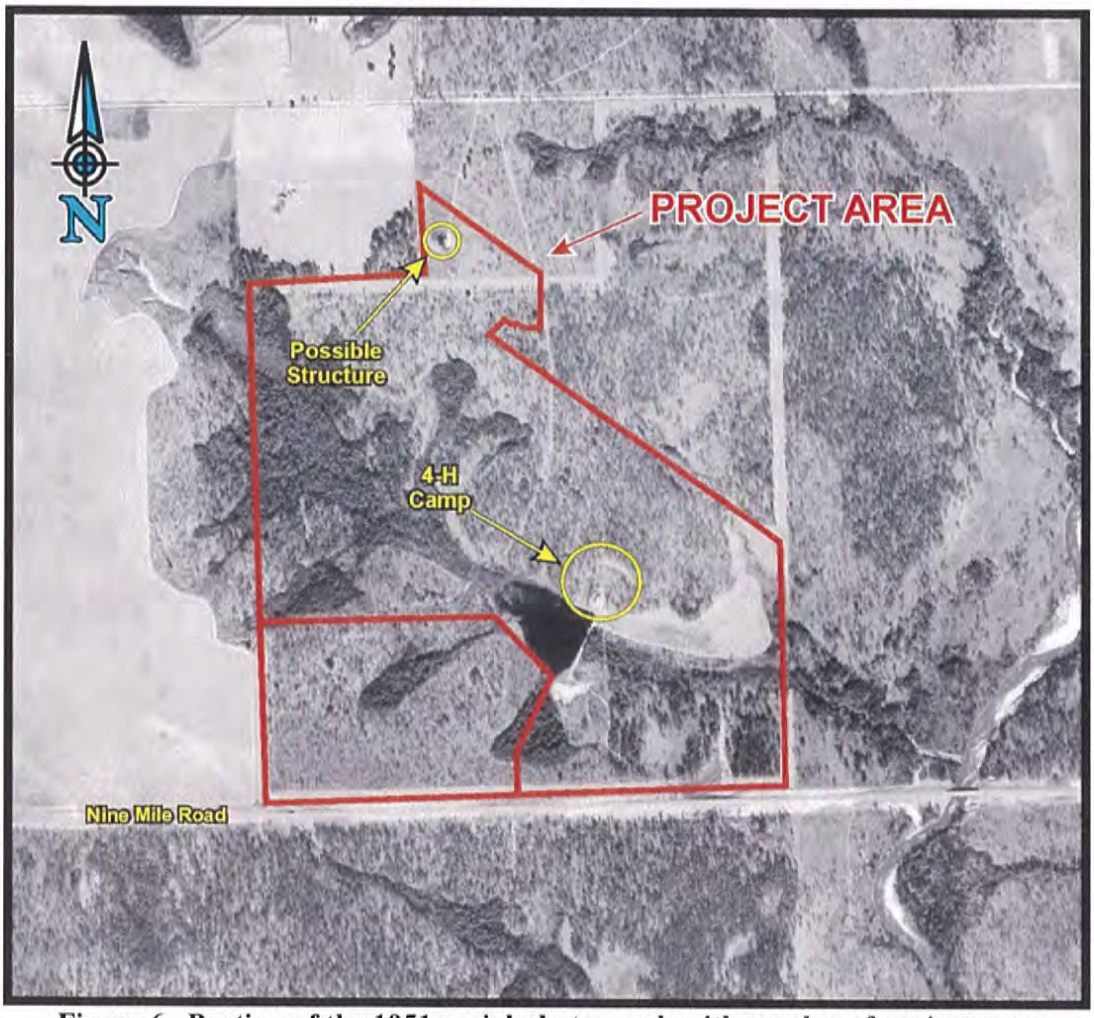

Figure 6. Portion of the 1951 aerial photograph with overlay of project area

A few changes are evident between 1951 and 1958. Most notable is the addition of several more structures within the 4-H camp (Figure 7). The house which first appeared in the

1951 photograph appears somewhat overgrown in the 1958 photograph, possibly having been abandoned.

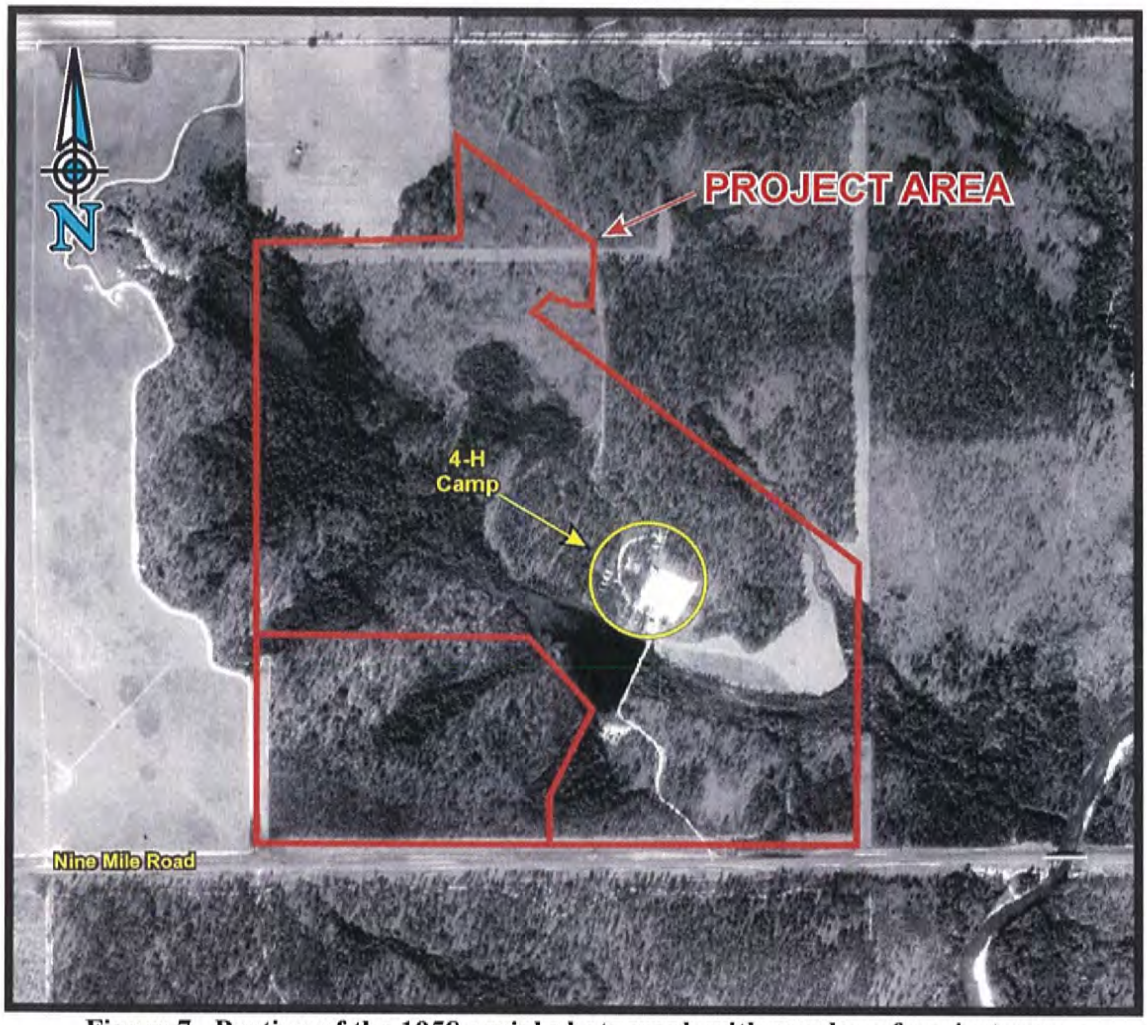

Figure 7. Portion of the 1958 aerial photograph with overlay of project area

The 1978 (photo revised 1987) USGS Cantonment 7.5 minute quadrangle was also examined (Figure 8). The Langley Bell 4-H Center is depicted, though with little change from the 1958 photograph aside from the addition of one structure at the northern edge of the camp. The structure previously evident in the northwest quarter of the northeast quarter is not depicted on the quadrangle map. The most conspicuous change to the project area is the addition of I-10 which runs through the northeast quarter of Section 4 form southeast to northwest just outside the project boundary.

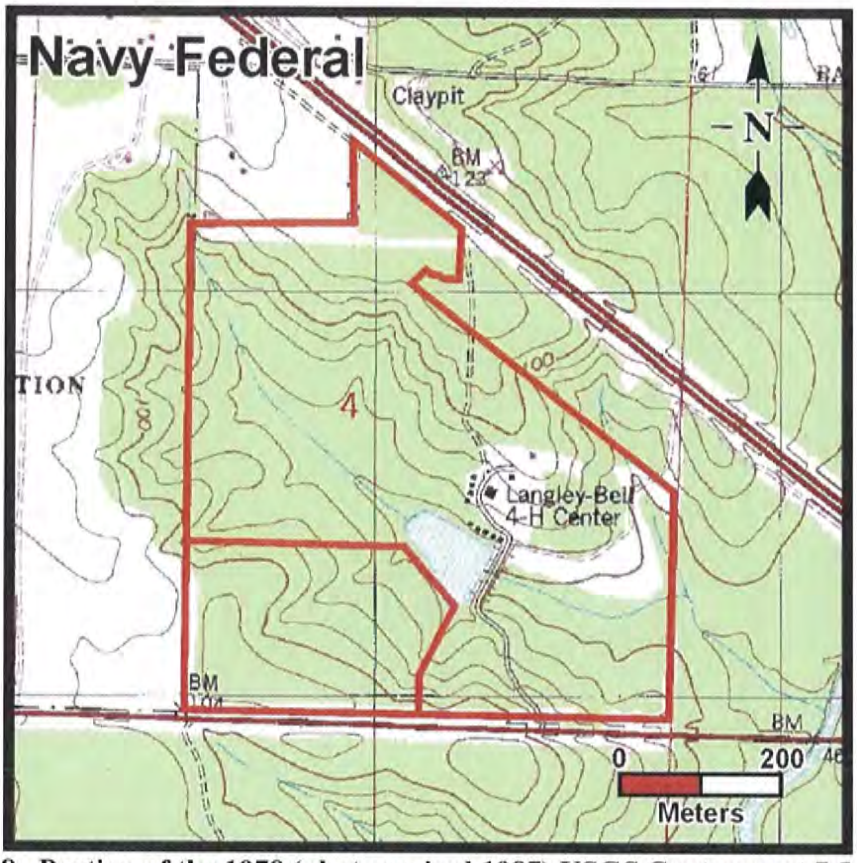

Figure 8. Portion of the 1978 (photo revised 1987) USGS Cantonment 7.5 minute quadrangle showing project area

Informants

PTA conducted onsite interview with Ellis Miller, the caretaker of the 4-H Center grounds, and Lamar Christenberry, the former County Extension Office Director. During this interview, PTA learned that the current 240-acre property represents only a portion of the original 400 acres donated by M. Langley Bell, the Escambia County Clerk of Court of 44 years. He donated the land in 1943 after cutting the timber (Lamar Christenberry, personal communication 2013). Initially known as the Escambia County 4-H Timber, Grazing and Game Demonstration Camp, the site would later be renamed the Langley Bell 4-H Center. Bell's son, Dr. M. Langley Bell, Jr., followed in his father's footsteps, proving to be a lifelong supporter of the 4-H program in Escambia and neighboring counties.

Since 1943, the Langley Bell 4-H Center Board of Trustees has sold portions of the property over the years to obtain funding to enhance the facilities at the camp and support 4-H programs. The center has been used for 4-H camps, retreats, timber projects, livestock projects, and as a meeting site for extension agents. The camp started with just a few structures, but

additional buildings were added over the years. Some of the structures were added just in the last few years.

In 2004, the 4-H Center was severely impacted by Hurricane Ivan. Most of the buildings were badly damaged, several were completely destroyed, and the roof was lifted completely off of the auditorium. Over 2,000 pine trees were destroyed by the high winds and a timber salvage operation resulted in greatly expanded pasture areas (Lamar Christenberry, personal communication 2013).

Setting

The survey area encompasses the stream valley of an unnamed tributary of Elevenmile Creek, as well as small portions of level uplands adjacent to the upper stream valley slopes. The broad floodplain along the main drainage and a number of smaller tributaries and seepheads constitute wetlands environments that cover a substantial portion of the survey area. Elevation ranges from 50 ft amsl along the eastern property boundary to approximately 125 ft amsl in the northern extremity of the property. Slopes are as steep as 10 percent in the vicinity of several of the small seepheads, but are generally far more gradual throughout the survey area.

Much of the property consists of low wetland areas. The wetlands are mostly wooded, with a canopy dominated by slash pine, loblolly bay, and titi. The dense understory includes titi, yaupon, wax myrtle, fetterbush, blackberry, and other various shrubs. Upland areas consist mainly of cleared pastureland. The pastures are dotted with large trees in some places, mostly live oaks, but are otherwise devoid of a canopy or understory. Groundcover consists of a mix of grasses and forbs. A few small pockets of woodlands remain in the uplands. These generally contain a scattering of older oaks surrounded by a mix of pine, magnolia, various oaks, and other trees of a much younger age. The understory in these areas tends to be quite dense, as is typical of secondary growth. Surface visibility throughout most of the survey area was poor to very poor, due either to vegetation or heavy leaf litter, or both.

Ground disturbance on the property is highly variable. The area in the immediate vicinity of the 4-H Center is obviously heavily disturbed, not just from the construction of various buildings, but also roads, fence lines, and underground utility lines. The property is traversed by miles of cattle fences. Buried utility lines are also present in the vicinity of a K-9 training center and cell tower to the north, along Nine Mile Road to the south, and the Emerald Coast Utility Authority (ECUA) easement near the eastern property boundary. The 4-H pond is man-made, having been greatly enlarged through mechanical excavation. The entire property, with the possible exception of the wetlands, has been timbered at least once, possibly more than once. Years of grazing cattle have likely had an additional, if relatively minor impact on the area.

Soils within the survey area are highly variable and a relatively large number of different soil types are present. The dominant soils include the Troup-Poarch complex, Troup sand, Poarch sandy loam, and Bonifay loamy sand (USDA 2004:Sheets 34 and 37). Small areas of Perdido sandy loam and Lucy loamy sand are also present in uplands locales. Small areas of Pelham loamy sand, Robertsdale sandy loam, and the Pelham-Yamassee complex, occasionally

flooded are present in lower, wetter locales. The floodplain and major wetland areas are mapped as Dorovan muck and Fluvaquents, frequently flooded.

The Bonifay loamy sand is limited to the two landforms immediately north of the current NFCU campus, southwest of the main drainage. Bonifay loamy sand is a deep, well-drained soil on nearly level summits and gently sloping shoulder slopes of ridges.

The most prevalent soils in the survey area are Troup sand and Poarch sandy loam. There are areas where one of these is dominant, as well as areas in which they are highly intermingled (Troup-Poarch complex). Troup sand is a very deep, somewhat excessively drained soil on nearly level summits and gently sloping shoulder slopes of ridges. Poarch sandy loam is a very deep, well-drained soil on gently sloping shoulder slopes and side slopes of ridges.

Shovel test profiles were generally consistent with stratigraphy expected for the various soil types in any given locale. The only notable exception is in the vicinity of the developed portion of the 4-H center (see below).

Fieldwork

Fieldwork was initiated with a reconnaissance of the property to identify general areas of higher and lower probability of hosting prehistoric and historic sites. As mentioned above, PTA's field director met with Ellis Miller and Lamar Christenberry. Informal interviews were conducted, aimed at guiding and informing the fieldwork. The 4-H center and associated structures were photographed extensively and notes were taken relating to structure properties such as dimensions, materials, form, and other features.

An intensive survey was conducted over the entire property. All exposed areas were examined for evidence of past cultural activity. Shovel tests were excavated and fill was screened through one-quarter-inch hardware mesh for recovery of artifacts (Figure 9). Shovel tests measuring 50 cm by 50 cm were excavated to a depth of 100 cm except where an obstruction such as the water table or impenetrable clay or hardpan was encountered. All pits were backfilled upon completion of documentation. Survey notes were maintained during the work, and representative notes were taken on stratigraphy, setting, and disturbance. Other documentation included a photographic log and bag list. The effort was recorded through digital photography, GPS recording, and mapping.

Shovel tests were generally placed at roughly 50 m intervals in areas considered to have a higher likelihood of yielding prehistoric sites and 75 to 100 m intervals in lower probability areas. Obviously disturbed and wetlands areas were not shovel-tested, though such areas were at least visually inspected. A total of 104 survey shovel tests were excavated in the project area (Figure 10).

Figure 9. View of field crew excavating survey shovel test at NFCU, facing southeast

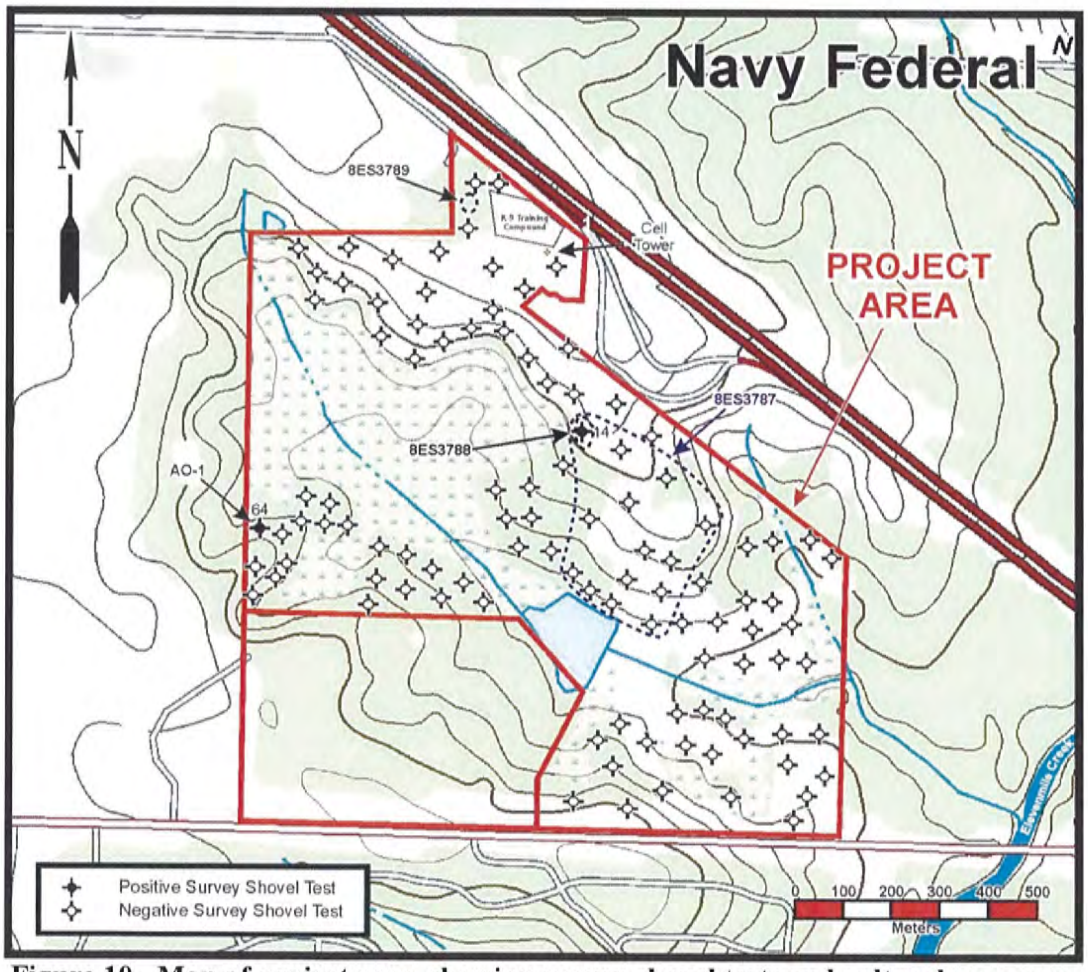

Figure 10. Map of project area, showing survey shovel tests and cultural resources

When an artifact(s) was encountered, a program of formal recording was undertaken to determine if it constituted a site or archaeological occurrence through delineation. The recording program for the sites continued with the purpose of determining vertical variation in deposits and sampling site contents. A sketch map was produced of each site, representative photographs were taken, and the stratigraphy was recorded. Other field and documentary procedures mirrored those stated above for survey.

Unexpected Discoveries

If unexpected discoveries, such as Native American graves or lost historic cemeteries had been encountered, then guidelines set forth in Chapter 872, F.S. (Florida's Unmarked Burial Law) would have been followed. However, no site of sensitive nature was identified during the survey.

If human remains or unexpected discoveries are encountered during construction activities, then work will cease immediately. The client will notify the Florida SHPO within 24 hours at (850) 245-6333 to begin procedures that are outlined in Chapter 872, F.S.

Artifact Processing & Analysis

Subsequent to fieldwork, all artifacts were returned to the PTA laboratory where the collections were washed, sorted, analyzed, and catalogued. Prehistoric ceramics were sorted by surface treatment, decoration, paste, and temper and identified by experienced analysts who rely on references such as Willey (1949), Scarry (1985), and Fuller and Stowe (1982).

Historic materials were sorted by material class and functional categories modified from South (1977) by Whelan and Pearson (1999). References utilized in the analysis of historic materials include South (1977), Gurcke (1987), Noël Hume (1970), Cotter (1968), Toulouse (1971), Fike (1987), and Deagan (1987), among others. In addition to the established typologies, ceramics attributes were also recorded by three different measures, ultraviolet light, Munsell colors and the Mohs hardness test. The Munsell color chart was developed by ArchMat in consultation with PTA archaeologist, James Mathews, whose sorting technique of refined whitewares has become an industry standard among historic archaeologists (cf. Little et al. 2000:89).

Other categories of historic remains are divided into ceramic, metal, glass, and other, then identified by functional category, sub-function, and other characteristics, including any maker's marks. Measurements are recorded as appropriate, for example on bricks, which are also identified as partial or whole, fire or common, and other traits. The detail on historic analysis is too much to include in this brief review of analysis procedures, but the goal is to record data sufficient to aid temporal and functional interpretations of the sites and address issues, such as intra-site variation. For example, the thickness of windowpane is measured and can be instrumental in assessing an initial date of construction on a site structure.

Curation

All documents and artifacts resulting from this work will be prepared for curation, and turnover of materials will be coordinated with NFCU, unless otherwise specified.

Findings

In addition to documentation of the former 4-H camp, already known to be a historic property from the background research, the survey effort resulted in the identification of one prehistoric archaeological occurrence and two historic sites. The former 4-H camp was assigned the cultural resource group number 8ES3787 and is described in more detail below, along with one of the newly discovered historic sites (8ES3788) and seven historic structures (8ES3790 to 8ES3796), which are all part of resource group 8ES3787. This is followed by discussions of the unrelated historic site (8ES3789) and the prehistoric occurrence (AO-1).

Resource Group - 8ES3787

Setting

8ES3787 is situated on the gentle, southwest-facing side slope of a broad ridge near the confluence of two unnamed tributaries of Elevenmile Creek. The resource extends from the shoreline of a man-made pond in the floodplain of the larger tributary to the crest of the ridge. Slope generally ranges between three and six percent. Elevation ranges from about 55 ft amsl at the southern end of the resource group to 110 ft amsl at the northern end.

Vegetation across the area is essentially clear, consisting only of various grasses and wildflowers. Occasional large trees, such as live oak, laurel oak, magnolia, and longleaf pine dot the landscape (Figures 11 and 12).

Figure 11. View of 8ES3787 from east edge of pond, facing northwest

Figure 12. View of 8ES3787 from the north, facing south

The general area of the 4-H camp is the most heavily disturbed portion of the survey area. Landform alterations, such as excavation of the large man-made pond and the more recent construction of the existing causeway are the most prominent disturbances. Construction of buildings and roads, and installation of fences and numerous buried utilities has also had a substantial impact on the surface deposits. Multiple episodes of timbering and many years of grazing cattle have had a lesser, but notable impact as well.

Soil is mapped as Troup sand, zero to five percent slopes. Troup sand is a very deep, somewhat excessively drained soil on nearly level summits and gently sloping shoulder slopes of ridges. The surface layer is typically dark grayish brown sand about 13 cm thick. The subsurface layer extends to a depth of 147 cm. It transitions from yellowish brown sand at the top, to strong brown sand in the middle, to yellowish red loamy sand at the bottom. The subsoil is red sandy loam and sandy clay loam. Shovel tests excavated in the vicinity of the 4-H camp encountered deposits consistent with Troup subsoil, but at depths of anywhere from four to 55 cm. The discrepancy appears to be the result of erosion of soil surface layers, disturbance related to construction of the various structures, or both.

Current Work

As discussed in the background research, the former 4-H camp, known as the Langley Bell 4-H Center, was identified as a cultural resource prior to the initiation of fieldwork. Historic aerial photographs were examined from several different years, along with the 1978 (1987) USGS quadrangle map to identify potential historic structures within the camp. Approximate construction dates were determined by examining these sources (Figures 13 and 14). For example, if a structure is present in the 1958 photograph, but is not present in the 1951 photograph, then it was obviously built during the intervening years and a construction date of sometime between 1951 and 1958 can be assumed.

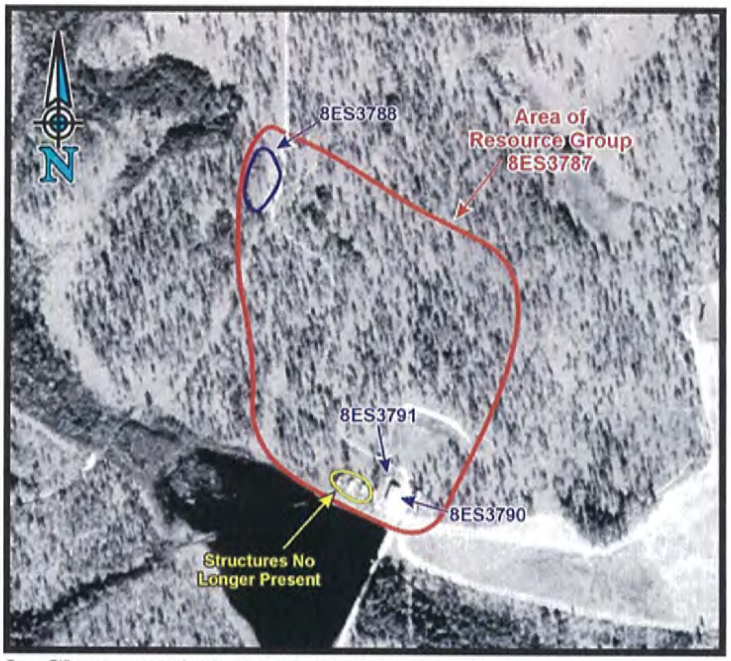

Figure 13. Close up of 1951 aerial photograph, showing area of 8ES3787

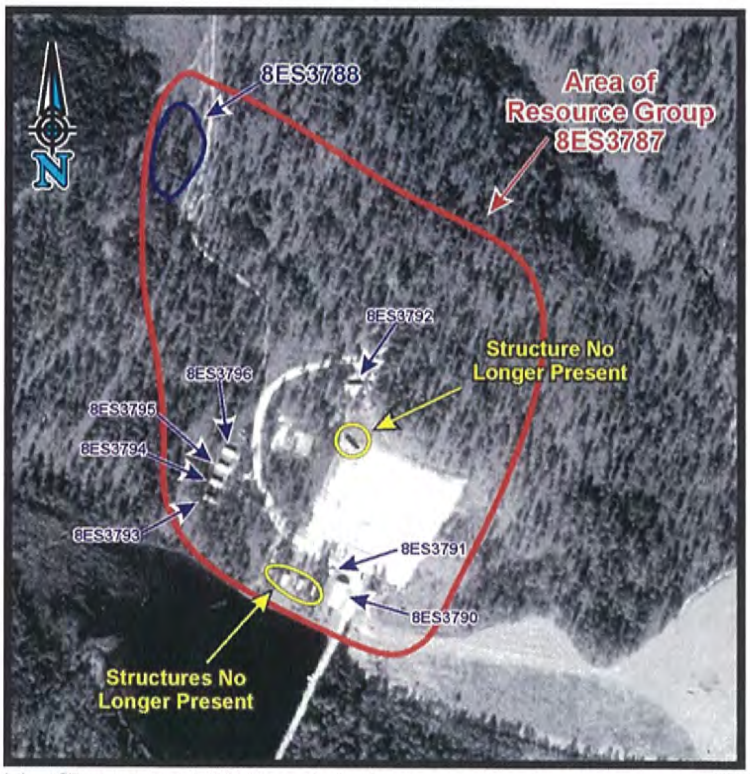

Figure 14. Close up of 1958 aerial photograph, showing area of 8ES3787

The entire camp area was visually inspected and the current layout was compared to that depicted in the historic aerial photographs and the old quadrangle map. Photographs were taken of all standing structures as well as the grounds around the camp. Potentially historic structures were also documented with notes on dimensions, materials, and structural features. Based on the information obtained from the background research and informant interview, principally the historic aerial photographs, seven of the buildings in the camp were identified as being of sufficient age to qualify as historic structures. These include the kitchen/dining hall (8ES3790) and associated storage shed (8ES3791), the caretaker's house (8ES3792), and four cabins (8ES3793 to 8ES3796). These seven structures were assigned site numbers and are discussed individually below.

Survey shovel test were excavated across the 4-H camp area and the surrounding area, with 14 survey shovel tests excavated within the resource group boundary (Figure 15). One of these shovel tests was positive for historic materials and the remainder were sterile. The positive survey shovel test resulted in the identification of an extensive artifact scatter to the northwest of the former 4-H camp. The materials are believed to be associated with activity at the camp, given the physical proximity and temporal diagnostics. The scatter was assigned the site number 8ES3788 and it is included within resource group 8ES3787. It is discussed in more detail, following the structure descriptions below.

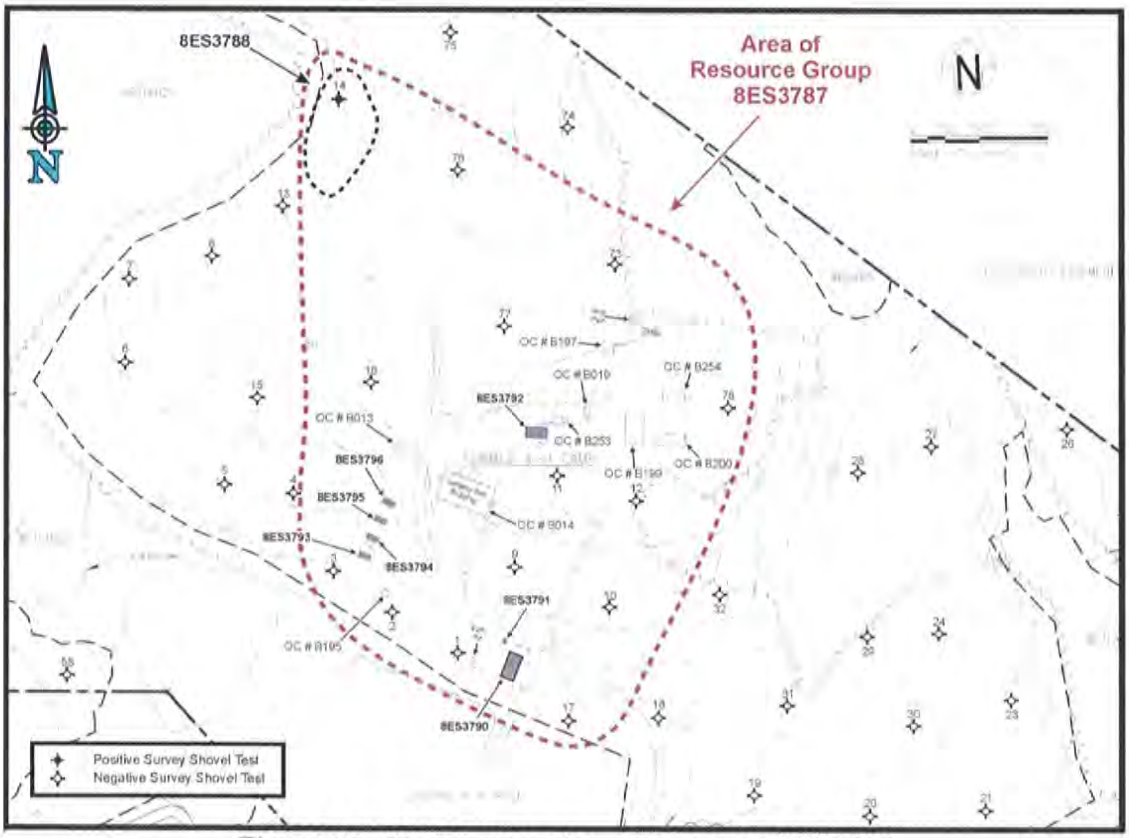

Figure 15. Sketch map of resource group 8ES3787

Historic Structures

A total of seven structures within the former 4-H camp are of sufficient age to be considered historic. These structures have been assigned individual site numbers. Each building has a small blue plaque mounted on it with an identifying number starting with "OC#." These are listed for each structure for reference. These numbers are also given below for modern building descriptions, again for reference. Note that there are five structures on the 1958 aerial photograph that are no longer extant (refer to Figure 14). The lone structure in the center of the camp was gone by the time the 1978 (1987) quadrangle map was produced and four of eight cabins located near the pond were destroyed by Hurricane Ivan in 2004.

8ES3790: This structure (OC#B017) appears to be a kitchen and dining hall from the original camp layout (Figures 16 and 17). It was built between 1940 and 1951, probably soon after the camp was established in 1943. It is located at the far south end of the camp, approximately 25 m northeast of the pond. It would have been the first building encountered when entering the camp via the original (now demolished) access road.

Figure 16. View of 8ES3790, facing northeast

8ES3790 is rectangular in plan, with dimensions of 56 ft 5 in by 30 ft 4 in, oriented northeast-southwest. Construction consists of cinderblock walls covered with wood panel siding. Exposed cinderblocks along the base of the exterior walls are coated with stucco. The interior of the structure is subdivided into two rooms with the front (southwest) room roughly twice the size of the back room. A brick chimney is positioned between the two rooms and

equidistant from the sides of the structure. The building is wired for electricity, but appears to lack air conditioning or heat, aside from the fireplace.

Figure 17. View of 8ES3790, facing west

There is a porch and entrance located at either end of the building, with the main entrance facing south toward the pond. The front porch measures 22 ft 7.5 in by 8 ft 3 in and the back porch is 30 ft 2 in by 10 ft 6 in. Both porches have concrete slab floors. Due to the slight grade the front porch is slightly elevated with the slab resting on a cinderblock foundation. Conversely, the back porch is partially enclosed by a stucco-coated cinderblock retaining wall, 20.5 in high.

The gable roof is covered with corrugated steel and has wooden soffits at the eaves. There are triangular slatted vents at the peak of each gable. The front gable has an additional square slatted gable vent just above the porch roof. Both porches have gently-sloping, flat roofs covered with corrugated aluminum.

The front entrance is a double door made from the same wood paneling that covers the exterior walls of the structure. The rear entrance is a single, modern entry door. The building has two different styles of windows. The larger room has a total of 10 windows, four on each side and two on the end of the building. These windows are single-pane, single-hung sash windows, 58.5 in high by 35 in wide with aluminum frames. The back room has aluminum frame slat windows, 36.5 in high by 34.5 in wide. There are three on the northwest side of the building and one facing southeast.

8ES3791: This is a small storage shed (OC#194) located less than 10 m north of 8ES3790 (Figures 18 and 19). This shed was also built between 1940 and 1951, probably at the same time as the dining hall (shortly after 1943).

Figure 18. View of 8ES3791, facing east-northeast

Figure 19. View of 8ES3790 and 8ES3791, facing south

8ES3791 is rectangular in plan with dimensions of 10 ft by 8 ft, oriented northeast-southwest. It has cinderblock walls and sits on a concrete slab. The simple gable roof is covered with asphalt shingles and lacks vents or soffits. Gables are constructed of vertical wooden slats, as is the single southwest-facing door. There is a single window on the northeast end of the shed with brick sill and transom. The window measures 40.5 in wide by 31.5 in high. It is boarded-up on the interior of the building and covered with a steel grate on the exterior. The shed does not appear to have electricity running to it.

8ES3792: This residential building (OC#B012) is the former caretaker's house (Figures 20 and 21). It is located near the north end of the former camp. The structure was not in the original layout, but was added sometime between 1951 and 1958.

Figure 20. View of 8ES3792, facing south

8ES3792 has dimensions of 46 ft 0.5 in by 24 ft 1 in, oriented east-west. It faces north and has a simple rectangular configuration. The house sits on a concrete slab foundation and has exterior walls constructed of cinderblocks. The hip roof is covered with asphalt shingles and there are no soffits. The house has electricity and appears to have central heat and air conditioning.

The house has two simple wooden entry doors, one on the north side and one on the south side of the building. The latter is slightly above ground level with a wooden landing and several stairs leading down. A small extension of the roof overhangs this rear entrance. A small concrete slab is positioned in front of the front door with a concrete sidewalk leading away from the house to the east.

Figure 21. View of 8ES3792, facing north

Windows are all single-pane, single-hung sash style with aluminum frames. Windows vary considerably in terms of size and configuration. The north side of the house has three single frame windows and one double window. The east end has one single window and the west end has two single windows. The south side of the house has two double windows and a triple window, as well as a small window in the entry door.

8ES3793, 8ES3794, 8ES3795, & 8ES3796: These four structures (designated OC#198, OC#193, OC#18, OC#B015) are essentially identical, and therefore, described here together to avoid redundancy (Figures 22 and 23). They were built between 1951 and 1958, around the same time as the caretaker's house. They were originally used as cabins, but are currently being used for storage. All are wired for electricity.

These four structures are rectangular in plan, measuring 26 ft 4 in by 12 ft. They are oriented northwest-southeast and arranged side-by-side in a line spaced roughly 8.5 m apart. The cabins sit on concrete slab foundations and have cinderblock walls. They have gable roofs with asphalt shingles and soffits at the eaves and rakes. The gables have horizontal wood plank siding and square slatted gable vents. The entryways are covered with short, pitched roof extensions.

Each building has a single solid wood door facing southeast. Each has seven windows, three on each side, and one in the back. All windows measure 51 in high by 35 in wide. They are single-pane, single hung sash windows with aluminum frames. The window sills are concrete. The rear window of 8ES3793 (OC#198) has a window-mounted air conditioning unit.

Figure 22. View of 8ES3793, 8ES3794, 8ES3795, and 8ES3796 (in foreground), facing southwest

Figure 23. View of 8ES3793 (in foreground), 8ES3794, 8ES3795, and 8ES3796, facing northeast

Modern Structures

The modern structures within the 4-H camp were not investigated to the degree that the historic structures were. Although structure numbers were not assigned since they are not considered cultural resources, they were plotted on the survey map and photographed for record. Brief descriptions are included here for reference.

The Langley Bell Building (OC#B014) is centrally located within the former 4-H camp (Figure 24). It is by far the largest building in the camp and it contains a large auditorium for meetings, classes, and presentations. A "meeting hall" was reportedly built at the camp in the "1950s" (Florida 4-H Foundation 2009) and a structure is visible at this location on the 1958 aerial photograph (refer to Figure 14). However, the current structure appears to be larger than and of a different configuration than the one visible in the 1958 aerial photograph. Either the original structure was replaced at some point or it was modified to the point that it was essentially a new building. For this reason it is classified here as a modern structure, rather than a historic one. Furthermore, high winds from Hurricane Ivan badly damaged the building in 2004, after which it required extensive repairs and a new roof (Lamar Christenberry, personal communication).

Figure 24. View of Langley Bell Building (OC#B014), facing northwest

The bathhouse (OC#B013) is located along the main access road, near the cabins and the commons building. It is a cinderblock building with a corrugated metal roof (Figure 25). It was built sometime after 1987.

Figure 25. View of bathhouse (OC#B013), facing northwest

The structure OC#195 is a cinderblock storage building with an asphalt shingle roof. It was built in a similar style to the nearby cabins, but did not appear on the aerial photographs. It also seems to be missing from the quadrangle map, indicating a post-1987 construction date.

Building OC#253 is a small partially enclosed workshop connected to the caretaker's house by a short sidewalk. It was added after 1987.

A portable steel shed (OC#19) was added sometime after Hurricane Ivan in 2004. It is located adjacent to the end of the paved access road, near the caretaker's house.

Four pole barns are also located within the 4H Camp, all modern. Building OC#197 is a pole barn located at the far north end of the camp (Figure 26). It is somewhat older than the other pole barns, but still modern (1978 to 1987). A hog pen and a concrete slab with a hitching post are located near the barn.

Building OC#199 is an open pole barn at the northeast end of the camp. It was built after 1987 and appeared fairly new. Building OC#200 is another open pole barn located right behind OC#199. It is also a fairly recent addition. The fourth pole barn (OC#254) has one enclosed corner, but is otherwise similar to the others and is post-1987.

Figure 26. View of pole barn (OC#197), facing north-northwest

8ES3788

Setting: 8ES3788 is located approximately 200 m northeast of the caretaker's house (8ES3792), the nearest historic structure in the former 4-H camp (refer to Figure 15). It is situated at an elevation of 95 to 105 ft amsl on the southwest-facing shoulder slope of the main ridge in the survey area. Slope is gradual at about four percent. The wetlands surrounding a minor seephead border the site to the west.

8ES3788 is located in the corner of a cleared pasture and therefore lacking in natural vegetation (Figure 27). Aside from a cluster of three mature oak trees along the fence line, the site is devoid of a canopy. The ground is densely covered with a variety of grasses and wildflowers.

This particular pasture was cleared fairly recently. Prior to 2004, this was a forested area dominated by longleaf pines. Winds from Hurricane Ivan destroyed or damaged many of the longleaf pines and the resulting timber salvage operation led to the clearing of this pasture (Lamar Christenberry, personal communication 2013). Prior to that time, site would have been located along the edge, and just inside the tree line.

The site clearing and subsequent use of the location as a pasture are the most notable sources of possible disturbance to the site. Additional impacts are likely from the construction of

the various cattle fences and maintenance of the gravel access road that runs along the eastern edge of the site.

Figure 27. View of 8ES3788 from northern fence corner, facing south-southeast

Soil at this location is mapped as Troup sand (USDA 2004:Sheet 37). Troup sand is a very deep, somewhat excessively drained soil on nearly level summits and gently sloping shoulder slopes of ridges. Shovel tests excavated at the site revealed stratigraphy that is generally consistent with Troup soils. As an example, recording shovel test 5 had an Ap horizon of dark grayish brown (10YR 4/2) sand to a depth of 12 cm. This was underlain by an E1 horizon of brown (10YR 5/3) loamy sand to 25 cm and an E2 horizon of yellowish brown (10YR 5/6) loamy sand to 50 cm.

Current Work: 8ES3788 was identified when artifacts including glass, metal, ceramic, shell, and plastic were recovered from zero to 10 cm in survey shovel test 14 (Figure 28). A light scatter of similar materials, along with a few chunks of concrete and cinderblock, was observed on the surface around the oak trees along the fence line. The surface scatter was designated as artifact concentration (AC) 1 (Figure 29).

Sixteen recording shovel tests were excavated around the find at 10 to 20 m intervals, placed judgmentally to further sample the site area and determine the horizontal extent. Five of these were positive for additional cultural material. The combined survey and recording volume excavated at this site amounted to 5.3 cubic meters. Materials were found to be distributed across a 70 m by 35 m area, oriented northeast-southwest in an oval configuration (Figure 28).

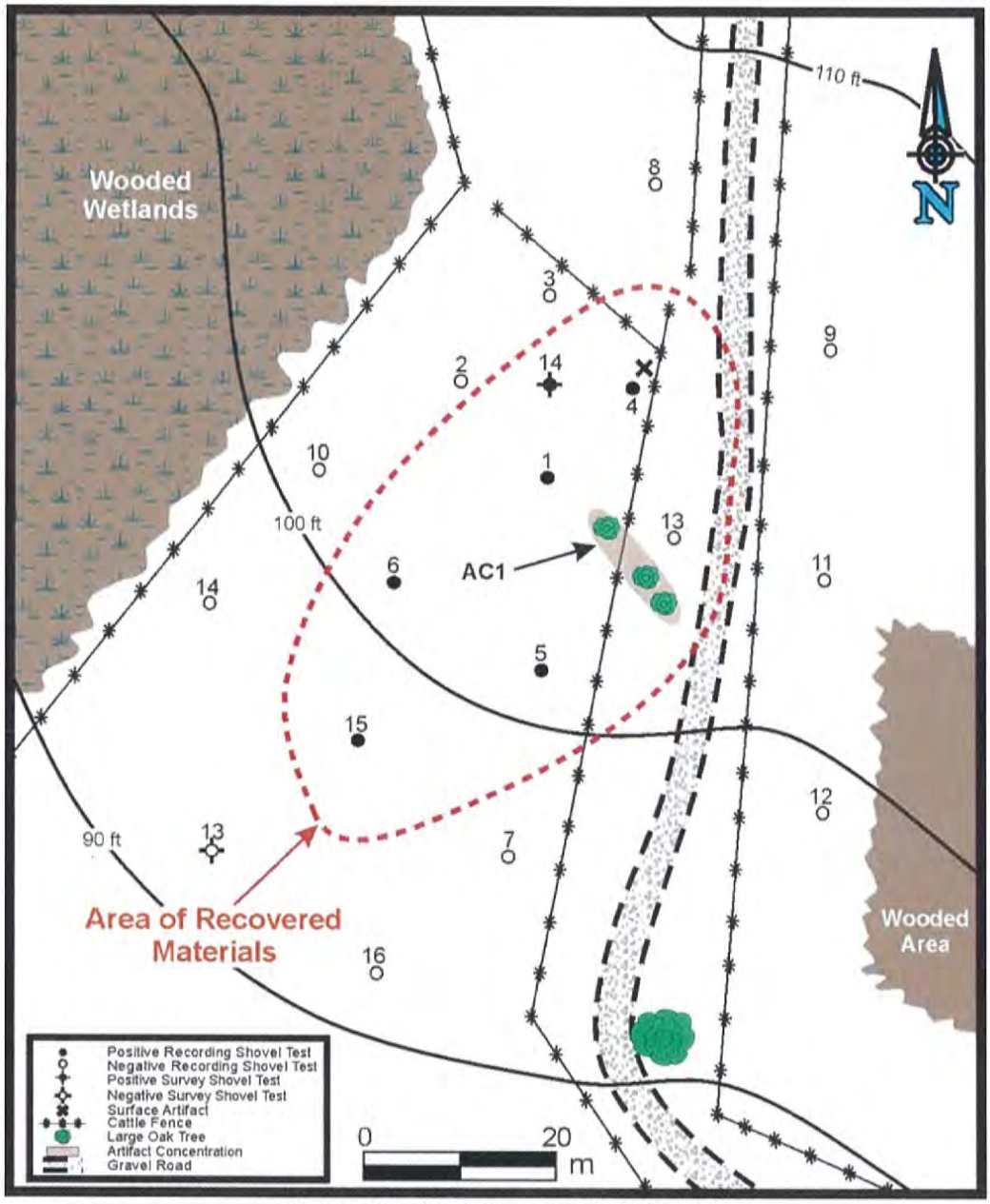

Figure 28. Sketch map of 8ES3788

Artifacts: The collection from 8ES3788 includes a total of 950 individual items (Table 1). This figure does not include approximately three gallons of clear, amber, and green glass shards (mostly from soda bottles) recovered from recording shovel test 4, but discarded in the field. It also doesn't include various items observed on the surface, but left in the field and not collected.

Figure 29. View of artifact concentration 1, facing east

The artifacts in the collection belong to eight different functional groups: activity (n=4), architecture (n=25), hardware (n=2), indulgence (n=386), kitchen (n=53), miscellaneous (n=474), personal (n=3), and transportation (n=3). The activity group consists of a battery core, two paint can parts, and a clothes pin spring. The architecture group is represented by 16 shards of window pane glass, eight nails, and a chunk of concrete. The hardware group is limited to two fragments of a hinged steel strap.

The indulgence group consists of 12 crown caps with plastic liners, Two plastic crown cap liners, and 372 fragments of glass soda bottles. Glass colors include light green (n=233), clear (n=104), and green (n=35). Identifiable brands include Coca-Cola, R C Cola, Dr. Pepper, and Sprite. Bottling locations include Pensacola, Florida, and Atlanta and Marietta, Georgia. Identifiable production dates are one bottle from 1917 to 1958, one from 1951 to 1967, one from after 1954, and the rest ranging from as early as 1959 to as late as 1971 (Lockhart and Porter 2010:46-61). The bottles marked with "NO DEPOSIT NO RETURN" all date to the mid-1960s or later.

The kitchen group includes a ketchup bottle fragment, 18 mason jar fragments, 19 plastic utensil fragments, three stoneware mug fragments, two clear glass tumbler fragments, two shards of unidentified tableware pattern glass, part of a milk glass mug, three ironstone plate fragments, and four oyster shells. The milk glass mug has a maker's mark of "Fire-King" from Anchor Hocking Glass Company, dating it to the 1940s through the 1960s (Florence 1987:42-47). One of the mason jar fragments is a base that appears to be embossed with the mark of Latchford Glass Company, post-1957 (Toulouse 1971:316). One of the stoneware mug fragments is marked with "JAPAN," indicating it dates to sometime after 1921 (Kovel and Kovel 1986:229).

Table 1. Summary of Historic Artifacts from 8ES3788

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
Surface	Surface	Kitchen	Tableware	Container Glass	Maker's mark	Milk	"Fire-King"/Anchor Hocking Glass Co/1940s-1960s	1
		Kitchen	Tableware	Ironstone	Molded			1
					Plain			1
					Transfer Print	Blue	Blue Willow Pattern	1
		Miscellaneous	Unidentified	Misc Glass	Molded	Amber		1
Surface Total								**5**
RST 1	000-010	Miscellaneous	Unidentified	Misc Glass	Embossed	Clear		1
		Kitchen	Shell	Oyster				1
		Miscellaneous	Unidentified	Plastic Tube		Gray		1
RST 1 Total								**3**
RST 15	000-010	Kitchen	Condiment	Container Glass	Fluted	Clear		1
		Miscellaneous	Unidentified		Plain	Clear		1
		Miscellaneous	Unidentified	Misc Glass	Embossed	Clear	poss. "240"	1
					Plain	Clear		1
		Kitchen	Shell	Oyster				1
RST 15 Total								**5**
RST 4	000-010	Miscellaneous	Unidentified	Can Part				4
		Miscellaneous	Unidentified	Chunk				1
		Miscellaneous	Unidentified	Composite Gasket				2
		Architecture	Building material	Concrete				1
		Indulgence	Beverage	Container Glass	Applied Color Label	Clear	Coca Cola/"No Deposit"	3
						Light Green	R C Cola/two bottles	50
					Embossed	Light Green	Coca Cola	11
					Plain	Clear	No Deposit No Return	7
						Green	"No Deposit No Return"	7

Table 1. Summary of Historic Artifacts from 8ES3788 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
RST 4	000-010	Kitchen	Storage	Mason Jar	Embossed	Clear	"Ball"	1
					Plain	Clear		3
		Miscellaneous	Unidentified	Foil				1
		Miscellaneous	Unidentified	Misc Glass	Embossed		Unid Maker's mark	3
								11
					Plain		with aluminum cap	1
								40
		Miscellaneous	Unidentified	Plastic Sheet		White		7
		Kitchen	Utensil	Plastic Utensil		White	Knife, fork, and spoon fragments	3
		Miscellaneous	Unidentified	Rubber Ring				1
		Miscellaneous	Unidentified	Styrofoam		White		8
	010-020	Activity	Battery	Battery Core			small battery	1
		Miscellaneous	Unidentified	Can Part				1
		Miscellaneous	Unidentified	Cap				2
		Indulgence	Beverage	Container Glass	Applied Color Label	Clear	est. 5 bottles/1962,1969	29
						Light Green	Dr Pepper	2
					Embossed	Green	ves. Est. 3 bottles/ one 1971*	6
						Light Green	Coca Cola/est. 6 bottles/1959-1969*	117
					Molded	Clear	est. 5 bottles/1962,1969	60
						Green	Sprite	7
					Plain	Clear		5
						Green		15
						Light Green		52
		Kitchen	Storage	Container Glass	Embossed	Clear	Prob. Latchford Gl. Co./since 1957	1
							Two jars	12

Table 1. Summary of Historic Artifacts from 8ES3788 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
RST 4	010-020	Kitchen	Storage	Container Glass	Embossed	Clear		1
		Miscellaneous	Unidentified	Unidentified	Molded	Amber	Two vessels	6
				Unidentified	Plain	Amber	Two vessels	9
				Unidentified		Amber	Two vessels	3
		Indulgence	Beverage	Crown Cap			with plastic liners	12
		Miscellaneous	Unidentified	Fabric		Blue		2
		Miscellaneous	Unidentified	Foil				2
		Transportation	Automobile	Headlamp Cover		Clear		1
		Miscellaneous	Unidentified	Misc Glass	Embossed	Clear		7
					Plain	Amber		22
						Clear	one with maker's mark/since 1954	10
								185
						Yellow		6
		Architecture	Fastener	Nail	Round			3
					Unidentified			5
		Transportation	Automobile	Part				1
		Miscellaneous	Unidentified	Plastic	Melted			7
						Blue		3
						Clear		3
						White		30
						Yellow		1
		Kitchen	Utensil	Plastic Utensil		White	at least 4 forks, 1 spoon, and 1 knife-7 handles	16
		Miscellaneous	Unidentified	Ring				1
		Miscellaneous	Unidentified	Rubber		Black		4
		Miscellaneous	Unidentified	Sheet				17
		Transportation	Automobile	Spark Plug			"A C"	1
		Kitchen	Tableware	Stoneware	Glazed	Brown	"Japan"/after 1921	3
		Miscellaneous	Unidentified	Styrofoam		White	cup?	14
		Personal	Hygiene	Toothpaste Tube				1

Table 1. Summary of Historic Artifacts from 8ES3788 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
RST 4	010-020	Kitchen	Tableware	Tumbler	Plain	Clear		1
		Architecture	Window Pane	Window Glass		Clear		16
		Miscellaneous	Unidentified	Wire				3
RST 4 Total								**871**
RST 5	000-010	Miscellaneous	Unidentified	Misc Glass	Plain	Clear	very thin like lamp glass	1
								3
						Yellow		1
RST 5 Total								**5**
RST 6	000-010	Miscellaneous	Unidentified	Misc Glass	Plain	Clear		1
		Kitchen	Tableware	Tumbler	Fluted	Clear		1
RST 6 Total								**2**
ST 14	000-010	Activity	Laundry	Clothes Pin Spring				1
		Indulgence	Beverage	Container Glass	Applied Color Label	Light Green	Coca Cola	1
		Kitchen	Tableware		Pattern Glass	Clear		2
		Personal	Cosmetics	Cold Cream	Plain	Milk		2
		Miscellaneous	Unidentified	Misc Glass	Embossed	Clear		1
					Maker's mark	Clear	Latchford Glass Co./since 1957	1
					Melted	Clear		4
					Molded	Amber		1
					Plain	Amber		4
						Clear	two very thin shards/ light bulb glass?	19
						Green		2
		Kitchen	Shell	Oyster				2
		Activity	Household	Paint Can			with green paint on rim	2
		Indulgence	Beverage	Plastic				2
		Miscellaneous	Unidentified			Green		1
						White		11

Table 1. Summary of Historic Artifacts from 8ES3788 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	Decoration	Detail	Comments	Total
ST 14	000-010	Hardware	Part	Unidentified Part			strap with hinge	2
		Miscellaneous	Unidentified	Unmodified Fossil Coral				1
ST 14 Total								**59**
Grand Total								**950**

Personal items are limited to two cold cream jar fragments and a toothpaste tube. The transportation group is comprised of a spark plug, a clear glass headlamp cover, and an unidentified steel and chrome auto part.

The miscellaneous group consists of a wide variety of items that could not be identified with regard to function. The group is dominated by unidentified glass (n=346). Glass colors include clear (n=291), amber (n=46), yellow (n=7), and green (n=2). Most of the glass was unidentified in terms of vessel forms, but it is probably safe to assume that the vast majority of it is container glass, possibly soda bottles. Only one glass base fragment in the miscellaneous group had a maker's mark. The mark was from Owens-Illinois Glass Company, post-1954 (Toulouse 1971:403). Other materials in the miscellaneous group include plastic (n=64), Styrofoam (n=22), steel (n=21), aluminum (n=11), rubber (n=5), fabric (n=2), composite (n=2), and lithic (n=1).

Interpretations: Artifacts were recovered from the surface and subsurface to a depth of 20 cm. The horizontal distribution of artifacts is far from homogenous. The artifact density at the far north end of the site, especially right at the fence corner, is extremely high and drops off dramatically to the south. Recording shovel test 4 produced 92 percent (n=871) items, not counting the estimated three gallons of glass fragments discarded in the field. Nearby survey shovel test 14 yielded six percent (n=59) of the artifacts in the collection. The other four positive shovel tests together produced the remaining two percent of the assemblage (only two to five artifacts each).

The collection from 8ES3788 included numerous temporally diagnostic artifacts. Dates range from the mid-1950s to the early 1970s, with the majority probably dating to the 1960s. These dates put this site at the cusp between being classified as "historic" or "modern." It is assumed that items were deposited at this location throughout that period, with some deposition in the 1950s, increasing through the 1960s, and then tapering off in the early 1970s.

In terms of function, the collection as a whole somewhat resembles household trash. There is an overwhelming predominance of soda bottles, along with many pieces of plastic utensils, and Styrofoam cup fragments. With the addition of a somewhat random assortment of architectural debris, auto parts, kitchen, and personal items, the collection looks like what might be expected from a trash deposit generated by a working camp.

Though no organic materials were recovered from the excavations, the crew did notice that the grass and weeds were markedly thicker and greener in an area corresponding almost exactly to where we defined the site boundary based on artifact recovery. This observation suggests a higher level of organics in the soil within the site area. This in turn implies that organic material, such as food scraps or other waste may have been dumped here in addition to the types of items recovered by our excavations.

8ES3788 is located on the 4-H property, but outside the 4-H camp proper. It is situated along an access road that predates the camp, but the portion of the road that borders the site has continued to be used through the present. In 1958, close to when 8ES3788 had first seen use, this location was also bordered by a small dirt road or trail. The area of the site was wooded but the area immediately to the north appears to have been cleared for pasture. This location is close to the area most likely to have generated the waste and with easy access, but far enough away and obscured by woods to be out of sight and not create a nuisance. In short, it is typical of the kind of location often selected for trash dumping when proper disposal was impractical.

All of the physical evidence is consistent with an interpretation of 8ES3788 as a refuse disposal site. The material is highly concentrated at a fence corner adjacent to an access road that was historically just inside a wood line. This location is removed from, but relatively close to the most likely origin of the materials in the deposit. The assemblage is consistent with the types of waste that would be expected to be generated by long-term occupation of a working camp. Finally, the remains date to the period from the mid-1950s to the early 1970s, a time when the former 4-H camp was very active, but still in a rural and somewhat remote setting. We feel that the association of 8ES3788 with the 4-H camp is almost certain, and therefore, is included within resource group 8ES3787.

Evaluation & Recommendations

Resource group 8ES3787 consists of a complex of structures making up the former Langley Bell 4-H Center. The center was established in 1943 when M. Langley Bell donated the land. Starting out with just a pond, a small pasture, and a few buildings, the center grew incrementally over the years into the complex it is today. The property includes seven historic structures and nine modern ones, along with an associated trash dump, various fences, sidewalks, and ancillary structures such as a barbeque pit and a campfire circle.

Over the years the center has been used for 4-H camps, retreats, timber projects, livestock projects, and as a meeting site for extension agents. The Langley Bell 4-H Center has been an important part of the local community for 70 years and countless youth have benefited from the 4-H program through it. There are obviously many people in the community with fond memories tied to the center and it clearly has a great deal of sentimental value. However, *value* does not necessarily translate into *significance* and we must evaluate this resource group according to the National Register criteria of significance.

The property should be evaluated within the historic contexts of local agriculture and education. In addition to serving as a location for the local 4-H program, the property was also used for various agricultural, timber, and livestock demonstrations and research projects conducted by the Florida Cooperative Extension, a partnership between the University of Florida Institute of Food and Agricultural Sciences Extension (UF/IFAS), the USDA, and Escambia County. The Langley Bell 4-H Center was a component of a much broader program of agricultural research and education serving the local community.

The Langley Bell 4-H Center was important for research and dissemination of information on agricultural practices, along with providing a location for educating youth through the 4-H program. Again, however, *important* is not the same as *significant*. The property is not directly associated with any particular events that made a significant contribution to the broad patterns of our history, and therefore, is not significant under Criterion A.

M. Langley Bell and M. Langley Bell, Jr. were clearly prominent members of the local community and made great contributions to area youth, both financially and through volunteer work. However, it is difficult to make the jump from prominent to significant in terms of a broad historic context. Even if these gentlemen were considered *significant*, the property itself does not really convey the association, aside from the name. The center does not appear to be associated with the lives of any other persons significant in our past and so it is considered not significant under Criterion B.

The structures themselves are very mundane in terms of architectural design and construction. They are certainly not the work of a master craftsman nor do they possess high artistic values. All of the structures have a very institutional, modern look to them. Even the older buildings have been updated and modernized to at least some extent and all have new roofs. Taken individually or as a group, the structures lack distinctive characteristics and do not really convey a sense of the history of the place. Thus, the property is not significant under Criterion C.

A huge sample of artifacts has already been obtained from the trash dump at 8ES3788 and additional excavations are likely to produce only redundant data. Outside the area of 8ES3788, none of the shovel tests excavated within resource group 8ES3787 was positive. It is unlikely that additional subsurface deposits of any consequence are present at the site. All of the standing structures have been documented with notes and photographs and it is unlikely that more detailed inspections will produce much, if any additional information of historical importance. Any additional historical information of value is far more likely to be obtained through archival research and personal interviews, than by further fieldwork. Therefore, we do not feel that it is significant under Criterion D.

Resource group 8ES3787 and its associated structures and component site must be, in our opinion, evaluated as not significant as it fails to meet the eligibility criteria for listing on the NRHP. No further work is recommended. However, in consideration of the importance and value many people in the local community clearly place on the property, NFCU may wish to consider some form of mitigation. For example, NFCU might consider placing a historic marker or commemorative plaque somewhere on the property. Another suggestion might be creation of an interpretive display, such as a collection of historic photographs of the camp along with a brief historic narrative, or perhaps even a scale model of the camp. In fact, NFCU plans to install a memorial on the property to commemorate the 4-H Center. No specific plans are in place, but NFCU is currently working with a 4-H appointed committee to develop ideas and identify an appropriate location for such a memorial (Kim Aderholdt, personal communication 2013).

Site Description

8ES3789

Setting: 8ES3789 is located at the far northern extremity of the project area, in the small wooded area immediately to the west of the K-9 training facility. It is situated on the crest of a northwest-southeast trending ridge at an elevation of 125 ft amsl. Slope is negligible.

The location is wooded, with a closed canopy of mixed hardwoods, mostly live oak and laurel oak, along with red oak, magnolia, and hickory. The canopy includes several live oaks and one red oak that are of considerably greater size than the rest of the trees on the site (Figure 30). Several of these may have been mature trees when the site was occupied, while most of the others have grown up since abandonment of the site.

Figure 30. View of large red oak surrounded by dense understory, facing south-southeast from AC 2

The understory is quite dense with various shrubs, all very much overtaken by green brier and fox grape. The understory is dominated by an unidentified shrub that is probably an ornamental that was originally planted in the area when the site was occupied. Other understory plants include yaupon holly, blackberry, sparkleberry, and a variety of tree saplings. Ground cover is fairly sparse, consisting principally of the aforementioned vines along with occasional tree seedlings. However, surface visibility is poor due to heavy leaf litter.

Disturbance at the site is severe. The structures have been razed and only remnants of the foundations remain. The surface around much of the eastern and southern perimeter of the site is heavily disturbed and is covered with many low irregular spoil piles. It is unknown, however, if this ground disturbance occurred during construction of the structures at the site, when the structures were razed, or more recently. In addition, several very large trees have fallen on the site. The roots of one of these pulled up much of the brick in Artifact Concentration 4 in the root mass when it fell (see below).

Soil at this location is mapped as Lucy loamy sand (USDA 2004:Sheet 34). This is a very deep, well-drained soil on nearly level summits of ridges with long, smooth slopes. Shovel tests excavated at the site exhibited stratigraphy consistent with Lucy series soils. For example, recording shovel test 3 had an Ap horizon of grayish brown (10YR 5/2) loamy sand to a depth of 13 cm, above an E horizon of yellowish brown (10YR 5/6) loamy sand to 50 cm below the surface.

Current Work: The site was identified when several surface artifacts, mainly bricks, were observed between survey shovel tests 103 and 104 (Figure 31). The area was subjected to an intensive surface inspection, during which four artifact concentrations were identified (designated ACs 1, 2, 3, and 4). Other individual artifacts, including bricks, bottle glass, ceramic fragments, tire remnants, and a barrel hoop, were also observed scattered lightly across the site area. A surface collection was made, limited mainly to diagnostic artifacts. A metal detector sweep was also conducted at the site. This revealed a light to moderate scatter of subsurface metal hits over most of the site, with denser concentrations of metal indicated at artifact concentrations 1 and 2.

Twelve recording shovel tests were excavated at the site to delineate the site boundary and sample the subsurface deposits in and around the surface concentrations. Four of the recording shovel tests recovered cultural material. The negative recording shovel tests indicate the site is confined to an area roughly 55 m by 50 m, oriented north-south with a somewhat rectangular configuration. Including negative survey shovel test 103 which was also used to delimit the site, a total volume of 1.9125 cubic meters of soil was excavated at 8ES3789.

AC 1 is located in the western portion of the site (Figure 32). It encompasses a low, linear brick pile in a discontinuous rectangular pattern (Figure 33). Probing revealed that additional brick is present just beneath the surface between visible bricks. The rectangular area outlined by the bricks is approximately 5 m by 3.5 m, oriented north-south. The brick pile

appears to be the remnant of a brick foundation for a small structure. The overall artifact concentration measures 15 m north-south by 10 m east-west.

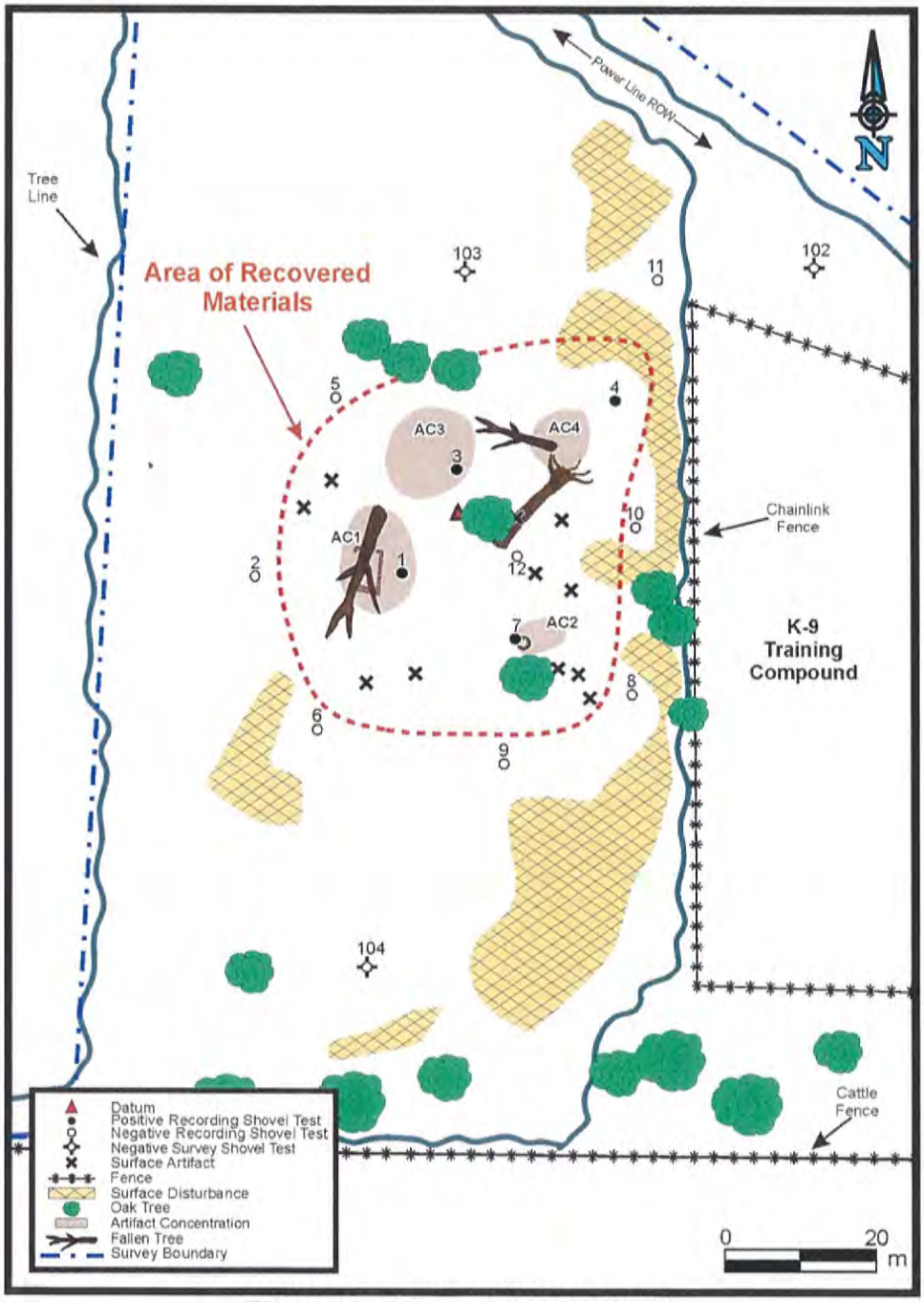

Figure 31. Sketch map of 8ES3789

Figure 32. View of AC 1, facing southwest

Figure 33. Close up of southeast corner of brick pile in AC 1, facing north-northwest

Besides brick, other artifacts include mortar, glass jars and bottles, glass and ceramic fragments, large pieces of painted, ferrous sheet metal, a small scrap of corrugated metal roofing material, and a few oyster shells. The strong metal signature produced during the metal detector sweep was no doubt due to the large pieces of sheet metal. Recording shovel test 1 was excavated within AC 1, just to the east of the brick pile. Glass and sheet metal fragments were recovered from zero to 10 cm.

AC 2 is a small concentration of about 10 bricks, mortar fragments, and a few small chunks of hardened tar. AC 2 measures 7 m by 4 m and oriented east-west. It is located 15 m southeast of AC 1 and less than five meters north of the massive red oak, near the southeastern site boundary. The strong metal signature observed during the metal detector sweep was concentrated in a small depression at the western end of AC 2. The shallow depression measures approximately 165 cm in diameter. Recording shovel test 7 was excavated on the northwestern edge of the depression.

An intact line of brick, as well as mortar and several loose bricks were encountered from zero to 10 cm in recording shovel test 7. The line of brick was identified as Feature 1 and recording shovel test 7 was expanded 50 cm to the east to better expose the feature (Figure 34). Excavation was halted at a depth of 15 cm so as to leave Feature 1 intact.

Figure 34. View of recording shovel test 7 and Feature 1 in AC 2, facing west

Probing outside of recording shovel test 7 suggests that Feature 1 extends in an essentially unbroken circle around the interior of the depression. Feature 1 is clearly the subsurface remnant of a brick-lined well. Loose bricks and wire fragments were recovered from the interior of the well, while a few bricks and a large amount of mortar were noted around the outside (Figure 35).

Figure 35. Close-up view of Feature 1 in AC 2, facing north

AC 3 is located about five meters northeast of AC 1. It consists almost entirely of brick, along with several cinderblocks and large chunks of concrete, a few fragments of window pane glass, and a ceramic tile fragment. Recording shovel test 3 was excavated within the area of AC 3 and recovered brick and mortar fragments from aero to 10 cm. The overall concentration is roughly circular, measuring approximately 13 m across. There is a pattern of what appear to be foundation piers, some made of mortared brick (Figure 36), some of concrete and brick fragments (Figure 37), and others of solid concrete (Figure 38). The apparent foundation piers and pier remnants are spaced roughly two to three meters apart in a rough grid.

A linear concentration of brick, 3 m wide by 10 m long, extends from east to west across the northern portion of AC 3 (Figure 39). Around half of these are fire bricks and half are common bricks, whereas nearly all of the bricks in the remainder of AC 3 are common bricks. In fact, almost all of the brick across the rest of the site is common brick. The high proportion of fire brick, as well as the linear configuration, strongly suggests that the concentration of brick in the northern portion of AC 3 is a chimney fall.

Figure 36. Remnant of brick and mortar foundation pier in AC 3

Figure 37. Squared brick and concrete foundation pier in AC 3

Figure 38. Concrete foundation pier in AC 3

Figure 39. View of linear brick concentration within AC 3, facing west

AC 4 is located in the northeastern portion of the site, about eight meters east of AC 3. AC 4 consists entirely of common bricks, brick fragments, and mortar scattered over a roughly circular area, 8 m in diameter. The majority of the brick is concentrated between and within the root masses of two large fallen oak trees (Figure 40). For this reason no shovel tests were

excavated in AC 4, but recording shovel test 4 was excavated a few meters to the northeast. Several fragments of brick and glass were recovered from zero to 10 cm.

Figure 40. View of AC 4, facing southeast

Artifacts: The collection from 8ES3789 includes a total of 80 individual items (Table 2). This figure does not include any of the items left at the site. Materials include ceramic, glass, metal, and other.

The artifacts belong to five different functional categories: agriculture (n=5), architecture (n=34), indulgence (n=1), kitchen (n=1), and miscellaneous (n=39). The agriculture items are all fragments of fence wire, two of which are barbed. The architectural group is comprised of one piece of terracotta floor tile, one piece of glazed porcelain tile, one shard of window pane glass, 30 brick fragments, and a chunk of mortar. The indulgence item is a clear glass soda bottle. The bottle bears the maker's mark of Knox Glass Company indicating it was manufactured between 1932 and 1953 (Toulouse 1971:271). The kitchen item is a fragment of a whiteware plate with blue transfer print.

The miscellaneous group includes a clear glass jar, a clear glass bottle, and an aqua glass bottle base. These three items all have maker's marks: Hazel-Atlas Glass Company, 1920 to 1964 (Toulouse 1971:239), Owens-Illinois Glass Company, "Duraglas," after 1940 (Toulouse 1971:403), and Owens-Illinois Glass Company, 1929 to 1954 (Toulouse 1971:403). Other miscellaneous items include three unidentified shards of clear glass, a piece of hardened tar, a wood fragment, nine fragments of ferrous sheet metal, and 22 pieces of fired clay.

Table 2. Summary of Historic Artifacts from 8ES3789

Provenience	Depth	FuncGroup	FuncCat	Artifact	/Decoration	Detail	Comments	Total
AC 1	Surface	Architecture	Building material	Terracotta	Plain	Red		1
		Indulgence	Beverage	Container Glass	Maker's mark	Clear	Knox Glass Co./1932-1953	1
		Kitchen	Tableware	Whiteware	Transfer Print	Blue	Blue Willow Pattern	1
		Miscellaneous	Unidentified	Container Glass	Maker's mark	Aqua	Owens Illinois Glass Co./1929-1954	1
						Clear	"Duraglas"/1940+	1
							Hazel-Atlas Glass Co./1920-1960	1
AC 1 Total								**6**
AC 2	Surface	Miscellaneous	Unidentified	Tar				1
AC 2 Total								**1**
AC 3	Surface	Architecture	Building material	Porcelain	Glazed	Green		1
			Window Pane	Window Glass		Clear		1
AC 3 Total								**2**
RST 7	Surface	Agriculture	Fencing	Barbed Wire			Feature 1	2
				Wire			Feature 1	3
		Architecture	Building material	Brick	Common		Feature 1	12
		Miscellaneous	Unidentified	Fired Clay			Feature 1	22
				Wood			Feature 1	1
RST 7 Total								**40**
RST 1	000-010	Miscellaneous	Unidentified	Misc Glass	Plain	Clear		1
				Sheet				9
RST 1 Total								**10**
RST 3	000-010	Architecture	Building material	Brick	Common		probably all from one brick	14
				Mortar				1
RST 3 Total								**15**
RST 4	000-010	Architecture	Building material	Brick	Common			4

Table 2. Summary of Historic Artifacts from 8ES3789 (Continued)

Provenience	Depth	FuncGroup	FuncCat	Artifact	/Decoration	Detail	Comments	Total
RST 4	000-010	Miscellaneous	Unidentified	Misc Glass	Molded	Clear		1
					Plain	Clear		1
RST 4 Total								**6**
Grand Total								**80**

Interpretations: Four of the recording shovel tests excavated at 8ES3789 were positive for historic materials. Artifacts were recovered from zero to 10 cm in all cases with the exception of recording shovel test 7 which had artifacts within Feature 1 to at least 15 cm. Though excavation was halted at 15 cm, it is highly likely that the deposit extends to considerable depth within Feature 1. While shovel testing did confirm the presence of a brick-lined well (Feature 1), no other subsurface features were encountered and no occupational midden was observed.

There is no meaningful horizontal variation when considering the subsurface recovery alone. However, surface remains exhibit clear spatial patterning. The four artifact concentrations all clearly represent former structures. Isolated artifacts are distributed somewhat evenly in a light scatter between and surrounding the structural remains. None of the observed artifacts are more than 10 m from any of the former structures.

AC 2 consists primarily of bricks from the above-ground portion of the brick-lined well. The subsurface portion of the well is still intact, though it has been filled-in with soil. The wood fragment and bits of wire found in recording shovel test 7 are obviously fence remnants redeposited here from elsewhere on the site. The two pieces of hardened tar could be random discard, but may indicate the use of tar as a sealant on the roof or siding of one of the other structures.

Moving clock-wise around the site, AC 1 is the remnant of a small structure with a solid brick and mortar foundation. The structure's dimensions are estimated at 12 ft by 16 ft based on the outline made by the brick pile, though it may have been slightly smaller. Walls were likely framed and sided with wood, though no boards were observed during the current work. They may have been salvaged when the site was abandoned. The small piece of corrugated steel suggests a metal roof. The painted sheet metal could have been used for part of the siding, roof, or both. AC 1 had the greatest diversity in terms of artifact types and contained the lion's share of non-architectural artifacts at the site, including virtually all of the jars and bottles. AC 1 is tentatively interpreted as a storage shed due to the relatively small size of the structure and the relatively high quantity of container glass.

AC 3 is believed to be the remains of a small, very simple wood frame house. Again, no boards were recovered during the current work, but it may have been salvaged. The linear brick concentration is almost certainly a chimney fall, indicating a chimney somewhere along the north wall of the house. The structure is estimated to have measured approximately 20 ft by 30 ft based on the distribution of the foundation piers and relative position of the chimney fall. Several pieces of window pane glass indicate the structure had at least one glass window. The green ceramic tile may have come from either a bathroom or kitchen. No evidence of plumbing or electricity was observed. Curiously, no domestic or personal items were recovered either.

AC 4 exhibits no observable pattern to indicate what type of structure it was. Most of the brick is embedded in the roots of a large fallen tree or clustered around the base of the tree. One section of several bricks still held together with mortar. Much of the brick and mortar in the root

mass is highly fragmented, suggesting that the tree grew through, or at least adjacent to the structure before falling over. No other artifacts were observed in AC 4, though a barrel hoop and a tire were found nearby and two pieces of clear glass were recovered in recording shovel test 4. Given the size of the concentration, this was likely a small outbuilding with a brick foundation. The layout and function of this structure cannot be determined from the data at hand.

To summarize, the site appears to be a farmstead with a small house, a storage shed, and at least one other small outbuilding, along with a brick-lined well. The structures are arranged in a fairly compact site layout, all of which was probably surrounded by a wire fence. The site layout is evident on the 1951 aerial photograph (Figures 41 and 42).

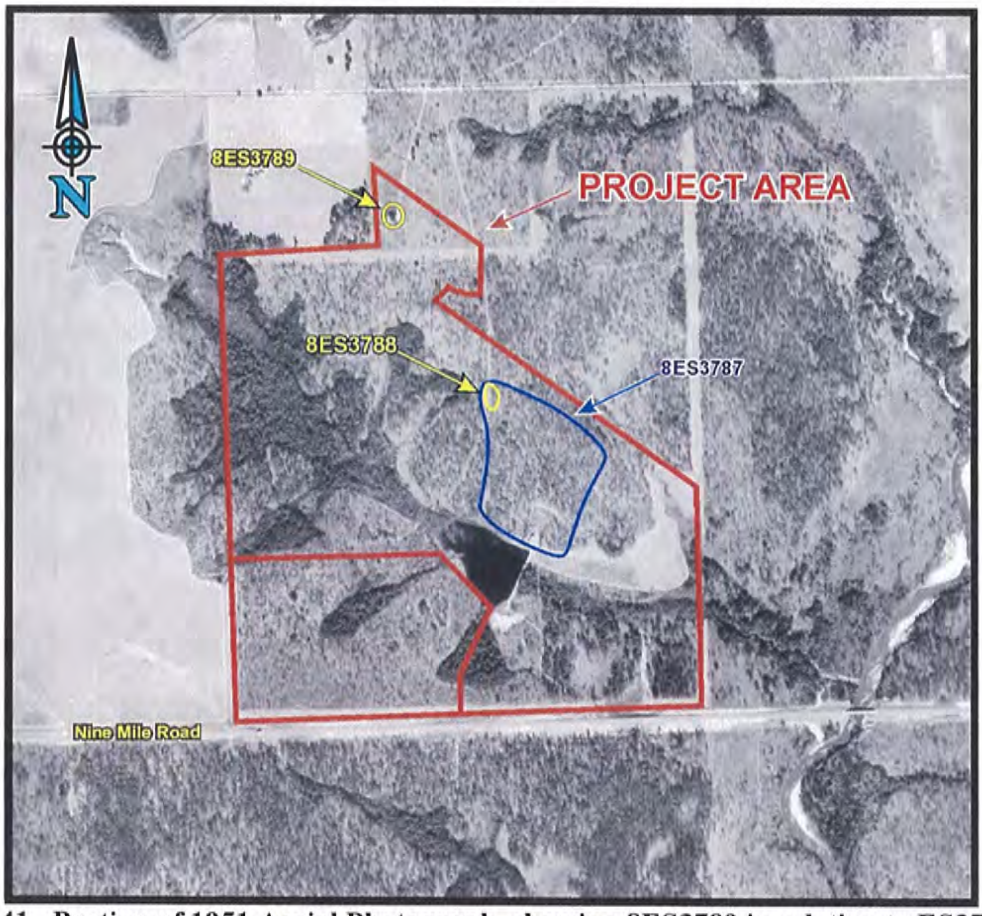

Figure 41. Portion of 1951 Aerial Photograph, showing 8ES3789 in relation to ES3787 and ES3788 within the project boundary

Figure 42. Close up of 8ES3789 on the 1951 aerial photograph

Chronologically speaking, the site appears to have been occupied for only a short time. Long-term historic occupation sites tend to produce sheet midden, but none was encountered at 8ES3789. The temporally diagnostic artifacts range from 1920 to 1964. However, when considering only the range in which all manufacture dates overlap, a much tighter cluster emerges between 1940 and 1954.

This date range is entirely consistent with what can be seen in the historic aerial photographs. There is no evidence of a structure or other activity in the 1940 photograph (refer to Figure 5). The site is clearly visible and looks to be in use in the 1951 photograph (refer to Figures 6 and 41). The site appears to be slightly overgrown in the 1958 aerial photograph, suggesting fairly recent abandonment (Figure 42).

Figure 43. Close up of 8ES3789 on the 1958 aerial photograph

The owner of the property during the period in question is currently unknown. A cursory search of online sources turned up no information in this regard and a courthouse records search is beyond the current scope. While it is currently part of the 4-H camp property, this parcel does not appear to have been part of the original 400 acres donated by M. Langley Bell, Sr. to the 4-H program. This parcel may have been added later on, perhaps following the construction of Interstate 10 in the 1960s, which bisected this quarter-section parcel and also alienated the northeastern-most portion of the original 4-H property.

Evaluation & Recommendations: 8ES3789 is interpreted as a farmstead or residence with several outbuildings, including a storage shed and brick-lined well. The site was established sometime during the 1940s and occupied only for a short period before being abandoned sometime in the 1950s. Not counting the numerous bricks, the overall artifact density is extremely low. Aside from the well, no subsurface features or occupational middens were encountered. These observations are consistent with a brief occupation of the site.

Without additional archival research, any potential association of this site with events or persons significant to local or regional history cannot be determined with certainty. However, given the information at hand either of these appears highly unlikely. From what little remains of the structures, there is little indication of any distinctive architectural characteristics or value. We do not feel that the site can be viewed as significant in terms of Criteria A, B, or C. Even if any of these criteria were met, the structures have been razed and the site lacks the integrity necessary to convey any such potential historical significance.

Information gathered during survey and site recording has enabled the determination of site layout, including the number of structures, approximate dimensions, and likely function. Additional documentation of the structural remains is not likely to provide much elaboration in these regards. A fairly firm date for the occupation has also been determined and there is no need to obtain additional diagnostic artifacts. Given the brief occupation and resulting lack of midden and paucity of domestic or personal artifacts, it is considered unlikely that additional excavations at the site would provide much archaeological data of any real value. In our opinion, this site is not significant under Criterion D.

8ES3789 lacks both significance and integrity. Therefore, it should be evaluated as ineligible for listing on the NRHP. We recommend no further work at this site.

Archaeological Occurrence

AO-1

This isolated occurrence was identified when survey shovel test 64 yielded a single Carrabelle Punctated ceramic rim sherd between 40 and 50 cm. The find is located at an elevation of 80 ft amsl on the side slope of a small southwest-northeast trending ridge. The nearest source of fresh water is a small seep head, approximately 30 m to the north and five feet

lower in elevation. Vegetation consists of a closed canopy of slash pine, laurel oak, and magnolia, with a moderately dense understory of various small trees and shrubs.

Six additional shovel tests were excavated around the find, placed judgmentally at 10 to 20 m intervals. All of these were sterile and no additional artifacts were recovered. As an archaeological occurrence, this find is categorically ineligible for listing on the NRHP. No further work is recommended.

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CHAPTER FIVE
MANAGEMENT RECOMMENDATIONS

Unit Summary

PTA conducted a cultural resources survey of the 240-acre property formerly known as the Langley Bell 4-H Center. The survey was conducted in March of 2013 on behalf of NFCU. The entire property was inspected by pedestrian survey and a total of 138 (104 survey and 34 recording) shovel tests were excavated. The effort resulted in the identification of one historic cultural resource group containing one archaeological site, and seven historic structures, as well as a number of modern structures. An additional historic site and a prehistoric archaeological occurrence were also identified (Table 3).

Table 3. Summary of Cultural Resources Identified Within the Project Area

Occurrence Type	Site No.	Eligibility	Threats	Testing Priority
Resource Group	8ES1387	Ineligible	n/a	n/a
Archaeological Site	8ES1388	Ineligible	n/a	n/a
Archaeological Site	8ES1389	Ineligible	n/a	n/a
Historic Structure	8ES1390	Ineligible	n/a	n/a
Historic Structure	8ES1391	Ineligible	n/a	n/a
Historic Structure	8ES1392	Ineligible	n/a	n/a
Historic Structure	8ES1393	Ineligible	n/a	n/a
Historic Structure	8ES1394	Ineligible	n/a	n/a
Historic Structure	8ES1395	Ineligible	n/a	n/a
Historic Structure	8ES1396	Ineligible	n/a	n/a
Archaeological Occurrence	AO-1	Ineligible	n/a	n/a

All of the cultural resources identified during the course of this survey have been evaluated as ineligible for listing on the NRHP. No further work is recommended. As previously stated, NFCU has already taken the initiative in this regard and plans to install a memorial on the property to commemorate the Langley Bell 4-H Center. No specifics are available as yet, but NFCU is currently working with a 4-H appointed committee to develop ideas for the memorial and to determine the ideal location for its placement on the property (Kim Aderholdt, personal communication 2013).

Unexpected Discoveries

If ground-disturbing activities take place at the subject property and unexpected discoveries, such as Native American graves or lost historic cemeteries are encountered, then work will cease immediately. The client will notify the Florida SHPO within 24 hours at (850) 245-6333 to begin procedures that are outlined in Chapter 872, F.S. (Florida's Unmarked Burial Law).

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FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

Ms. Kimberly Aderholdt
Navy Federal Credit Union
5550 Heritage Oaks Drive
Pensacola, Florida 32526-7859

May 13, 2013

Re: DHR Project File No.: 2013-01747 (2013-00317, -01292)
FDEP Permit Application No.: 17185770005
Received by DHR: April 30, 2013
Cultural Resources Survey of 240 Acres of Planned Campus Expansion on Navy Federal Property, Pensacola, Florida

Dear Ms. Aderholdt:

Our office received and reviewed the above referenced survey report in accordance with Section 106 of the *National Historic Preservation Act of 1966* (Public Law 89-665), as amended in 1992, and *36 C.F.R., Part 800: Protection of Historic Properties*, and Chapters 163, 267, and 373 of the *Florida Statutes*, for possible adverse impact to cultural resources (any prehistoric or historic district, site, building, structure, or object) listed, or eligible for listing, in the National Register of Historic Places (NRHP).

In March 2013, Prentice Thomas & Associates, Inc. (PTA) conducted an archaeological and historical Phase I survey on behalf of the Navy Federal Credit Union (NFCU) for the tract proposed for their campus expansion. PTA identified one previously unrecorded resource group (8ES3787) consisting of seven historic structures (8ES3790 – 8ES3796) and one archaeological site (8ES3788), as well as another previously unrecorded archaeological site (8ES3789) and an archaeological occurrence within the project tract during the investigation.

The historic structures at the Langley Bell 4-H Center (8ES3787) include a kitchen/dining hall (8ES3790), a storage shed (8ES3791), the former caretaker's house (8ES3792), and four cabins that are now used for storage (8ES3793 – 8ES3796). The resource group also includes a large historic refuse site (8ES3788) with mid-twentieth century artifacts associated with the former 4-H camp. Although important to the local community, the Langley Bell 4-H Center does not have the historical or architectural significance or the research potential required for listing in the NRHP. However, NFCU plans to erect a memorial to commemorate the 4-H Center.

PTA identified an historic farmstead or residence site (8ES3789) from the mid-twentieth century. Despite the intact structural remains, site 8ES3789 does not appear to contain sufficient research potential to warrant listing in the NRHP since it was occupied for a short time and only contains a small quantity of domestic or personal artifacts.

PTA determined that the proposed campus expansion will have no effect on cultural resources listed, or eligible for listing in the NRHP, or otherwise of historical, architectural, or archaeological significance. PTA recommends no further investigation of the parcel, but does suggest that the former Langley Bell 4-H Center be commemorated with an onsite memorial.

Based on the information provided, our office concurs with these determinations and finds the submitted report complete and sufficient in accordance with Chapter 1A-46, *Florida Administrative Code.*

For any questions concerning our comments, please contact Rudy Westerman, Historic Preservationist, by electronic mail at Rudy.Westerman@DOS.MyFlorida.com, or by phone at 850.245.6333. We appreciate your continued interest in protecting Florida's historic properties.

Sincerely,

Timothy A. Parsons, DSHPO for

Robert F. Bendus, Director
Division of Historical Resources
and State Historic Preservation Officer

Appendix "F"

A copy of the deed for the Navy Federal Credit Union Master Plan Expansion parcel (4H parcel) as recorded in OR Book 6893, Page 907, of the public records of Escambia County, Florida

A copy of deeds for the Navy Federal Credit Union Heritage Oaks Commerce Park parcels

Recorded in Public Records 08/09/2012 at 02:07 PM OR Book 6893 Page 907, Instrument #2012061437, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $69.50 Deed Stamps $25200.00

+ 25,200.00
R - 69.50

Prepared by
John W. Monroe, Jr., of
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502
N0033-126527

TRUSTEES' DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This indenture, made on August 9, 2012, by ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, AS TRUSTEES FOR THE ESCAMBIA COUNTY 4-H COUNTY COUNCIL, whose address is 221 Palafox Place, Suite 420, Pensacola, FL 32502 (GRANTOR), AND NAVY FEDERAL CREDIT UNION, a federally chartered credit union whose address is 820 Follin Lane, Vienna, VA 22180 (GRANTEE).

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situated in Escambia County, Florida being more particularly described as follows:

FOR LEGAL DESCRIPTION, SEE THE ATTACHED EXHIBIT A, CONSISTING OF ONE PAGE AND MADE A PART HEREOF BY REFERENCE.

Together with all the improvements located thereon, and all tenements, hereditaments, and appurtenances belonging or in any way appertaining to it, and all the right, title, interest, claim, and demand whatsoever which Grantor has in and to the property.

This conveyance is subject to real property taxes for the year 2012 and subsequent years; conditions, easements and restrictions of record, if any but this reference can not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities, and subject to all rights, title, interests or claims of adjoining property owner by reason of, or reflected by, the overlap created by deed recorded in O.R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on the survey prepared by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Grantor further covenants with Grantee that Grantor has good right and lawful authority to convey the property and Grantor warrants the title to the property of any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor. Provided, however, notwithstanding the foregoing, no covenants or warranties are given with respect to that portion of the above described real property that is subject to the overlap created by deed recorded in O. R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on survey by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Attached hereto as Exhibit "B" are the original minutes of the meeting of the Escambia County 4H County Council, signed by the President and attested by the Secretary, evidencing the authority of the Trustees to convey the property herein described.

The undersigned are executing this Deed solely in their capacity as the Trustees for the Escambia County 4-H County Council, and no obligation or liability arising from this document is intended to be, nor shall it be, binding upon or accrue to the undersigned, individually, or to Escambia County or its governing body, the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

WITNESSES:

Print Name:

Print Name:

E. Dean Kirschner

Print Name: E. Dean Kirschner

Dianne C. Simpson

Print Name: Dianne C. Simpson

Aretta Green

Print Name: Aretta Green

Dianne C. Simpson

Print Name: Dianne C. Simpson

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA,
AS TRUSTEES FOR THE ESCAMBIA
COUNTY 4-H COUNTY COUNCIL

Unable to Sign due to Conflict-
See Attached Exhibit C for 8B
By: Memorandum of Voting Conflict
Wilson Robertson, as Trustee

By: Gene Valentino
Gene Valentino, as Trustee

By: Marie Young
Marie Young, as Trustee

Rebecca L. Azelton
Rebecca L. Azelton
Print Name:

Dianne C. Simpson
Dianne C. Simpson
Print Name:

By: _____
Grover Robinson, as Trustee

Dawn Troche
Print Name: Dawn Troche

Dianne C. Simpson
Print Name: Dianne C. Simpson

By: _____
Kevin White, as Trustee

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by GENE VALENTINO, As ~~Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by MARIE YOUNG, ~~As Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of July, 2012, by GROVER ROBINSON, ~~As Trustee for~~ the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of July, 2012, by KEVIN WHITE, ~~As Trustee for the~~ Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced _____ as identification.

Dianne C. Simpson
Print Name:
Notary Public

DIANNE C. SIMPSON
MY COMMISSION # DD 948353
EXPIRES: January 9, 2014
Bonded Thru Budget Notary Services

H:\MKK\Closings\NFCU pf 4H\Trustees Deed2.subjtooverlap

EXHIBIT A

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:
A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:
Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

Also less and except any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.

EXHIBIT "B"

Minutes of the meeting of Escambia 4-H County Council
April 23, 2012

The purpose of the meeting was to conduct a vote of the Voting Delegates on whether or not to authorize the sale of the Langley Bell Center property to Navy Federal Credit Union under terms and conditions provided to the Voting Delegates in previous meetings.

Voting was held in two locations: Extension Service Offices at Stefani Road and the Warrington Fire Department.

Voting was by secret Ballot and voting was conducted in cooperation with the Escambia County Supervisor of Elections Office.

The Ballots were counted by an employee of the Elections Office, and the tally was as follows:

21 Yes (authorizing the sale)

16 No (against authorizing the sale)

0 Invalid Ballots (if any and reason not counted)

ATTEST:

Mackenzie Helmick
~~McKenzie Helmick~~ Mackenzie Helmick
Secretary

Devin Bell
President

EXHIBIT "C"

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME-FIRST NAME-MIDDLE NAME Robertson, Wilson B.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Board of County Commissioners
MAILING ADDRESS 221 Palafox Place, Suite 400	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY X COUNTY ☐ OTHER LOCAL AGENCY
CITY Pensacola COUNTY Escambia	NAME OF POLITICAL SUBDIVISION Escambia County, Florida
DATE ON WHICH VOTE OCCURRED October 21, 2010	MY POSITION IS: x ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Wilson B. Robertson, hereby disclose that on October 21, 2010

(a) A measure came or will come before my agency which (check one)

☐ inured to my special private gain or loss;

☐ inured to the special gain or loss of my business associate, _____

☐ inured to the special gain or loss of my relative, _____

☐ inured to the special gain or loss of, _____, by whom I am retained; or

X inured to the special gain or loss of, Navy Federal Credit Union, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I declare a voting conflict pursuant to § 112.3143, Fla. Stat., with regards to a Special Board Meeting held on October 21, 2010, to meet as the Trustees for the Escambia County Council of 4-H Clubs. My company, Robertson Curtis, Inc., is a subcontractor for Greenhut Construction who has the contract with Navy Federal Credit Union.

Wilson B. Robertson

Date Filed October 21, 2010 Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement), is entered into this 11th day of March, 2003, between Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners, whose mailing address is 223 Palafox Place, Pensacola, Florida 32501 (Seller), and Navy Federal Credit Union, whose address is 820 Follin Lane, Vienna, Virginia 22180 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property located in Escambia County, Florida and described as follows:

Legal Description (Property) - See Exhibit A

Parcel Identification Number: A portion of 04-1S-31-1101-000-000

and;

WHEREAS, the sale of the Property was the subject of an Invitation to Bid, Specification No. PD 02-03.17 (Bid Invitation); and

WHEREAS, at a duly advertised Board of County Commissioners' meeting on January 9, 2003, Seller accepted the bid of Buyer, made pursuant to the Bid Invitation; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement for Sale and Purchase and 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. Recitals. The above recitals are made a part of the Agreement.

2. 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 and pursuant to the terms of the Bid Invitation. To the extent that there exists any conflict between the provisions of the Invitation to Bid and the terms of the Agreement, the Invitation to Bid shall control over the Agreement (except as to the date of closing).

3. Purchase Price and Method of Payment. The purchase price for the Property is Three Hundred Seventy-Three Thousand Eight Hundred Dollars ($373,800) and must be paid by wire

transfer, certified or official check at closing.

The foregoing purchase price for the Property is calculated by multiplying Twenty Thousand Dollars ($20,000.00) by the number of acres constituting the total area Property, which number is 18.69 and is subject to verification by Buyer's surveyor prior to the Closing (as such term is defined herein).

The sum of Forty Thousand and 00/100 Dollars ($40,000.00), in the form of cash or an irrevocable letter of credit, ("Deposit") shall be deposited by Buyer with a title insurance company acceptable to Buyer in its sole and absolute discretion to serve as escrow agent ("Escrow Agent"), within ten (10) days of the full execution of this Agreement by Buyer and Seller.

4. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 45 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 those exceptions identified in Paragraph 11 of this Agreement entitled "Conveyance of Property." Seller is not obligated to provide Buyer with a title insurance commitment. Buyer shall obtain from a title insurance company, chosen by Buyer in its sole and absolute discretion (the "Title Company"), a title insurance commitment for the issuance of an owner's title insurance policy at standard rates.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Paragraph 11, Buyer shall notify Seller in writing no later than the 45th day after the date of this Agreement. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title which are either not acceptable nor contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

Seller must within fourteen days following receipt of written notice of the existence of Title Defects notify Buyer in writing of those matters that it will address and cure and those matters that it will not cure, and thereafter undertake a good faith effort to and, in fact, cure or eliminate those Title Defects Seller stated it will cure in the aforementioned notice to Buyer. In the event that the response of Seller to the Buyer's Title Defects ("Seller's Response Letter") is unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the tenth (10th) day following Buyer's receipt of the Seller's Response Letter. If Buyer exercises such right to terminate, this Agreement shall be of no further force and effect, the Deposit shall be promptly returned to Buyer, with no setoff, fee, or cost to Buyer of any kind or nature and the parties hereto shall have no further obligation to one another with respect to this Agreement. If Seller is unable to cure or eliminate those Title Defects prior to closing after making a good faith effort to do so, Seller shall notify Buyer in writing prior to closing of its inability. Buyer and Seller may then (a) extend the time allowed for removal of Title Defects and the time of closing; or (b) Buyer may waive Title Defects and proceed with closing; or (c) either Buyer or Seller may withdraw from the transaction and terminate the obligations under the Agreement upon which the Deposit shall be promptly returned to Buyer. Buyer agrees any that Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by

Buyer.

5. Survey. Buyer shall have a contingent study period of not less than ninety (90) days beginning on that date after which both Seller and Buyer have fully executed this Agreement ("Study Period"). During the Study Period, Buyer will evaluate the Property related to a variety of physical, legal, title, survey, economic, environmental, development and operational issues at its sole cost and expense. Buyer will be free to terminate the Agreement at any time and for any reason during the Study Period at which time the Deposit will be promptly returned to Buyer with no setoff, fee, or cost to Buyer of any kind or nature. Such termination rights of Buyer during the Study Period shall also apply to Buyer becoming fully satisfied that its goals and standards for certain state and county municipal incentives are sufficient to justify this purchase. 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 which 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 Paragraph 4 of this Agreement.

6. 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. If Buyer is unable to obtain financing prior to closing after making a good faith effort to do so, Buyer shall notify Seller in writing of its inability. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Paragraph 23.

7. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller will neither commit nor permit waste, deterioration or other destruction of the Property prior to that time.

8. Condition of Property. 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.

9. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide prior 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 environmental assessments and soil tests 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 an open or obvious condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an eminent and substantial danger to the public health or welfare. Upon receipt, either party shall have the unilateral right within 10 days to notify the other that it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease and the deposit shall be promptly returned to the Buyer. However, nothing in this paragraph shall preclude the parties, prior to termination of the Agreement, from negotiating an extension of the closing date to allow Seller, at its discretion, the opportunity to remedy the defect.

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. Buyer will provide to Seller copies of all inspection and investigation reports that Buyer receives if this Agreement is terminated by Buyer pursuant to this Paragraph.

10. 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.

11. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title (Permitted Exceptions):

a. Ad valorem real property taxes for the years subsequent to the time of closing and applicable land use regulations.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest 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.

c. Easements and restrictions of record as of the date of this Agreement together with the Plat of Heritage Oaks Commerce Park and the Declaration of Covenants, Conditions and Restrictions of Heritage Oaks Commerce Park contemplated herein (and Seller agrees that it shall not permit any other documents affecting the Property to be recorded in the public records between the date of this Agreement and the date of closing except for the Plat of Heritage Oaks Commerce Park and the Declaration of Covenants, Conditions and Restrictions of Heritage Oaks Commerce Park).

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 Paragraph 4.

12. Closing. If Buyer has not terminated this Agreement on or before the expiration of the Study Period, the Closing of the sale of the Property shall occur upon the date ("Closing Date") that is the earlier of: (a) thirty (30) days after the expiration of the Study Period; or (b) such earlier date as shall be reasonably requested by Buyer. That period of time beginning on the first day after the expiration of the Study Period and continuing until the actual date of the Closing is hereafter referred to as the "Pre-Closing Period". Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller, 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, 14 West Government Street, Room 411, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents.

13. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER	
_____	__X__	Deed Documentary Stamps
_____	__X__	Survey, if any
_____	__X__	Recording (Deed)
_____	__X__	County Attorney's Fees (Document Preparation)
_____	__X__	Title Insurance, if any
_____	__X__	Structural and Environmental Inspections, if any

_X_ _____ Real Estate Professional Fee or Commission, if any

14. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes, if any, assessed against the Property after closing. Seller is exempt from ad valorem taxes and will not pay ad valorem taxes on the Property, either on a prorated basis nor otherwise.

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.

c. Seller will solely bear, at its sole cost and expense, common area maintenance fees and costs, utility costs and insurance costs related to the Property during the Study Period and the Pre-Closing Period.

15 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. Seller has no knowledge of any 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 or impact Buyer's intended development and use of the Property.

e. There are no known 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. Seller has not executed any other agreements, contracts or options for the sale of all or any portion of the Property, and there are no existing or pending contracts of sale, options to purchase or rights of first refusal (or the like).

g. The execution and delivery by Seller of, and the performance and compliance by Seller with the terms and provisions of, this Agreement do not violate any of the terms, conditions or provisions of (i) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority to which Seller is subject, or (ii) any agreement or contract to which Seller is a party or to which it or the Property is subject, nor shall such execution, delivery, performance or compliance constitute a material default thereunder or give to others any material rights of termination or cancellation in or with respect to the Property.

h. Seller has not received notice of any attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated or pending or threatened against Seller or the Property.

i. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the Closing Date have been (or prior to the Settlement Date will be) paid in full, and on the Closing Date there shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting the Property.

j. Access to and egress from the Property is available and provided by public streets; all roads bounding the Property are public roads; the Deed is the only instrument necessary to convey to Buyer full access to and the right to use such roads freely as well as all rights appurtenant to the Property in such roads; Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the highway or road system in the vicinity of the Property or to restrict or change access from any such highway or road to the Property; all driveway entrances to the Property are permanent and no special access or other permits from the applicable governmental authorities are required to operate and maintain such driveway entrances; and access to any portion of the Property is not obtained from adjoining public roads by means of easements, rights-of-way or licenses across lands or premises not included within the Property.

k. The Property is (or will be at or before Closing) a legally subdivided parcel of land created by a deed of subdivision or similar instrument recorded in the public records of Escambia County, Florida and Seller has the right lawfully to convey the Property to Buyer by deed without any further subdivision or resubdivision of the Property.

l. The Property is an independent unit that does not now rely, and on the Closing Date will not rely, on any facilities (other than the facilities of public utility and water companies and of access from the public roads) located on any property not included in the Property to fulfill any legal requirements.

m. Water, sewer, electricity, telephone, and all other utilities required for the use, occupancy, operation and maintenance of a call center facility as contemplated hereunder are adequate to service the normal operation of the Property, are supplied directly to the Property by facilities of public utilities, and the cost of installation of such utilities has been fully paid. All public utilities required for the operation of the Property as contemplated hereunder enter the Property through lands as to which valid public or private easements exist that will inure to the benefit of Buyer.

n. All representations made by Seller in this Agreement are true and correct in all material respects on the date made.

o. Seller shall have obtained all approvals and/or boundary line adjustments necessary to complete a record and lawful conveyance of the Property to Buyer in compliance with all applicable laws and governmental regulations and consistent with Buyer's plans for development of the Property.

p Seller shall deliver to Buyer a certificate executed on behalf of Seller reasonably acceptable to Buyer certifying that the representations made by Seller in this Agreement are true and correct on and as of the Closing Date. To the extent any representations are not true and correct as of the Closing Date, Seller shall disclose such matters to Buyer.

q. Seller shall execute and deliver a Notice of Approval and Confirmation of Plans as may be reasonably required by Buyer's Title Insurance Company.

r. Seller shall execute and deliver all documents regarding Seller's authority to consummate the transaction contemplated by this Agreement and any other documents and/or affidavits as may be reasonably required by Buyer's Title Insurance Company.

If any of such condition(s) are not satisfied on or before the Closing Date, Buyer shall have the right to either waive the condition(s) in question, either in whole or in part, and proceed with the purchase or, in the alternative, terminate this Agreement by giving Seller written notice of such election by delivering written notice to Seller at any time on or before the Closing Date. If this Agreement is terminated pursuant to Paragraph 15 because any of the conditions set forth herein have not been satisfied, then the Escrow Agent shall refund the Deposit to Buyer with no setoff, fee, or cost to Buyer of any kind or nature and the parties hereto shall have no further obligation to one another with respect to this Agreement.

16. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

17. 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.

18. 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.

19. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

20. 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.

21. Integrated Agreement, Waiver and Modification. This Agreement and all exhibits attached hereto represent 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 can be 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.

22. 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, other than The Staubach Company-Southeast, whose commission is 6% (six percent) of the purchase price of the Property.

23. Default and Termination. If Buyer fails to perform any of its obligations set forth in the Agreement within the times specified, Seller, at its option and at any time, may terminate the Agreement by written notice to the Buyer and retain the Deposit.

If the Seller fails to perform any of its obligations set forth in the Agreement within the times specified, Buyer, at its option at any time, may terminate the Agreement, upon which the Deposit shall be promptly returned to the Buyer.

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.

24. 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 Administrator
223 Palafox Place
Pensacola, Florida 32501

WITH A COPY TO:
County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32501

TO THE BUYER:
Navy Federal Credit Union
820 Follin Lane
Vienna, Virginia 22180

WITH A COPY TO:
Watt, Tieder, Hoffar & Fitzgerald, LLP
7929 Westpark Drive, Suite 400
McLean, Virginia 22102-4224

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.

25. 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.

26. 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.

27. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

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.

29. Subsequent Sales/Reverter. From the date of Closing and beyond, Buyer shall have the right to effect the further sale(s) of the Property or the Option Parcel (as such term is defined herein) to include any or all then existing site improvements, in whole or part, to any third party without Seller having any approval rights related to such further sale. Notwithstanding the forgoing, if at any time after the closing, Buyer elects to sell all or a portion of the Property or the Option Parcel to any non-related third party entity, Buyer will first offer the Property or the Option Parcel for sale back to Seller as set forth in (a) below, but subject at all times to the superior provisions of (b) below. The terms of this Paragraph 29 shall expressly survive the Closing.

a. In the event that Buyer desires to sell all or a portion of the Property or the Option Parcel after its initial purchase from Seller, Buyer shall first offer the same to Seller, in whole or part as applicable in the sole discretion of Buyer, under such purchase price and terms as determined by Buyer. Seller will then have thirty (30) days to make an irrevocable election as to whether or not it will re-purchase the Property or Option Parcel from Buyer under the terms and conditions stipulated by Buyer. If Seller makes such irrevocable election to re-purchase the Property or Option Parcel, then such election will be legally binding on both parties and both parties will thereafter proceed to complete a purchase and sale agreement and the subsequent closing of said sale as quickly as is practicable. If Seller does not make such timely election, then such rights of Seller shall be extinguished with respect to that certain occasion of Buyer's desire to sell the Property or Option Parcel and Buyer shall thereafter be free to enter into such sale(s) with any other party(s), provided, however that the purchase price agreed upon by Buyer and such third party shall not be less than eighty percent (80%) of the purchase price first offered to Seller by Buyer. Prior to accepting any purchase and sale contract or term sheet with any such third party with a purchase price less than eighty percent (80%) of the purchase price initially offered to Seller by Buyer, Buyer shall re-offer the Property again to Seller and Seller shall then have thirty (30) days to make an irrevocable and legally binding election to repurchase the Property or Option Parcel from Buyer.

b. Notwithstanding the forgoing, the provisions of this Paragraph 29 shall not apply in any instance to any future sale(s) of the Property or Option Parcel by Buyer as may be related to: (i) a corporate affiliate, subsidiary, or successor of Buyer or joint venture or partnership in which Buyer or its affiliate is a general partner; (ii) a financing or a sale lease-back transaction under which Buyer or a related entity will lease the Property or Option Parcel and the to-be-constructed improvements thereon from an entity which purchases the Property or Option Parcel from Buyer; (iii) any future owner of the Property or Option Parcel pursuant to (ii) above herein; or (iv) any future sale of the Property or Option Parcel whatsoever of any kind or nature which (1) takes place later than the end of the third (3rd) full year after Closing on the

Property by Buyer or (2) takes place at any time after Buyer or any assignee of Buyer constructs any improvements greater than 15,000 gross square feet of building areas on any part of the Property or Option Parcel.

30. Option to Purchase Additional Parcel. Seller hereby grants Buyer option (the "Option"), but not the obligation, to purchase that certain real property containing approximately 9.85 acres of land directly contiguous to the Property, described as Tract B on the Plat of Heritage Oaks Commerce Park recorded in the public records of Escambia County, Florida, and more particularly described in Exhibit B (herein referred to as the "Option Parcel"). The term of the Option shall commence on the Closing Date of the purchase of the Property and shall continue for twelve (12) consecutive months thereafter ("Option Period"). In the event that Buyer exercises the Option, it shall provide written notice to Seller of such exercise ("Option Notice") on or before the expiration of the Option Term.

a. Purchase Price. The purchase price for Option Parcel shall be calculated by multiplying Twenty Thousand Dollars ($20,000.00) by the number of acres constituting the total area of the Option Parcel, which number is 9.85 acres, more or less, subject to verification by Buyer's surveyor prior to the Closing.

b. Option Price. Buyer shall pay to Seller $10,000 for each of the twelve months constituting the Option period. Such amount shall be paid prior to the beginning of each month during the Option period and the total Option Price paid during the Option Period shall be credited toward the purchase price in the event that Buyer elects to exercise the Option.

c. Conveyance. The Option Parcel shall be conveyed to Buyer by Seller in fee simple, subject to the reservation by Seller of a public right-of-way, access, drainage and utility easement, between Tract R-1 and Tract R-2 as shown on the Plat.

d. Study Period. No contingent study period will apply for the Option Parcel.

e. Closing. The date of the closing of the sale of the Option Parcel ("Option Closing") shall be solely determined by the Buyer, provided that in no event shall such Option Closing occur later than one hundred twenty (120) days after the date of the Option Notice.

f. Fees and Expenses. At all times during the Option Period, Seller shall solely bear all associated carrying costs of every kind and nature for the Option Parcel including, but not limited to, all common area maintenance fees and costs, utility costs and all insurance costs.

g. Subsequent Sales of Option Parcel/Reverter. From the date of the Option Closing and beyond, Buyer shall have the right to effect a further sale(s) of the Option Parcel in

whole or part without Seller having any approval rights related to such further sale or any rights related to a repurchase of the Property except as provided in Paragraph 29 of this Agreement.

h. Option Closing Costs, Expenses, and Terms. Except as otherwise defined herein or as the parties otherwise agree, the Costs, Expenses, and Terms of the Closing on the Option Parcel shall be consistent with those of those defined in this Agreement for the sale and purchase of the Property.

i. Access to Option Parcel. Throughout the Option Tern, Seller will grant Buyer and its agents and contractors full and free access to Option Parcel for conducting analysis and reports. Buyer agrees to be responsible to repair or restore any damage done to Option Parcel by Buyer or its agents or contractors at its sole cost and expense, and Buyer further agrees to indemnify, defend, and hold Seller harmless as provided in Paragraph 9 of this Agreement.

j. Restrictions During Option Period. At all times during the Option Period, Seller agrees that it will not undertake, without the prior written approval of Buyer, any act or action which would affect the Option Parcel, including but not limited to (i) any changes in zoning or legal entitlement, (ii) any financing or use of the Option Parcel as security or collateral for financing, (iii) the granting of any easement or access to any third party in over, under or across the Option Parcel, (iv) the granting of any leasehold right in the Option Parcel or other right of use relating to the Option Parcel to any third party, or (v) the construction of any building improvements on the Option Parcel.

k. Memorandum of Option. From the date of Closing of the Property and continuing thereafter throughout the Option Term, Buyer shall have the right to record in the public records of Escambia County, Florida, a Memorandum of Option setting forth and describing Buyers legal interest in the Option Parcel. Seller shall cooperate with Buyer in executing and recording such Memorandum of Option.

l. Subordination. The rights in and to the Option Parcel granted to Buyer herein shall be superior to the rights and interests of all other parties except for the Seller and in no event shall Buyer's rights hereunder be subordinated to the interests of the holder of any mortgage relating to the Option Parcel.

m. Survival. The terms of this Paragraph 30 shall expressly survive the Closing.

31. Covenants. Simultaneously with the execution of this Agreement, Seller shall cause to be executed and recorded among the public records the Declaration of Covenants, Conditions and Restrictions of Heritage Oaks Commerce Park ("Declaration"), attached hereto as Exhibit C.

32. Architectural Approval. Within fourteen (14) days of the date of this Agreement, Buyer shall deliver to Seller architectural and landscaping plans ("Plans") detailing Buyer's proposed improvements to be constructed upon the Property. Seller shall have fourteen (14) days to notify Buyer in writing as to whether the Plans are approved or, if the Plans are not approved, to provide detailed reasons for such disapproval. If the Plans are disapproved, Buyer shall revise the Plans and resubmit them to the Seller for approval and Seller shall again respond to such submission within fourteen (14) days. The foregoing process shall continue until Buyer receives Seller's approval, whether actual or deemed, of the Plans. In the event that Buyer makes any submission of Plans to Seller and Seller does not respond within the aforementioned 14-day period, the Plans shall be deemed approved by Seller. Seller's approval of the Plans shall be documented in the form of a Notice of Approval, satisfactory to Seller and Buyer, which shall be recorded in the public records at the Closing (at Buyer's expense), and which shall be substantially in the form provided herein as Exhibit D.

33. Offsite Infrastructure and Improvements.

a. Construction/Installation. Seller, at its sole cost and expense, shall construct and install the following infrastructure and improvements ("Offsite Infrastructure and Improvements"), which shall be substantially complete by the dates herein provided and in accordance with the Construction Schedule provided herein as Exhibit E.

(i) Primary Access Roadway. Seller shall construct a temporary roadway providing access to the Property from Nine Mile Road for use during construction. On or before October 20, 2003, Seller shall construct a permanent roadway, including base coat and final paving in accordance with Escambia County specifications, in the areas designated as Tract R-1, Tract R-2, and along the 50' access, drainage, and utility easement on the Plat.

(ii) Storm Water Management. Seller shall construct or install all storm water management elements required by county, state or other governmental regulations in connection with the construction, installation and operation of all Offsite Infrastructure and Improvements. Additionally, Seller shall construct a wet detention holding pond in the Northeastern portion of Tract A. Upon completion, Buyer shall take possession and control of the wet detention holding pond and shall execute an agreement, acceptable to Seller, to indemnify, defend, and hold Seller harmless for damage or injury from surface or storm waters standing or flowing over and across the Property.

(iii) Electricity, Water & Sewer. On or before October 20, 2003, Seller shall install electricity, public water and public sewer in the areas designated on the Plat as Tract R-1 and Tract R-2.* The foregoing shall be installed underground, the exact locations and paths of travel to be agreed upon by

MY PB 03/07/03

* and along the 50' access, drainage, and utility easement on the Plat.

Buyer and Seller on or before the Closing. The conduits and cabling to be installed in such area for electricity shall be of reasonably sufficient size and specifications to accommodate the Buyer's needs.

(iv) Fiber Optics. On or before October 20, 2003, Seller shall construct or install conduits and structures for fiber optics and telecommunications cabling in the area designated on the Plat as Tract R-1* The foregoing shall be installed underground, the exact locations and paths of travel to be agreed upon by Buyer and Seller on or before the Closing. Such fiber optic telecommunication cabling shall be of reasonably sufficient size and specifications to accommodate the Buyer's needs.

(v) Intersection Improvements. On or before November 15, 2003, Seller shall construct or install such improvements to the intersection of Nine Mile Road and the area designated on the Plat as Tract R-1 as may be required by the State of Florida or Escambia County in order to obtain entry onto Nine Mile Road from the Property.

(vi) Lighting, Landscaping, Signals, etc. On or before October 20, 2003, Seller shall construct or install such street lighting, landscaping, signals, striping and signage as may be required by Escambia County.

b. Design, Engineering, Bidding and Construction. Seller shall be responsible for the design, engineering, bidding and construction or installation of the Offsite Infrastructure and Improvements described in Paragraph 33(a) above. On or before the date of Closing, Seller will prepare preliminary and final drawings and specifications for all the Offsite Infrastructure and Improvements. All Offsite Infrastructure and Improvements shall be designed, engineered, bid and constructed in accordance with Escambia County's Ordinances and procurement procedures.

c. Buyer's Representative. It is the intention of the parties as of the Effective Date that Buyer shall have the right, but not the obligation, to have a representative observe and monitor the construction and installation of the Offsite Infrastructure and Improvements.

d. Survival. The terms and conditions of this Paragraph 33 shall expressly survive the Closing.

34. Dispute Resolution. Prior to filing an action in court, the parties agree that they shall attempt to resolve any dispute arising out this Agreement by mediation. All mediators shall be certified by the State of Florida. Jurisdiction and venue of all actions or proceedings shall be in Escambia County, Florida.

MY P.L. 03/07/03

* Tract R-2 and alongthe 50' access, drainage, and utility easement on the Plat.

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

Doris Harris
Deputy Clerk
(no backup)
BCC Approved: 1-9-2003

(SEAL)

Marie Young
Marie Young, Chairperson

DATE EXECUTED 3-11-2003

BUYER:
Navy Federal Credit Union

Witness Edward A. Orr Jr.
Print Name Edward A. Orr Jr

Witness Jason D. Blatt
Print Name Jason D. Blatt

Patricia C. Schneck
By: Patricia C Schneck AS President
acting, Senior Vice President
Management Engineering.

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was sworn to and acknowledged before me this 11 day of March, 2003, by Patricia C Schneck, *~~President~~ of Navy Federal Credit Union. He/She is (X) personally known to me, ( ) produced identification. Type of identification produced _____.

Kathie A Arnold
Signature of Notary Public
Kathie A. Arnold
Name of Notary Printed

My Comm. Exps. 8/31/2006

(NOTARY SEAL)

*Acting, Senior Vice President
Management Engineering

EXHIBIT A

DESCRIPTION: AS PREPARED BY BASKERVILLE-DONOVAN INC

TRACT "A"

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 19 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 4 A DISTANCE OF 110.48 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY ALTERNATE 90 (200 FOOT RIGHT OF WAY); THENCE PROCEED SOUTH 87 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1326.07 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 02 DEGREES 22 MINUTES 32 SECONDS EAST A DISTANCE OF 1400.04 FEET; THENCE PROCEED SOUTH 87 DEGREES 11 MINUTES 00 SECONDS EAST A DISTANCE OF 992.56 FEET; THENCE PROCEED SOUTH 32 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 250.14 FEET; THENCE PROCEED SOUTH 15 DEGREES 28 MINUTES 10 SECONDS WEST A DISTANCE OF 77.30 FEET; THENCE PROCEED SOUTH 54 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 495.02 FEET; THENCE PROCEED SOUTH 02 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 97.54 FEET; THENCE PROCEED SOUTH 68 DEGREES 30 MINUTES 54 SECONDS WEST A DISTANCE OF 281.04 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 72 DEGREES 58 MINUTES 22 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 00 MINUTES 05 SECONDS WEST, 104.66 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.08 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 51 DEGREES 29 MINUTES 16 SECONDS WEST A DISTANCE OF 79.58 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 07 DEGREES 33 MINUTES 47 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES 43 MINUTES 51 SECONDS WEST, 62.65 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 62.70 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 30 DEGREES 56 MINUTES 57 SECONDS WEST A DISTANCE OF 71.19 FEET; THENCE PROCEED SOUTH 59 DEGREES 03 MINUTES 03 SECONDS WEST A DISTANCE OF 228.06 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 88 DEGREES 27 MINUTES 59 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 49 MINUTES 03 SECONDS WEST, 259.50 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 287.19 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 29 DEGREES 24 MINUTES 57 SECONDS EAST A DISTANCE OF 106.88 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 32 DEGREES 13 MINUTES 57 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 17 MINUTES 58 SECONDS EAST, 63.29 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 64.13 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 02 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 24.22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY ALTERNATE 90 (200 FOOT RIGHT OF WAY); THENCE PROCEED NORTH 87 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 134.15 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PART OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 18.69 ACRES, MORE OR LESS.

EXHIBIT B

DESCRIPTION: AS PREPARED BY BASKERVILLE-DONOVAN INC

TRACT "B"

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 19 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 4 A DISTANCE OF 110.48 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY ALTERNATE 90 (200 FOOT RIGHT OF WAY); THENCE PROCEED SOUTH 87 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1532.22 TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 02 DEGREES 49 MINUTES 00 SECONDS EAST A DISTANCE OF 24.22 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY; SAID CURVE HAVING A RADIUS OF 186.00 FEET A CENTRAL ANGLE OF 32 DEGREES 13 MINUTES 57 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 13 DEGREES 17 MINUTES 58 SECONDS WEST 103.26 FEET, THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.64 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 29 DEGREES 24 MINUTES 57 SECONDS WEST A DISTANCE OF 106.88 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY; SAID CURVE HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 88 DEGREES 28 MINUTES 00 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 14 DEGREES 49 MINUTES 03 SECONDS EAST, 159.05 FEET, THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 176.02 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 59 DEGREES 03 MINUTES 03 SECONDS EAST A DISTANCE OF 153.67 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY; SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87 DEGREES 18 MINUTES 38 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 17 MINUTES 39 SECONDS EAST, 34.52 FEET, THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.10 FEET; THENCE PROCEED NORTH 56 DEGREES 21 MINUTES 40 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 52 MINUTES 24 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 04 MINUTES 32 SECONDS EAST, 40.39 FEET, THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.40 FEET; THENCE DEPARTING SAID CURVE PROCEED NORTH 51 DEGREES 29 MINUTES 16 SECONDS EAST A DISTANCE OF 79.58 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY; SAID CURVE HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 72 DEGREES 58 MINUTES 22 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 00 MINUTES 05 SECONDS EAST, 104.66 FEET, THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.08 FEET; THENCE PROCEED NORTH 68 DEGREES 30 MINUTES 54 SECONDS EAST A DISTANCE OF 281.04 FEET; THENCE PROCEED SOUTH 02 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 38.89 FEET; THENCE PROCEED SOUTH 55 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 231.44 FEET; THENCE PROCEED SOUTH 02 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 555.97 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY ALTERNATE 90; THENCE PROCEED NORTH 87 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 708.87 FEET TO THE POINT OF BEGINNING
LYING IN AND BEING A PART OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 9.85 ACRES, MORE OR LESS.

JANET LANDER
County Attorney
Board Certified City, County, and Local Government Law

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

CHARLES V. PEPPLER
Chief Litigation Attorney
Board Certified Civil Trial Attorney

MICHAEL C. GODWIN
Assistant County Attorney
Board Certified City, County, and Local Government Law

STEPHEN G. WEST
Assistant County Attorney

RYAN ROSS
Assistant County Attorney

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

14 WEST GOVERNMENT STREET, ROOM 411
PENSACOLA, FLORIDA 32502

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

DEPARTMENT: County Attorney's Office

THROUGH: Janet Lander, County Attorney

FROM: Stephen G. West, Assistant County Attorney

DATE: November 2, 2004

ISSUE: Sale of Lots 1 through 8, Tract S, to Navy Federal Credit Union in Heritage Oaks Commerce Park

RECOMMENDATION:

That the Board take the following action:

A. Rescind the action taken by the Board at its meeting on July 22, 2004, awarding the sale of parcels (Lots) 1 through 8 and Tract S in Heritage Oaks Commerce Park to Navy Federal Credit Union (NFCU) for a purchase price of $425,000;

B. Award the sale of Lots 1 through 8 in Heritage Oaks Commerce Park to NFCU in accordance with the terms of the Request-For-Proposal (RFP) for a purchase price of $400,000 (which was the last offer extended by NFCU before the negotiations between the County staff and NFCU exceeded the scope of the RFP);

C. Direct the County Attorney's Office to prepare and authorize the Chairman to sign the necessary legal documents to complete the sale of Lots 1 through 8;

D. Direct the Engineering Department to proceed with the vacation of Tract S in Heritage Oaks Commerce Park in accordance with the procedures contained in Section III, Policy A.1 of the Escambia County Board of Commissioners Policy Manual;

E. Schedule a public hearing for December 9, 2004 at 5:34 p.m. to hear the petition to vacate Tract S in Heritage Oaks Commerce Park;

F. Direct the Purchasing Department to re-advertise the sale of Tract S in Heritage Oaks Commerce Park under the same general criteria used in the RFP for Lots 1 through 8 and subject to a restrictive covenant to be recorded by the County that limits the use of Tract S to stormwater management and wetlands preservation; and

G. Direct the Neighborhood and Environmental Services Department to record (prior to any sale of Tract S) a restrictive covenant that limits the use of Tract S to stormwater management and wetlands preservation.

BACKGROUND:

In response to the County's RFP, NFCU offered to purchase Lots 1 through 8 in Heritage Oaks Commerce Park for $400,000. The County staff and NFCU subsequently negotiated a larger purchase price of $425,000 in consideration for Tract S being conveyed along with Lots 1 through 8. Unfortunately, because Tract S was not offered in the RFP, proceeding with the sale would violate the requirement that the County offer its property for sale through competitive bid/proposal. In short, there was no competitive proposal on Tract S because it was not advertised for sale and no other party responding to the RFP knew that it could purchase Tract S. The recommendation submitted to the Board on July 22, 2004, did not indicate that the sale approved by the Board exceeded the scope of the RFP.

Navy Federal has agreed to proceed with the purchase of Lots 1 though 8 for its initial offer of $400,000. However, it has expressed an interest in purchasing Tract S for use as a nature park and conservation area. In order to convey Tract S, three additional issues must be addressed:

Issue #1 - Competitive Bid/Proposal

As noted above, the County must offer its property for sale through competitive bid/proposal. Because there were no competitive proposals submitted for Tract S, it should be advertised and offered for sale in a new RFP.

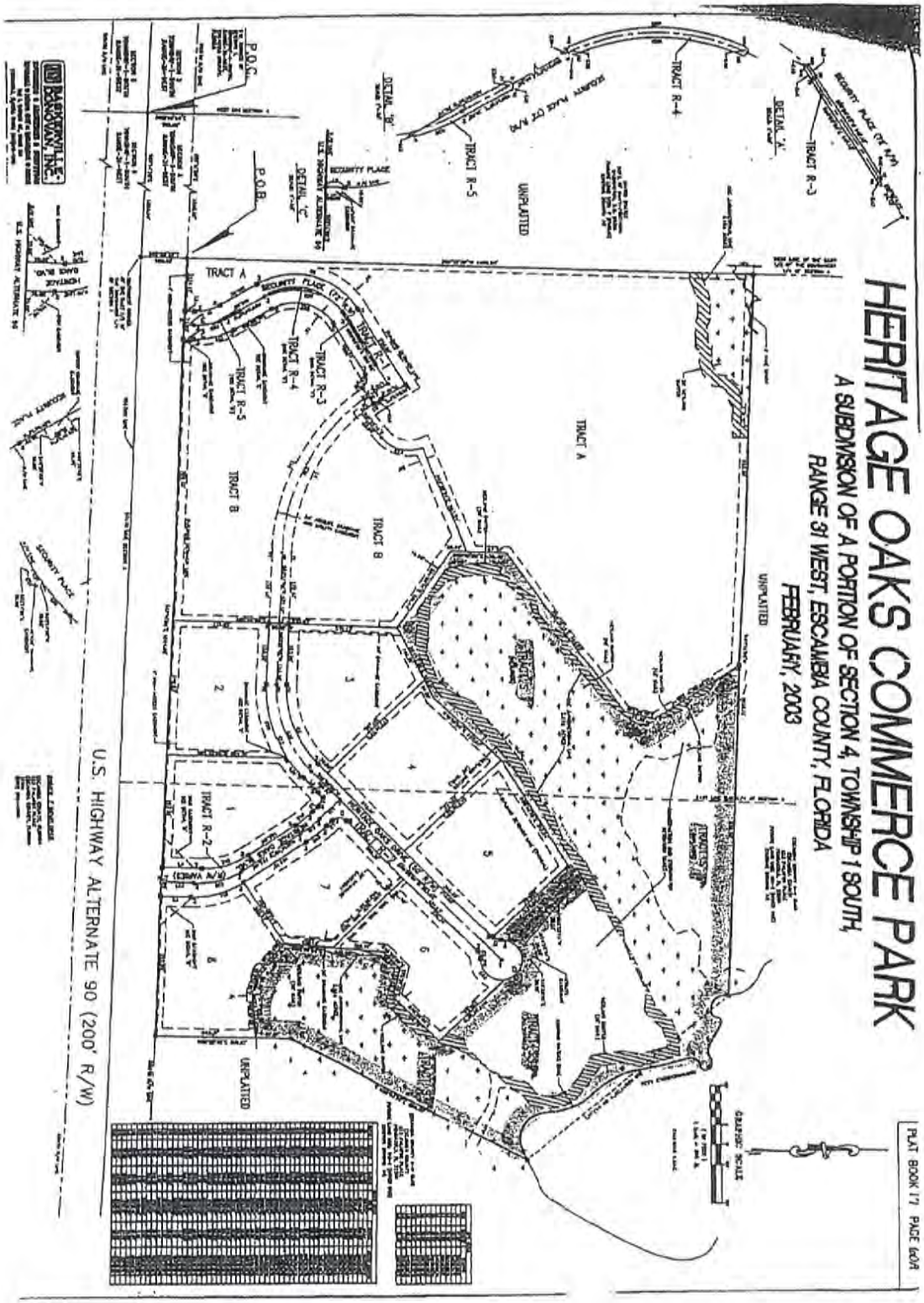
Issue #2 - Dedication/Vacation

Tract S was dedicated to the public when the plat of Heritage Oaks Commerce Park was recorded. However, property that has been dedicated to the public cannot be conveyed unless the dedicated character is removed from the property. In order to remove the dedicated character from Tract S, the County will need to comply with the vacation procedures in Section III, Policy A.1., Escambia County Board of Commissioners Policy Manual.

Issue #3 - Stormwater Management & Wetlands Preservation

The plat of Heritage Oaks Commerce Park contains a restriction stating that Tract S shall be used for stormwater management and wetlands preservation in perpetuity. This restriction is sufficient as long as the County owns Tract S. However, it is not sufficient if Tract S were conveyed to a private owner because the plat does not identify the person(s) or parcel(s) that are intended to benefit from the restriction, the person(s) who can enforce the restriction or the means by which it can be enforced, or (importantly) the person(s) who can release the restriction in the event that the County no longer owns the property. As such, the County staff should record a more explicit restrictive covenant if it wishes to ensure that Tract S is used exclusively for wetlands preservation and stormwater management after it conveys Tract S to a private owner.

JL:SGW/el


HERITAGE OAKS COMMERCE PARK
A SUBDIVISION OF A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH,
RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
FEBRUARY, 2003
PLAT BOOK 17 PAGE 60A
TRACT A
TRACT B
TRACT R-1
TRACT R-2
TRACT R-3
TRACT R-4
TRACT R-5
UNPLATTED
SECURITY PLACE
P.O.B.
P.O.C.
DETAIL "A"
DETAIL "B"
DETAIL "C"
U.S. HIGHWAY ALTERNATE 90 (200' R/W)
BARRYVILLE BONOWAN, INC.

ESCAMBIA COUNTY

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk to the Board

FROM: Stephen G. West, Assistant County Attorney

DATE: December 8, 2004

RE: Sale of Lots 1-8, Heritage Oaks Commerce Park to Navy Federal Credit Union - BCC November 4, 2004

Attached you will find the following documents related to the closing on the County's sale of property at Heritage Oaks Commerce Park to Navy Federal Credit Union. The sale was approved at the November 4, 2004 BCC meeting.

1. Copy of recorded Deed.
2. Copy of Seller's Affidavit (signed by George Touart).
3. Original Settlement Statement.
4. Original Agreement for Sale and Purchase.
5. Original Certificate of Seller.
6. Copy of November 4, 2004 BCC Resume page.

If you have any questions or require additional information, please do not hesitate to call me.

SGW/el
Attachments
cc: Shirley Gafford, Executive Assistant
Carolyn Milcarek, Accounts Payable
John Hartman, Director, Facilities Management
Joe Pillitary, Purchasing Manager

2004 DEC -8 PM 12:50
COUNTY COMMISSIONERS

OR BK 5532 PG0867
Escambia County, Florida
INSTRUMENT 2004-306979

DEED DOC STAMPS PD @ ESC CO $2800.00
12/01/04 ERNIE LEE MAGAHA, CLERK

This Document Was Prepared by:
Stephen G. West, Assistant County Attorney
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 1st day of December 2004, by Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantor), and Navy Federal Credit Union, whose address is 820 Follin Lane, Vienna, Virginia 22180 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, bargain and sell to Grantee, Grantee's successors and assigns forever, the following described land in Escambia County, Florida:

> Lots 1, 2, 3, 4, 5, 6, 7 and 8 as shown on the plat of Heritage Oaks Commerce Park, recorded in Plat Book 17 at page 60 and 60A in the public records of Escambia County, Florida.
>
> Parcel Identification Numbers: 04-1S-31-1200-000-001, 04-1S-31-1200-000-002, 04-1S-31-1200-000-003, 04-1S-31-1200-000-004, 04-1S-31-1200-000-005, 04-1S-31-1200-000-006, 04-1S-31-1200-000-007, and 04-1S-31-1200-000-008.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities; conditions, easements, and restrictions of record, including the Declaration of Covenants, Conditions, and Restrictions of Heritage Oaks Commerce Park, recorded in Official Record Book 5092, page 809 of the public records of Escambia County, Florida, as may be amended; and restrictions and easements recorded on the plat of Heritage Oaks Commerce Park, recorded in Plat Book 17, pages 60 & 60A of the public records of Escambia County, Florida.

GRANTOR RESERVES, an undivided ¾ interest in, and title in and to an undivided ¾ interest 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.

OR BK 5532 PG0868
Escambia County, Florida
INSTRUMENT 2004-306979

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

J. W. Dickson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

(SEAL)

BCC Approved: November 4, 2004

Date Executed
November 29, 2004

RCD Dec 01, 2004 02:53 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-306979

SELLER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared George Touart, who first being duly sworn, deposes and states that:

1. He is the County Administrator for Escambia County, Florida (County), a political subdivision of the State of Florida.

2. In his capacity as County Administrator, he is knowledgeable of the operations of the County.

3. The County is the owner of the following real property:

> Lots 1, 2, 3, 4, 5, 6, 7 and 8 as shown on the plat of Heritage Oaks Commerce Park, recorded in Plat Book 17 at page 60 and 60A in the public records of Escambia County, Florida.
>
> Parcel Identification Numbers: 04-1S-31-1200-000-001, 04-1S-31-1200-000-002, 04-1S-31-1200-000-003, 04-1S-31-1200-000-004, 04-1S-31-1200-000-005, 04-1S-31-1200-000-006, 04-1S-31-1200-000-007, and 04-1S-31-1200-000-008 (the "Property").

4. Pursuant to Section 196.199, Florida Statutes, property owned by the County is exempt from ad valorem taxation.

5. Pursuant to Section 713.01, Florida Statutes, the County is not an "Owner" of "Real Property" which may be subject to construction, mechanic's, materialman's or laborer's liens.

6. There are no violations of County Ordinances pertaining to the Property.

7. No judgment or decree has been entered in any court of this State or the United States against the County, which remains unsatisfied, nor does the affiant have any knowledge of a filing or a contemplated filing of any bankruptcy proceeding by the County.

8. The County's ownership and possession of the Property has been peaceful and undisturbed, and there is no person in possession of the Property except the County.

9. There are no matters pending against the County that could give rise to a lien that would attach to the Property between the date of execution of this Affidavit and the recording of documents conveying the County's interest in the Property to Navy Federal Credit Union.

10. The County has not executed any instruments or taken any actions that would create an interest in the Property adverse to the interest being conveyed to Navy Federal Credit Union, and

the County will not execute any such instruments or take any such actions prior to the recording of the instrument conveying the County's interest to Navy Federal Credit Union.

11. To the best of Affiant's knowledge, there are no present violations on the Property of any enforceable covenants, conditions, or restrictions, and no one has claimed the same to be the case through the providing of notice thereof to the County.

12. This Affidavit is made for the purpose of inducing Navy Federal Credit Union to purchase the Property, and the purchaser is relying on the representations contained in this Affidavit.

13. The Affiant is familiar with the nature of this Affidavit and with the penalties provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the facts of this Affidavit, and he understands its content.

14. Nothing in this Affidavit shall be construed as a warranty of title to the property or representation of any state of facts concerning title to the property that would violate the provisions of § 125.411, Fla. Stat.

George Touart, County Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of ~~August~~ November, 2004, by George Touart as County Administrator. He is ☑ personally known to me, ☐ produced current _____ as identification.

Signature of Notary Public
CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2007
Comm. No. DD 224829
Printed Name of Notary Public

(Notary Seal)

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2007021763 03/06/2007 at 03:59 PM
OFF REC BK: 6099 PG: 1934 - 1934 Doc Type: D1
RECORDING: $10.00
Deed Stamps $280.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 6th day of March, 2007, by 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 (Grantor), and Navy Federal Credit Union, whose address is 9071 Security Place, Pensacola, Florida 32526 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of forty thousand dollars ($40,000), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

Tract S, Heritage Oaks Commerce Park, as recorded in Plat Book 17, page 60 and 60A of the public records of Escambia County, Florida (Property).

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2007 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided ¾ interest in, and title in and to an undivided ¾ interest 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 the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

(SEAL)

Kevin W. White, Chairman

Date Executed

March 2, 2007

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

11. 5:31 p.m. Public Hearing

Motion made by Commissioner Whitehead, seconded by Commissioner Young, and carried unanimously, adopting 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.

Speaker(s) – None.

12. 5:32 p.m. Public Hearing

Motion made by Commissioner Whitehead, seconded by Commissioner Robinson, and carried unanimously, taking the following action regarding Heritage Oaks Commerce Park (HOCP), Plat Book 17, Pages 60 and 60A, of the public records of Escambia County, as requested by Navy Federal Credit Union (Funding Source: Fund 175, "Transportation Trust Fund"):

A. Approving the Vacation of those property interests referenced in Exhibit A to the Petition;

B. Approving the First Amendment to the Covenants, Conditions, and Restrictions of Heritage Oaks Commerce Park;

C. Accepting the Hold/Harmless Agreement;

D. Adopting the Resolution to Vacate;

E. Declaring as surplus property Tract "S," Account 09-0247-410, Reference Number 04-1S-31-1200-000-110;

F. Directing staff to publish a legal notice in the Pensacola News Journal for two weeks advertising that the County will be accepting sealed bids for the sale of Tract S, subject to conservation easement or restrictive covenant to be approved by the County Attorney and County Engineer that establishes an adequate buffer for the benefit of property located outside of HOCP;

(Continued on Page 9)

Recorded in Public Records 01/19/2007 at 02:27 PM OR Book 6071 Page 1289, Instrument #2007005937, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

2006-001624 BCC
Dec. 07, 2006 Page 60

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

FIRST AMENDMENT TO COVENANTS, CONDITIONS, AND RESTRICTIONS OF HERITAGE OAKS COMMERCE PARK

Escambia County, a political subdivision of the State of Florida, as the declarant of that certain Declaration of Covenants, Conditions, and Restrictions of Heritage Oaks Commerce Park (Declaration), recorded in official record book 5092 at page 809 of the public records of Escambia County, joined by Navy Federal Credit Union, hereby amends the Declaration and relinquishes the County's right and obligation to enforce the provisions of the Declaration, including any requirement imposed on Navy Federal Credit Union to improve or restore the property in accordance with the Declaration, as more particularly described in that certain Notice of Approval and Confirmation of Plans recorded in official record book 5103 at page 193 of the public records of Escambia County. Nothing herein shall be construed to impair, alter, or diminish the County's authority to regulate the use of the property through its ordinances, land use regulations, or as otherwise provided by law.

Executed this 7th day of December, 2006.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

xxDxxxxMikexWhitehead,xChairmanxxx
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

SEAL BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date Nov. 16, 2006

Date: 12/14/2006 Verified By: Harris

2006-001624 BCC
Dec. 07, 2006 Page 61

JOINDER AND CONSENT

Navy Federal Credit Union, as owner of Tract A, Tract B, and Lots 1, 2, 3, 4, 5, 6, 7, and 8, as shown on the plat of Heritage Oaks Commerce Park, plat book 17 at pages 60 and 60A of the public records of Escambia County, hereby joins and consents to the amendment of the Declaration.

Navy Federal Credit Union

Witness
Print Name JAMIE McDONALD

Witness
Print Name Juliann M. Baden

By:
Preben Ebbesen, Senior Vice-President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of January, 2007, by Preben Ebbesen as Senior Vice President of Navy Federal Credit Union, a foreign corporation on behalf of the corporation. He (X) is personally known to me, or ( ) has produced current _____ as identification.

ALETHIA E. DAVIS
MY COMMISSION # DD 482048
EXPIRES: September 6, 2009
Bonded Thru Notary Public Underwriters

Signature of Notary Public

Alethia E. Davis
Printed Name of Notary Public

(Notary Seal)

Comprehensive Plan Amendment
Staff Analysis

General Data

Project Name: CPA 2013- NFCU Urban Service Area

Location: 4810 West Nine Mile Road

Parcel #s: 04-1S-31-1101-000-000, 04-1S-31-1200-000-001
04-1S-31-1200-000-002, 04-1S-31-1200-000-003
04-1S-31-1200-000-004, 04-1S-31-1200-000-005
04-1S-31-1200-000-006, 04-1S-31-1200-000-007
04-1S-31-1200-000-008, 04-1S-31-1200-000-090
04-1S-31-1200-000-100, 04-1S-31-1200-000-110
04-1S-31-1200-001-090

Acreage: 317.85 (+/-) acres

Request: Urban Service Area/Boundary

Agent: Jessie Rigby, Attorney and David M. Haight, Senior Project Manager, Agents for Deborah H. Calder, Senior Vice-President, Navy Federal Credit Union

Meeting Dates: Planning Board 7/1/2013
BCC 8/8/2013

<u>Summary of Proposed Amendment:</u>

The agent requests a future land use (FLU) text and supporting map amendment to adopt the Urban Service Area (USA) designation for parcels totaling 317.85 (+/-) acres, under single ownership. The Future Land Use is Mixed-Use Urban; the zoning designation for the referenced parcels is currently ID-CP.

Florida Statute 163.3164 Community Planning Act; definitions (50) “Urban service area” means areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the capital improvements element. The term includes any areas identified in the comprehensive plan as urban service areas, regardless of local government limitation.

The subject parcels are located north of Nine Mile road, west and within short range of Interstate Highway 10 access; the properties are adjacent to existing agricultural, commercial parcels and neighboring a United States Navy Outlying Field, used as an aviation training site.

The applicant has indicated that the intent of the proposed request is to expand the use and phased site improvements in support of the Navy Federal Credit Union, Pensacola Campus potential future growth.

Land Use Impacts:

Under Comprehensive Plan FLU Policy 1.3.1 the current Mixed-Use Urban provides for a residential minimum density of 3.5 du/acre and a maximum of 25 du/acre. For non-residential uses it allows for a minimum intensity of 0.25 Floor Area Ration (FAR) and a maximum Intensity of 2.0 Floor Area Ratio (FAR)

Staff Analysis: As the proposed Urban Service Area request from the applicant reflect a specific development for office space and supporting facilities within the entirety of the parcels, the residential density requirements would not apply; however, the maximum densities for any future new development under the Mixed-Use Urban designation will remain as 25 dwelling units per acre and a non-residential maximum intensity of 2.0 floor area ratio (FAR).
In view of the fact that this proposal includes separate development phases, it is staff's opinion that each project phase shall be reviewed separately through the county's established Site Plan Review process, prior to issuance of construction permits, for overall concurrency and potential land use impacts.

FLU 4.1.2 Airfield Influence Planning Districts.
Escambia County shall provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners, and protecting the health, safety and welfare of citizens living in close proximity to military airfields. The overlay districts shall require density and land use limitations, avigation easements, building sound attenuation, real estate disclosures, and Navy (including other military branches where appropriate) review of proposed development based on proximity to Clear Zones, Accident Potential Zones (APZs), aircraft noise contours, and other characteristics of the respective airfields. The districts and the recommended conditions for each are as follows:

A. *Airfield Influence Planning District--1 (AIPD-1):* Includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield.
1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
3. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
5. Required disclosure for real estate transfers.

B. *Airfield Influence Planning District--2 (AIPD-2):* Includes land that is outside of the AIPD -1 but close enough to the airfield that it may affect, or be affected by, airfield operations.
1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
2. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and

3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
4. Required disclosure for real estate transfers; and
5. No County support of property rezonings that result in increased residential densities in excess of JLUS recommendations. The three installations in Escambia County - Naval Air Station Pensacola (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently. Therefore, the size and designations of the AIPD Overlays vary according to the mission of that particular installation. The Escambia County Land Development Code details and implements the recommendations.

FLU 4.1.7 Military Representation. Pursuant to Section 163.3175, Florida Statutes, a representative of the military installations located within Escambia County shall be placed on the Planning Board as an ex officio, nonvoting member. The selection of the representative will initially be by a Memorandum of Agreement between the Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field. The Interlocal Agreement with the Navy details the procedures and responsibilities of both parties.

Staff Analysis: Portions of the proposed USA are located within the designated Airfield Influence Planning Districts (AIPD) 1 and 2 boundaries. Some sections of the project are also within the Air Installations Compatible Use Zones (AICUZ) for the Navy Outlying Field (NOLF) 8. Continuous coordination and communication between the applicants, the Navy's representative and the county staff shall occur at every proposed phase. All future improvements shall be designed and constructed to minimize the impact on the existing AIPDs and the AICUZ. Further review, during the Site Plan Review process, and in-depth analysis by the United States Navy liaison will assess the compatibility of every proposal against the existing standards. The goal is to minimize any potential impacts and to protect the United States Navy's mission.

SUMMARY: Mechanisms contained within the Escambia County Comprehensive Plan require the Navy's review and comment of all proposed projects. The United States Navy's Liaison to the County is already part of the development process within the County, seating as a member of the Local Planning Board, reviewing and commenting on all development within the Airfield Influence Planning Districts that may impact air operations. The Navy Federal Credit Union's design, programs and policies shall support the mission of adjacent military facilities.

Infrastructure Analysis:

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

FLU 2.1.1 Infrastructure Capacities
Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System
Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards
Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.
The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

Potable Water

As indicated by the agent's analysis the Emerald Coast Utility Authority, potable water service exists in the area of the amendment. ECUA currently provides potable water service to the adjacent parcel via an 8" PVC water main with connection to a 16" water main on Nine Mile Road. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate future site and system improvements and potential update requirements.

Staff Analysis: The applicant has begun coordination with and received a letter from the Emerald Coast Utilities Authority (ECUA), included with the USA application, which states that water and sewer capacity is currently available. Their analysis indicates that proposed project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service, as defined in the Escambia County Comprehensive Plan. Once each phase is submitted and in coordination with ECUA, all of the LOS will be evaluated during the Site Plan Review process.

Sanitary Sewer

The applicant stated in their analysis that ECUA currently provides sanitary sewer service to the site. The current system is owned and maintained by ECUA includes an 8" PVC gravity main, a pump station and a 4" force main. The proposed project will connect to the existing system. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

Staff Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 states that the LOS requirements for non-residential uses shall be based upon an equivalent residential connection calculated by the provider, and on the

size of the non-residential water meter. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the Site Plan Review process.

Solid Waste Disposal

The agent stated that the proposed project will use dumpsters through the construction phase to dispose of waste. The solid waste will be disposed at the Perdido Landfill through commercial vendors. NFCU will provide recycle bins for operations after construction in an effort to meet LEED requirements and minimize the quantity of solid waste generated.

Staff Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. Solid waste from the parcel will be disposed at the Perdido Landfill. The current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years. The applicant has obtained thru coordination with Waste Management, a letter that states the capacity to service the solid waste and recycling needs for all three phases of this expansion project. Once each phase of the project is submitted, the applicable LOS will be evaluated during the Site Plan Review process.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:
a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.
b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.
c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

Analysis from the applicant states that stormwater runoff from the site primarily sheet flows to lower elevation wetland areas. The developed portions of the site have limited storm water conveyance systems with one 24" pipe that discharges the existing 4 H Camp Lake. The future site improvements include stormwater collections systems with pipes and inlets that discharge to wet detention ponds. The ponds will be designed as an amenity to the site with some capacity for irrigation demand. The stormwater management systems will be designed to accommodate all storms up to and including the 25-year, 24-hour event with post development discharges limited to the pre-development rates. The project design will be in accordance with the Escambia County Land Development Code (LDC) and requirements the State of Florida as

specified in rule 62-346, F AC. Stormwater management will be permitted through the Environmental Resource Permit (ERP) process concurrently with the limited wetland impacts. A Conceptual Stormwater Master Plan will be submitted for approval with construction plans for the first phase of development.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County storm water engineer will evaluate every phase the proposed project, to ensure all of the storm water management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the Site Plan Review process.

Traffic Concurrency

Under Comp Plan CMS 1.1.2 ***Primary Tasks.*** *The County Administrator, or designee, shall be responsible for the five primary tasks described below:*
a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
b. Determining concurrency of proposed development that does not require BCC approval;
c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and
e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

The applicant has submitted the following table addressing proposed phased transportation improvements within the USA:

Table 4. Proposed Transportation Capital Improvements Required to Mitigate Impacts for all Phases

Phase	***Development Proposed***	***Start Date***	***Occupancy Date/ Trigger Date***	***Potential Onsite Improvement Needed or Potential Offsite Mitigation Triggered***
Preliminary	Driveway Improvements to Serve Existing NFCU Campus	2013	Finish 2014	- Convert SB to WB lane to add SB to EB left turn lane movement (striping/arrow only);- - Add second EB receiving lane to south side of Nine Mile Road; - Modify signal to accommodate turning movements

1	Building B5	2013	2014	**Onsite:** - Construct Navy Federal Way and additional driveway to the west to serve Phase 1 parking lots **Offsite:** - Construct additional right turn lanes on Nine Mile Road to Navy Federal Way and west driveway entrance - Add signal at Navy Federal Way
	Building B6	2014	2015	
	Parking Deck D2	2015	2015	
	Central Energy Plant	2014	2015	
	Recreation Facilities	2013	2015	
2	Building B7	2016	2019	**Onsite:** -Construct extension to Navy Federal Way to Buildings B7 and B8 and entrance to Parking Deck D3; -Construct North connecting service road from B7-B10 complex to connect to the recreation complex and existing NFCU campus **Offsite:** To be determined: -Future development near the NFCU-USA, in addition to future development onsite, may trigger the need for improvements to Nine Mile Road and at intersections with Nine Mile Road at intersecting streets, and at 1-10.
	Building B8	2016	2019	
	Parking Deck D3	2018	2018	
	Warehouse	2015	2015	
3	Building B9	2019	2021	**Offsite:** To be determined: -Future development near the NFCU-USA, in addition to future development onsite, may trigger the need for improvements to Nine Mile Road and at intersections with Nine Mile Road at intersecting streets,

				and at 1-10.
	Building B10	2019	2021	
	Parking Deck D4	2021	2021	

Staff Analysis: Access to the site is currently from Nine Mile Road. As this is a phased proposal for the entire parcel, future site improvements will impact roadways and therefore, traffic concurrency in the area. Future connections to Nine Mile Road will require deceleration and turn lanes in accordance with Florida Department of Transportation (FDOT) requirements. Signalization of the primary connection to Nine Mile Road is expected when demand warrants the signalization. The applicant understands that Escambia County will require improvements to the roadway and further traffic analysis will be revisited at that time. Other improvements may be required to improve the Level of Service on Nine Mile Road and other roadways that may be impacted by the development. All roadway improvements will be permitted through FDOT and Escambia County.
Each site plan or preliminary plat submitted within the USA will be reviewed for traffic concurrency according to the Land Development Code, Article 5.

The Master Plan with a schedule of improvements and any mitigation required should be finalized and agreed upon by all parties. A Traffic Impact Analysis Report (TIAR) will need to be conducted to determine if any roadway segments will exceed the adopted level of service (LOS) standard. Access management will be reviewed by Escambia County and the Florida Department of Transportation (FDOT) to separate conflict points and reduce turning movements, as much as possible. All phases of development will provide adequate traffic circulation, parking and access management measures that are necessary to minimize access to impacted State and County road segments.

Mass transit shall be coordinated with Escambia County Area Transit (ECAT) during development of the property to reduce vehicle miles traveled, thereby reducing greenhouse gas emissions and peak hour demand on state and county roadways.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

Recreation and Open Space

Escambia County Comprehensive Plan, Section 3.04, Definitions.
Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource

protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

REC1.3.2 ***Open Space Requirements.*** *Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.*

The future improvements include managed development of upland areas and limited impacts to wetlands at roadway crossings. Upland buffers will be provided adjacent to wetland areas. The majority of the site will remain undisturbed as open space. These open space areas will include recreational amenities such as nature trails and parks.

Staff Analysis: The applicant shall consider at all phases of development to preserve and protect areas maintained and retained for active or passive recreation. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process; the proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

Schools

OBJ PSF 2.1 Level of Service Standards
The narrative from the applicant states that the requested future land use amendment would limit the property to commercial development and prohibit residential growth on the site. Therefore, the proposed amendment will not adversely impact school related levels of service.

Staff Analysis: A representative from the Escambia County School District is appointed as a member of the Local Planning agency. The School District does review and comment on all development proposals that could have an impact on the projected school capacities and LOS standards. Based on the applicant's narrative, it appears that the nature of the proposal would not have an impact on the LOS provided by the Escambia County School District.

SUMMARY: Staff concludes that the proposed development could satisfy all of the requirements listed within the infrastructure analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Impact on Wellheads, Historically Significant Sites and the Natural Environment: Wellheads:

CON 1.4.1 ***Wellhead Protection.*** *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address*

incompatible land uses, including prohibited activities and materials, within those areas.

The site is approximately 7,500 feet west from the nearest wellhead as illustrated in Map Direct provided by Florida Department of Environmental Protection. The wellhead is owned by ECUA and is located near the intersection of Nine Mile Road and Gulledge Lane. The Source Water Assessment and Protection Program indicate a 1,000 foot radius buffer surrounding the well. The site is located beyond the 1000 foot radius and the future development poses no impact to the well.

Staff Analysis: Further evaluation by Escambia County Environmental Division will be required to ensure standards for wellhead protection areas will be maintained. Other State agencies will be consulted on any environmental issues that may need to be addressed for each phase, once the project is submitted. All of the LOS will be evaluated during the Site Plan Review process.

Historically Significant Sites

FLU 1.2.1 ***State Assistance.*** *Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource*.

Staff Analysis: Review of findings from a document submitted by the applicant for the proposed site entitled: Report on Historical/Cultural Survey of the USA-NFCU Parcels, Performed by Benjamin Aubuchon and L. Janice Campbell, of Prentice Thomas and Associates, accompanied by a Clearance letter, dated May 13, 2013, from Robert F. Bendus, Director, Division of Historical Resources State Preservation Officer (SHPO), found that the cultural resources identified during the survey have been evaluated as ineligible for listing on the National Register of Historic Places.

Wetlands

CON 1.1.2 ***Wetland and Habitat Indicators.*** *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

Wetland areas throughout the property have been located and identified and can be found on the Boundary Survey. A natural resources survey and study has been performed on the USANFCU parcels by 4D Environmental. During the study representatives of NFCU and 4D Environmental met with regulatory representatives of the Florida Department of Environmental Protection and the US Army Corps of Engineers to discuss and verify wetland and other environmental features on the site. Representatives of each entity have additionally met to discuss wetland and vegetation protection, storm water management methods, and application procedures. An FDEP/WMD Environmental Resource Permit application has been submitted to

address the construction and operation of stormwater management facilities on the site. Wetland impacts have been identified and are being addressed in a unified plan on the site.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies permits are obtained. The County will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. The applicant should take into consideration that protection of the wetlands and the preservation of open spaces, using unique design practices, will aid in the fulfillment of other provisions of the Comprehensive Plan, such as: surface water drainage, buffering, passive outdoor recreation, education and scientific study opportunities. Once each phase of the project is formally submitted, further review will occur during the Site Plan Review process.

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the USA subject parcels. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

1. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; furthermore the proposed amendment would allow for the consolidation of the subject properties with the Mixed-Urban designation, under the USA boundary. The proposed USA designation will direct economic growth and the associated land development to an area that will complement the existing corporate headquarter facilities in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

2. *Promotes the efficient and cost-effective provision or extension of public infrastructure and services*.

The proposed amendment promotes the principles of compact, contiguous settlement patterns and it is in close proximity to the extensive infrastructure that is accessed by other similar industrial uses within the area. The proposed designation of the USA promotes the principle of clustered commercial uses, serving community and regional markets and is aimed at reducing the capital and operating costs of providing public infrastructure and services such as roads, utility lines and garbage collection. The USA designation increases the efficiency of activities that involve *distribution* (products delivered to a destination) or *interaction* (people and materials brought together). As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

3. Promotes conservation of water and energy.

The proposed amendment will ensure that the addition to existing development is conducted in an efficient manner. The single ownership USA designation will include the construction of LEEDs certified facilities, while at the same time providing open space areas to include recreational amenities such as nature trails and open spaces. Specifically, the proximity of the subject property to existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy.

4. *Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

In the same manner as the nearby Sector Plan, this amendment would support economic development. The creation of the USA will localize economic growth to an area that will incorporate existing corporate headquarters facilities in the vicinity, thus promoting a comprehensive mix of uses that will lead to a symbiotic relationship between the existing facilities and proposed future non-residential development. This increase of non-residential uses will lead to additional job growth in the area, as the existing corporate infrastructure is utilized to leverage growth of both new and existing business.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

SUMMARY: The proposed request for an Urban Service Area designation, to include the identification of an Urban Service Area Boundary, provides for logical expansion and development while maintaining environmental quality and keeping the expenditures for public services and facilities at a reasonable level. Each phase of proposed development shall be evaluated and permitted individually, to ensure that all applicable Levels of Service and concurrency issues are addressed.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4625 **Growth Management Report** **14. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/08/2013
Issue: 5:50 p.m. - A Public Hearing - LDC Ordinance, Article 7, Marina Siting
From: T. Lloyd Kerr, AICP, Department Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 7, Marina Siting

That the Board of County Commissioners (BCC) adopt an Ordinance to the Land Development Code (LDC) Article 7, Marina Siting.

At the July 1, 2013 Planning Board meeting, the Board recommended approval of the Ordinance to the BCC.

BACKGROUND:

In Escambia County there are many platted subdivisions that dedicate waterfront right-of-way to the public and in many instances the County has not accepted these dedications. Upland property owners often desire to build docks, piers and similar structures on or across the area dedicated to the public. If certain factors are considered, the Board of County Commissioners could allow permits for such structures that would accommodate both the public's interests and the upland property owner's interests.

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 by the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Ordinance Draft

Ordinance Clean Copy

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AMENDING ARTICLE 7, SECTION 7.05.00.C.12; ESTABLISHING A PROCESS TO OBTAIN PERMITS FOR CONSTRUCTION OF DOCKS AND PIERS ON RIGHT-OF-WAY THAT HAS BEEN DEDICATED TO THE PUBLIC, BUT NOT YET OPENED, MAINTAINED, OR OTHERWISE ACCEPTED BY THE COUNTY; PROVIDING FOR FACTORS TO ALLOW THE BOARD OF COUNTY COMMISSIONERS TO APPROVE CERTAIN DOCK PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Escambia County there are many platted subdivisions that dedicate waterfront right-of-way to the public; and

WHEREAS, in many instances the County has not accepted these dedications; and

WHEREAS, upland property owners often desire to build docks, piers and similar structures on or across the area dedicated to the public; and

WHEREAS, if certain factors are considered, the Board of County Commissioners could allow permits for such structures that would accommodate both the public's interests and the upland property owner's interests.

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

SECTION 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, "Performance Standards", Section 7.05.00, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

7.05.00. Marina siting.

Section 7.05.00.C.12.

g. Permits for construction of docks and piers on right-of-way that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County, shall be issued only upon authorization by the Board of County Commissioners.

The Board may authorize issuance of such permits after considering all relevant factors, including, but not limited to, the following:

(1) Whether the applicant has adequately demonstrated that they hold all necessary interest in the dedicated area where the dock or pier will be constructed;

(2) Whether construction of the dock or pier would have an adverse impact on adjacent properties;

(3) Whether the dedicated area is or will be needed for development of a public right-of-way or other infrastructure in the foreseeable future;

(4) Whether the geography and configuration of the property is suited for construction of a dock or pier; and

(5) Whether construction of a dock or pier would have an adverse environmental impact on the shoreline or adjacent water body.

However, neither authorization nor denial of a permit for construction of a dock or pier by the Board shall be construed as a vacation or acceptance of the dedication. This provision may be applied retroactively to allow permitting of existing docks or piers that were never properly permitted.

SECTION 2. SEVERABILITY.

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 3. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or 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 its filing with the Department of State.

DONE AND ENACTED THIS ___ DAY OF _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(Seal)

Enacted:

Filed with Department of State:

Effective:

ORDINANCE NUMBER 2013-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AMENDING ARTICLE 7, SECTION 7.05.00.C.12; ESTABLISHING A PROCESS TO OBTAIN PERMITS FOR CONSTRUCTION OF DOCKS AND PIERS ON RIGHT-OF-WAY THAT HAS BEEN DEDICATED TO THE PUBLIC, BUT NOT YET OPENED, MAINTAINED, OR OTHERWISE ACCEPTED BY THE COUNTY; PROVIDING FOR FACTORS TO ALLOW THE BOARD OF COUNTY COMMISSIONERS TO APPROVE CERTAIN DOCK PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Escambia County there are many platted subdivisions that dedicate waterfront right-of-way to the public; and

WHEREAS, in many instances the County has not accepted these dedications; and

WHEREAS, upland property owners often desire to build docks, piers and similar structures on or across the area dedicated to the public; and

WHEREAS, if certain factors are considered, the Board of County Commissioners could allow permits for such structures that would accommodate both the public's interests and the upland property owner's interests.

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

SECTION 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, "Performance Standards", Section 7.05.00, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

7.05.00. Marina siting.

Section 7.05.00.C.12.

g. Permits for construction of docks and piers on right-of-way that has been dedicated to the public, but not yet opened, maintained, or otherwise accepted by the County, shall be issued only upon authorization by the Board of County Commissioners.

The Board may authorize issuance of such permits after considering all relevant factors, including, but not limited to, the following:

(1) Whether the applicant has adequately demonstrated that they hold all necessary interest in the dedicated area where the dock or pier will be constructed;

(2) Whether construction of the dock or pier would have an adverse impact on adjacent properties;

(3) Whether the dedicated area is or will be needed for development of a public right-of-way or other infrastructure in the foreseeable future;

(4) Whether the geography and configuration of the property is suited for construction of a dock or pier; and

(5) Whether construction of a dock or pier would have an adverse environmental impact on the shoreline or adjacent water body.

However, neither authorization nor denial of a permit for construction of a dock or pier by the Board shall be construed as a vacation or acceptance of the dedication. This provision may be applied retroactively to allow permitting of existing docks or piers that were never properly permitted.

SECTION 2. SEVERABILITY.

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 3. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or 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 its filing with the Department of State.

DONE AND ENACTED THIS ___ DAY OF _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(Seal)

Enacted:

Filed with Department of State:

Effective:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4607 **Growth Management Report** **14. 7.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 08/08/2013
Issue: 5:51 p.m. A Public Hearing - LDC Ordinance Article 6, Chickens as Accessory to Single Family
From: T. Lloyd Kerr, AICP, Department Director
Organization: Development Services

RECOMMENDATION:

5:51 p.m. A Public Hearing Concerning the Review of an Ordinance Amending Article 6 Accessory Uses

That the Board of County Commissioners (BCC) review an Ordinance to the Land Development Code (LDC) Article 6.03.01., to allow chickens as permitted accessory uses for single family residential dwellings.

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

At the July 1, 2013, Planning Board meeting, the board recommended approval; however, a grammatical change has been made to page 2 line 20-21 to reflect the following:

"Notwithstanding any prohibition of farm animals or minimum lot area established for farm animals, the raising of chickens is allowed in all zoning districts ~~except Pensacola Beach and Perdido Key~~ where single-family residential dwellings are permitted primary uses, except those zoning districts specifically designated for Pensacola Beach and Perdido Key, . . . "

BACKGROUND:

Based on significant public input, the Board finds that many Escambia County residents seek to own, possess, and raise live chickens as an accessory non-commercial use to their primary usage of single-family residential dwellings, and that establishing such an accessory use serves a public purpose.

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 Ryan Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

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

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

Attachments

Draft Ordinance

Legal Review

ORDINANCE NUMBER 2013-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.03.01 BY ADDING THE POSSESSION OF LIVE CHICKENS FOR NON-COMMERCIAL PURPOSES AS A PERMITTED ACCESORY USE FOR SINGLE-FAMILY RESIDENTIAL DWELLINGS; ESTABLISHING RESTRICTIONS ON THE POSSESSION OF LIVE CHICKENS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners has authorized certain subordinate activities and land uses as permitted accessory uses in specified zoning districts; and

WHEREAS, based on significant public input, the Board finds that many Escambia County residents seek to own, possess, and raise live chickens as an accessory non-commercial use to their primary usage of single-family residential dwellings, and that establishing such an accessory use therefore serves a public purpose; and

WHEREAS, the Board further finds that imposing certain restrictions on such an accessory use would protect the public health, safety, welfare from any deleterious effects on neighboring properties that may stem from this accessory use.

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

<u>SECTION 1.</u> RECITALS.

The aforementioned recitals are hereby incorporated into this ordinance as the legislative findings of the Escambia County Board of County Commissioners.

<u>SECTION 2.</u> OWNERSHIP OF CHICKENS AS ACCESSORY USE.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, "Home Occupations and Other Accessory Uses", Section 6.03.01, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.03.00. – Home occupations and other accessory uses.

6.03.01. *Accessory uses.* Activities or uses customarily associated with and appropriately incidental and subordinate to the principal use when located on the same lot as such principal use shall be considered an accessory use and shall adhere to the conditions set forth in this section. Such accessory uses shall be controlled in the same manner as the principal use within the district where such uses are located, except as otherwise provided in section 2.10.06. Accessory uses include, but are not limited to, the following:

I. *Possession of Live Chickens (Gallus gallus domesticus) Accessory to Single Family Residential Dwellings.* The ownership, possession, and raising of live chickens (Gallus gallus domesticus) is a permitted accessory use for all single-family residential dwelling primary uses. Notwithstanding any prohibition of farm animals or minimum lot area established for farm animals, the raising of chickens is allowed in all zoning districts where single-family residential dwellings are permitted primary uses, except those zoning districts specifically designated for Pensacola Beach and Perdido Key, provided the following standards must be met:

1. The owner or occupant of a lot that is ¼ acre or less in size may not possess more that eight (8) chickens.
2. Roosters are only permitted if kept no less than one-hundred (100) yards from any inhabited residential dwelling other than the dwelling of the owner thereof or the person keeping the same.
3. Between sunrise and sunset, chickens may roam freely in the fenced rear yard of a single lot. During all other times, chickens must be kept in secure coops, pens or enclosures that prevent access from predators.

4. All pens, coops, or enclosures must be a minimum of 10 feet from rear and side property line of a single lot and 20 feet from any residential dwelling located on an adjacent lot.
5. Chickens may not be kept for commercial purposes unless otherwise allowed by zoning.

SECTION 3. SEVERABILITY.

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

SECTION 4. INCLUSION IN 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 (2011); 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.

INTENTIONALLY LEFT BLANK

DRAFT

<u>SECTION 5.</u> **EFFECTIVE DATE.**

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

DONE AND ENACTED this_____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Chicken Ordinance

Date: 07/02/13

Date requested back by: 07/05/13 for 8/8/ BCC

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by Ryan E. Ross

Date Received: July 2, 2013

XXX Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Please revise the language establishing the exception of the PB and PK zoning districts (as dis

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4636 **Growth Management Report** **14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 08/08/2013
Issue: Schedule of Public Hearings
From: T. Lloyd Kerr, AICP, Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, August 20, 2013:

1. 5:45 p.m. - A Public Hearing - LDC Article 6 - Allowing Chickens as Accessory Uses to Single Family Dwellings (Second of Two Public Hearings); and

2. 5:46 p.m. - A Public Hearing - LDC Article 6 - Allowing Alcohol Sales in R-3PK Zoning (Second of Two Public Hearings); and

B. Thursday, September 5, 2013 - 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Cases heard by the Planning Board on August 5, 2013:

1. Case No.:	**Z-2013-07**
Address:	2755 Fenwick Road
Property Reference No.:	42-1S-30-3001-001-003
Property Size:	2.14 (+/-) acres
From:	R-5, Urban Residential/Limited Office District, (cumulative) high density (20 du/acre)
To:	C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	1
Requested by:	Buddy Page, Agent for Robertson and Brazwell, LLC, Owner

2. Case No.:	**Z-2013-16**
Address:	2640 W. Michigan Avenue

Property Reference No.:	42-1S-30-3004-000-003
Property Size:	2.23 (+/-) acres
From:	C-1, Retail Commercial District (cumulative) (25 du/acre)
To:	C-2NA, General Commercial and Light Manufacturing District (cumulative), Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	1
Requested by:	Thomas Arnett, President for Crystal Beach Homes, Inc., Owner

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4732 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/08/2013
Issue: Extension of the 2013 Ad Valorem Property Tax Roll
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Extension of the 2013 Ad Valorem Property Tax Roll - Amy Lovoy, Management and Budget Services Department Director

That the Board approve extending the 2013 Ad Valorem Property Tax Roll prior to completion of the Value Adjustment Board Hearings, to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

BACKGROUND:

By extending the 2013 Ad Valorem Tax Roll, it allows the Tax Collector the ability to collect Ad Valorem Taxes for the various taxing authorities beginning November 1, 2013. It also allows the taxpayers the ability to pay their property taxes during each of the four discount periods.

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 Tax Roll Extension

Janet Holley, CFC

Escambia County
Tax Collector

Post Office Box 1312
Pensacola, FL 32591

(850) 438-6500
ectc@co.escambia.fl.us

TTY (850) 472-0031
(for the hearing impaired)

Web:
www.escambiataxcollector.com

July 25, 2013

The Hon. Gene M. Valentino, Chair
Escambia County Board of Commissioners
Post Office Box 1591
Pensacola, FL 32591-1591

Dear Gene:

This letter is being submitted as a formal request of the Board of County Commissioners to extend the 2013 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension also will allow the collection of revenue for the various taxing authorities to begin November 1, 2013. Authority for early extension of the tax roll is provided for in F.S. 197.323. Thank you.

Sincerely,

Janet Holley

/cmy

cc: George Touart, Interim County Administrator
Chris Jones, Property Appraiser
Amy Lovoy, Budget Services Bureau Chief
Allison Rogers, County Attorney

"Where service is a matter of pride."

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4725 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 08/08/2013
Issue: Workforce Escarosa Inc. Request for Waiver of Training Expenditure Requirement
From: Marilyn Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Waiver of Training Expenditure Requirement by Workforce Escarosa, Inc. - Marilyn D. Wesley, Community Affairs Department Director

That the Board adopt and authorize the Chairman to sign the Joint Resolution of the Escambia County and Santa Rosa County Boards of Commissioners, supporting the request for a waiver of the 50% training expenditure requirement by Workforce Escarosa, Inc., to be forwarded to Workforce Florida, Inc., thusly allowing for a 40% training services funds expenditure for WIA (Workforce Investment Act) Adult and Dislocated Workers under the recently-amended Florida Workforce Innovation Act.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties.

The recently-signed Regional Workforce Board Accountability Act of 2012 (RWBAA) has amended the Florida Workforce Innovation Act, established in 2000 to implement the mandates of the federal Workforce Investment Act (WIA) of 1998. Specifically added was the requirement that 50% of WIA Adult and Discolated Worker funds be expended on tuition, books, fees, and other such training services prescribed in WIA for Individual Training Accounts. A waiver option is allowable if supported by the pertinent Counties. The waiver is necessary due to recent losses in funding for FY2013-2014.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office has prepared, reviewed, and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval and adoption of all Resolutions.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with Workforce Escarosa and Santa Rosa County in the implementation and delivery of the Resolution, upon Board approval.

Attachments

Resolution - Workforce Escarosa WIA ITA Waiver Request

2013 Waiver Request Info

RESOLUTION NUMBER R2013 - _____ (Escambia County)

RESOLUTION NUMBER R2013 - _____ (Santa Rosa County)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, and SANTA ROSA COUNTY, FLORIDA, SUPPORTING WORKFORCE ESCAROSA'S REQUEST TO WAIVE THE ITA/TRAINING EXPENDITURE REQUIREMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Congress passed the Workforce Investment Act of 1998 (WIA), 29 U.S.C.A. §§ 2801-2945, to maximize federally funded job training programs and create a comprehensive, locally controlled workforce investment system in order to allow Americans access to career management tools and enable U.S. companies to recruit a qualified workforce to compete in a global economy; and

WHEREAS, the workforce investment system is designed for federal, state and local partners to work cooperatively whereby local workforce investment boards, in partnership with local elected officials, plan and oversee the local system while state workforce investment boards provide statewide policy, guidance and interpretation; and

WHEREAS, in order to implement the provisions of the federal WIA, the State of Florida passed the Workforce Innovation Act, §§ 445.01 et seq., Florida Statutes, creating Workforce Florida, Inc., and establishing regional workforce boards to serve as the local workforce investment boards tasked with specified duties and functions as determined by law and as set forth by interlocal agreement approved by the two local governing bodies; and

WHEREAS, pursuant to an Interlocal Agreement, Workforce Escarosa, Inc., currently serves as the regional workforce board for Escambia and Santa Rosa County providing public workforce services, job training programs and economic development related to the WIA; and

WHEREAS, the Regional Workforce Board Accountability Act (RWBAA) amended the Florida Workforce Innovation Act which requires 50% of WIA Adult and Dislocated Worker funds be expended on tuition, books and fees of training providers and other training services prescribed in WIA for Individual Training Accounts, but does allow for a waiver if supported by the Chief Elected Officials; and

WHEREAS, the Santa Rosa County and the Escambia County Commissioners have determined that the request for a waiver of the 50% training requirement is justified.

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

SECTION 1. That the Board of County Commissioners of Santa Rosa County and Escambia County, Florida hereby find the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners of Escambia County and Santa Rosa County hereby fully support the waiver request of Workforce Escarosa and the waiver be reduced by 10% down to a 40% training expenditure requirement.

SECTION 3. That this Resolution shall become effective immediately upon adoption by the both Board of County Commissioners.

SECTION 4. That the Clerk of Court is hereby directed to forward a copy of this resolution to the Workforce Florida, Inc., and the Regional Workforce Board's Chairperson.

ADOPTED on this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk
(Seal)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 7/24/13

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

BY: _____
Robert A. "Bob" Cole, Chairman

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

BY: _____
Deputy Clerk
(Seal)

Workforce Escarosa, Inc.
40% ITA Waiver Request
July 23, 2013

Funding Reductions for Workforce Escarosa, Inc., include the following:

Funding Category	2013 2014 Allocation	2012 2013 Allocation	Reduction	Percentage
WIA Adult	$1,063,000	$1,222,146	($159,146)	-13.0%
WIA Dislocated Worker	$1,127,014	$1,176,455	($49,441)	-4.2%
WIA Dislocated Supplemental Award	$ 239,910	$ 260,289	($20,379)	-7.8%
WIA Youth	$1,292,624	$1,631,426	($338,802)	-20.8%
Welfare Transition program	$1,308,285	$1,657,310	($349,025)	-21.1%
Reemployment Assistance Services	$ 75,794	$ 71,991	$3,803	5.3%
Wagner Peyser	$ 666,689	$ 713,773	($47,104)	-6.6%
TOTAL:	$5,773,296	$6,733,390	**($960,094)**	**-14.3%**

Factors Related to Need for 40% ITA Waiver Request:

- Cost Allocation process will require that WIA Adult funds be allocated to cover a larger portion of upfront services to include job search assistance due to reductions in Wagner Peyser and significant reductions in WIA Youth and TANF
- Due to budget reductions, 7 FTE Escarosa staff positions were eliminated and 5 FTE from the Welfare Transition program were reassigned.
- Training related items which **are not counted** toward the 50% ITA expenditure definition, needed to attend school (uniforms, immunizations, tools, supplies) will be limited and may be discontinued for WIA Adult participants if the ITA Waiver request is not approved.
- For FY 2012 – 2013, Escarosa expended approximately $1.9 million on ITA approved definition categories which count toward the 50% ITA expenditure requirement. Of that amount approximately $1.5 million was expended on tuition and books **ONLY**. Due to budget cuts, funding available for tuition and books **ONLY** will be reduced by $530,000, down to $925,000.
- For FY 2013 -2014, approximately $533,074 of WIA Adult will be needed to support Wagner Peyser Universal and Upfront Services, and the Welfare Transition Program to insure services to job seekers and recruitment for new and/or expanding businesses are not reduced and/or eliminated.
- For FY 2012 -2013, Escarosa served approximately 730 students on average per semester. With the reduced funding, Escarosa plans on serving approximately 530 students on average per semester. The reductions will be achieved through graduations, completers and normal attrition.

Fiscal Year Funding – WIA Adult and Dislocated Worker	Total Expenditures WIA Adult and Dislocated Worker	Amount Expended for ITA Training as Defined by WFI	Percentage	Participants in Training (Average per Semester)	Amount needed to support Upfront/Universal Services to offset funding reductions
FY 2012 - 2013 (Included carry-forward from FY 2011-2012)	$3,280,726	$1,892,167	57.78%	Average of $2,590 per participant for 730 participants	$479,330
FY 2013 – 2014 (Includes projected carry-forward from FY 2012 – 2013)	$3,117,138 (Estimated)	$1,380,556 (Estimated)	44.29%	Average of $2,590 per participant for 530 participants	$533,074

Workforce Florida, Inc., (WFI) Board of Directors approved several options for regional workforce boards (RWB) in regard to requesting an ITA Waiver. On July 10, 2013, the WFI Board approved allowing current RWBs with ITA approved Waivers for FY 2012 -2013, to request the same waiver amount for FY 2013 -2014 as previously approved if 1) The Board of County Commissioners approves the RWB Waiver Request, and if 2) the RWB Board of Directors approves the ITA Waiver request.

On June 19, 2013, the Workforce Escarosa Board of Directors approved an ITA Waiver request for FY 2013 -2014 at the current waiver amount of 40%.

Action Required: Workforce Escarosa is requesting that the Santa Rosa County Board of County Commissioners and the Escambia County Board of County Commissioners concur and approve Workforce Escarosa's request for a 40% ITA Waiver.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4726 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/08/2013
Issue: Reappointment to the Workforce Escarosa Board of Directors
From: Marilyn Wesley
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

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

That the Board confirm the reappointment of William J. "Jay" Overman, III, Owner, Online Employment Media, Inc., to the Workforce Escarosa, Inc., Board of Directors, as a private sector representative, for a third three-year term, per the end date of his previous appointment, with the term of appointment to be effective September 20, 2013, through September 19, 2016, with special dispensation requested for this additional term of service.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

Jay Overman currently serves as Chair of the Workforce Escarosa Board.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this reappointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa on this reappointment.

Attachments

Jay Overman Reappointment Info

Jay Overman
Chairperson
Susan Nelms
Executive Director

workforceescarosa

Connecting businesses and resources.

MEMORANDUM

TO: Marilyn Wesley
Escambia Board of County Commissioners

FROM: Susan Nelms
Executive Director

DATE: July 24, 2013

RE: Workforce Escarosa, Inc. Board of Directors Membership

The board membership term for Jay Overman will expire on September 19, 2013. Mr. Overman has been contacted and wishes to continue serving on the Workforce Escarosa Board of Directors. Therefore, on his behalf, I am requesting that Mr. Overman's name be resubmitted to the Escambia Board of County Commissioners for reappointment to the Board.

This individual is an excellent Board member who has taken an active role in making decisions regarding issues brought before the Board. He is currently the Chair of the Board and his term as Chair will end June 30, 2014. A three-year reappointment will allow him to complete his term as Chair, as well as serve as Past Chair on the Executive Committee for the duration of the appointment.

If you need additional information or have any questions regarding the above, please contact me at 473-0939.

Thank you for your assistance with the above.

/js

Regional Workforce Board
9111 Sturdevant Street
Pensacola, FL 32514
Phone: (850) 473-0939
Fax: (850) 473-0935

Pensacola Center
3670-A North "L" Street
Pensacola, FL 32505-5217
Phone: (850) 607-8700
Fax: (850) 607-8849

Milton Center
5725 Highway 90
Milton, FL 32583
Phone: (850) 983-5325
Fax: (850) 983-5330

Century Center
8120 N. Century Blvd.
Century, FL 32535
Phone: (850) 256-6259
Fax: (850) 256-6266

www.workforceescarosa.com

An equal opportunity employer program • Auxiliary aids available to individuals with disabilities • TTY: (877) 889 – 5627 • TDD: (800) 955 - 8771

WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply): X **Small Business (less than 500 employees)**

____ **Minority Owned**

Name: Jay Overman
Business Name: Pensacolajobs.com
Address: P.O Box 11608
Pensacola Fl 32524

Title: Owner

Phone No.: 850 475-9945
FAX No.: 850 475 9537
E-Mail Address: Jay@OEMedia.com
Cell Phone No.: 850 485 0365

Home Address: 4245 Bear Terra Ln
Pensacola Fl 32514

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
X Male	____ Black	X White	____ Yes	X < 55	____ Yes
	____ Asian	____ Ameri. Indian			
____ Female	____ Hispanic	____ Other	X No	____ 55 OR >	X No

Community Organization Memberships
Member of the Pensacola, Mobile, Gulf Breeze and Tallahassee Chamber, Home builders Assoc., Society of Human Resource Managers, Pensacola Young Professionals, Sub West Rotarian, Leadership Pensacola Alumni

Board Memberships
Sub West Rotary board member 2004-2005, 2007-2008
Gulf Breeze Area Chamber board member 2004-2007
Leadership Pensacola Advisory board member 2005-2007

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
I feel my time served on other boards and my knowledge of the employment Advertising industry would be benificial to this organization.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes_____ No X

Please return this form along with your resume' to:

Pensacola Area Chamber of Commerce
P.O. Box 550
Pensacola, FL 32593-0050

Phone No.: 438-4081
FAX No.: 438-6369

William J. Overman III (Jay)

Native of Pensacola Florida born August 15, 1973
Graduated Washington High School 1991
Achieved Eagle Scout in 1991

Joe's Fiesta Car Wash 1991-1992
Deck the Walls 1992-1995
Helicopter Accessory Service 1995-1999

O.I.S. Media, Inc – Online Employment Media, Inc.

Opened Overman Internet Services in 1999 with MDjobsite.com, Healthjobsite.com and Pensacolajobs.com.

Changed name to O.I.S. Media, Inc. in 2000 and added ResumePath.com

Developed MedCruiter.com in 2002

Bought Mobilejobs.com and Gainesvilejobs.com in 2003

Bought Tallahasseejobs.com and Bradentonjobs.com in 2004

Sold O.I.S.Media, Inc. in 2005 which included MDjobsite.com, Healthjobsite.com, ResumePath.com and MedCruiter.com.

Opened Online Employment Media, Inc. in 2005 which owns Pensacolajobs.com, Mobilejobs.com, Gainesvillejobs.com, Tallahasseejobs.com and various other employment related domains.

Memberships

Pensacola S.H.R.M.
Home Builders Association
Pensacola Young Professionals
Pensacola Bay Area Chamber of Commerce
Gulf Breeze Area Chamber of Commerce
Tallahassee Chamber of Commerce
Mobile Chamber of Commerce

LeaP

Leadership Pensacola Class of 2004
Day Chair 2004-2005
Curriculum Co-Chair 2005-2006
Curriculum Chair 2006-2007

Boards

Gulf Breeze Chamber of Commerce Board of Directors 2004-2007
Leap Advisory board 2005-2007
Leap Curriculum Board 2004-2007
Sub West Rotary board member 2004-2005, 2007-2008

Acknowledgments

Pensacola Business Journal 40 Under 40 2006
Gulf Breeze Emerging leader of the year 2004
Gulf Breeze Ambassador of the year 2003

Pensacolajobs.com was awarded the Pensacola Bay Area Chamber of Commerce Business of the Month for May 2007

Pensacolajobs.com was recognized as one of the top 350 job boards out of 40,000 job boards nationwide by Weddle's Research Company.

Volunteer Activities

March of Dimes Walk America
Gulf Coast Kids House
E-Commerce Academy at Washington High School

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4730 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 08/08/2013
Issue: Request for Disposition of Property
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the Request for Disposition of Property Form for the Community Corrections Division, Corrections Department, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

1999 Jeep Cherokee Disposition

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections COST CENTER NO: 290301

Melissa Gordon DATE: 07/25/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Melissa Gordon Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	47303	JEEP CHEROKEE	1J4FF28SXXL583304	JEEP	1999	VERY 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: 7-25-13

FROM: Escambia County Department Director (Signature):

Director (Print Name): GORDON d. PIKE

RECOMMENDATION: Date: 07/25/2013

TO: Board of County Commissioners

FROM: County Administration

George Touart

Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 07.11.12

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4750 **County Administrator's Report 14. 5.**
BCC Regular Meeting **Technical/Public Service Consent**

Meeting Date: 08/08/2013
Issue: Approval of the Collective Bargaining Agreement Between Escambia County Board of County Commissioners and International Association of Firefighters
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Collective Bargaining Agreement Between the Escambia County Board of County Commissioners and the International Association of Firefighters Local 4131 - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the first Collective Bargaining Agreement between the Escambia County Board of County Commissioners and the International Association of Firefighters (IAFF) Local 4131:

A. Approve the Collective Bargaining Agreement between the Escambia County Board of County Commissioners and the International Association of Firefighters Local 4131, with an expiration date of September 30, 2015; and

B. Authorize the Chairman, Interim County Administrator, and Human Resources Department Director to execute the Agreement.

BACKGROUND:

The Florida Public Employee Relations Commission certified IAFF Local 4131 as the bargaining agent for the firefighters of the Escambia County on August 19, 2011. Representatives of the Local 4131 and the County have been engaged in collective bargaining culminating in the attached labor agreement. Local 4131 notified the County on July 14 that the agreement has been ratified by the membership. The County now is in the position to accept and authorize the execution of the agreement. Bargaining began under the leadership of President Dan Brask and the current IAFF 4131 President Brian Chetwynde, participated on the bargaining team and oversaw its ratification. The bargaining committee members of Local 4131 were reasonable in both request and temperament during the bargaining and actively sought solutions to issues that were congruent with the limited budget capacity of the County. As a result the County has a balanced agreement that reflects the status quo application of the policies, continuation in existing County benefit plans, and prospects of an increase should the Board authorize one in FY14 or subsequently.

BUDGETARY IMPACT:

No budgetary impact other than that which has been submitted is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's outside counsel in labor and employment law matters, Michael Mattimore of Allen, Norton & Blue, participated in negotiations, has reviewed this Collective Bargaining Agreement and concurs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon execution by the appropriate parties, copies will be printed and distributed to department management and personnel.

Attachments

Collective Bargaining Agreement Between BOCC and IAFF

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AND THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4131

2013-2015

TABLE OF CONTENTS

	PAGE NO.
ARTICLE 1 – PREAMBLE	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 – PREVAILING RIGHTS	3
ARTICLE 4 – IAFF LOCAL 4131 RIGHTS	3
ARTICLE 5 – GRIEVANCE PROCEDURE	6
ARTICLE 6 – DISCIPLINE	10
ARTICLE 7 – SENIORITY	18
ARTICLE 8 – LEAVES	18
ARTICLE 9 – PERSONNEL RECORDS	21
ARTICLE 10 – HOURS OF WORK AND OVERTIME	21
ARTICLE 11 – MANAGEMENT RIGHTS	22
ARTICLE 12 – WAGES	23
ARTICLE 13 – PROMOTIONAL PROCEDURES	24
ARTICLE 14 – REDUCTION IN FORCE	28
ARTICLE 15 – RETIREMENT BENEFITS	28
ARTICLE 16 – MISCELLANEOUS BENEFITS	28
ARTICLE 17 – INSURANCE	30
ARTICLE 18 – PAYDAYS	31
ARTICLE 19 – HOLIDAYS	31
ARTICLE 20 – OUT OF CLASSIFICATION PAY	32
ARTICLE 21 – OUTSIDE EMPLOYMENT	32
ARTICLE 22 – FITNESS AND WELLNESS PROGRAM	33
ARTICLE 23 –OUT OF SCOPE JOB DUTIES	34
ARTICLE 24 – NON-DISCRIMINATION	34
ARTICLE 25 – SEVERABILITY	34
ARTICLE 26 – ENTIRE AGREEMENT	35
ARTICLE 27 – DURATION OF AGREEMENT	35
APPENDIX A – DUES CHECK-OFF AUTHORIZATION	36
APPENDIX B – TERMINATION OF DUES	37

ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the Escambia County Board of County Commissioners (hereinafter called the County) and the Escambia County Professional Firefighters, I.A.F.F., Local 4131 (Hereinafter, the Union) and/or Collective Bargaining Unit.

ARTICLE 2
RECOGNITION

2.01 The County recognizes the Union as the exclusive collective bargaining agent with respect to pay, hours and or other terms or conditions of employment for those members included in the collective bargaining unit, certified by the Florida Public Employees Relations Commission, certification order 1771 and 1772 which were certified August 19, 2011.

ARTICLE 3
PREVAILING RIGHTS

3.01 Unless expressly modified by the terms of this contract, the existing rules and policies of BCC that impact terms and conditions of employment shall remain in effect unless notice is provided to the IAFF and the rule or policy is renegotiated or revised through the impasse process.

3.02 In the event the County redefines an existing employee privilege, the union may receive upon request a consultant with a member of the Administration.

ARTICLE 4
IAFF LOCAL 4131 RIGHTS

4.01 Use of Facilities

Access to BCC facilities for IAFF Local 4131 business shall be limited to regular working hours and to the application of this Agreement. Nothing herein shall be interpreted to authorize conducting IAFF Local 4131 business during working time or the use of BCC facilities without the approval of the BCC. Such approval shall not be unreasonably withheld, however, it is not the intent of this provision to permit the IAFF to use the BCC facilities to conduct meetings on a regular basis.

4.02 Union Bulletin Boards

The IAFF will be allowed to erect and maintain a 3' X 3' bulletin board at each fire station which are manned by bargaining unit members. Bulletin boards will not be erected at facilities where no bargaining unit members are located. Any items posted must be signed by a Union Official and pertain to Union business. The County reserves the right to take down any material not signed by a Union Official or violates County policy or procedures as determined by the County Administrator, Department Director, or the Fire Chief. The County agrees to mail or facsimile a copy to the Union office of any material removed from an approved bulletin board.

4.03 Representation

The Union agrees to furnish the County with an up-to-date list of all its officers and committee members upon request, and to immediately notify the BCC of any and changes.

4.04 Union Leave Pool

A leave pool will be created for use by the Union for Union business. The BCC shall grant 85 hours per fiscal year to the pool. These hours will not be carried forward if time is not used. Bargaining Unit members may contribute Annual Leave time voluntarily, provided that all donated time is submitted to the Human Resources Department no later than the last pay period in September of each year. Human Resources shall maintain all records of pool time accrual and usage. The Union will be responsible for notifying Human Resources during the same pay period that the pool time is used. Pool time will be used in one-hour increments. The use of Union Leave Pool is not "time worked" for the purposes of overtime. The BCC will consider requests by Union officers to engage in Union business or activity and may approve requests at the discretion of the Department Director. Time off granted for such purposes shall be without pay unless it is covered by pool time or other earned leave (except sick leave) or shift swap. Such time off shall not be unreasonably withheld, however, such time away from work will be used only with the advance, written approval of the appropriate supervisor for each occasion. To ensure accurate timekeeping, the employee shall check out with his/her supervisor upon departure, and in with the same supervisor upon return to duty.

4.05 Dues Deduction

A. The BCC agrees to process the payroll deduction of dues for IAFF bargaining unit members in accordance with Section 447.303, Fla. Stat. Those employees shall individually make such request on the written check-off authorization provided at Appendix A of this contract. The amount shall be established by the IAFF and requested in writing to the BCC. Such deductions will be made by the BCC on the first and second payday of each month and will begin with the pay for the first full pay

period following receipt of the authorization by the BCC. It is understood by the BCC and the IAFF that matters of payroll deductions are controlled by the Escambia County Clerk of Court's Office. The IAFF will be treated in the same manner as any other organization authorized for payroll deduction.

B. Dues will be provided to the IAFF Financial Secretary as soon as possible, allowing for processing time by the Payroll Division, Clerk of Court.

C. The IAFF shall advise the BCC of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

4.06 Insufficient Pay for Deductions

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues, it will be the responsibility of the IAFF to collect its dues for that pay period directly from the employee.

4.07 Termination of Deduction

Once initiated, deductions for IAFF dues shall continue until either: (1) revoked by the employee by providing the BCC with thirty (30) days written notice that he/she wishes to terminate check-off authorization; (2) revoked pursuant to Florida Statute Section 447.507, Violation of Strike Prohibition; and (3) the termination of employment. If these deductions are continued when any of the above situations occur, the IAFF shall upon notice of the error, reimburse the employee for the deductions that were improperly withheld. Any employee wishing to terminate the deduction of union dues from their salary may complete the memorandum at Appendix B and submit it to BCC Human Resources.

4.08 Indemnification

The IAFF shall indemnify, defend, and hold the BCC, their agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the BCC, their agents, and employees in complying with this article. The IAFF shall promptly refund to the BCC any funds received in accordance with this article, which are in excess of the amount of dues which the BCC or its agencies have agreed to deduct.

4.09 Orientation

The IAFF will be permitted up to two (2) hours to address newly hired employees during the department specific portion of the new employee orientation.

ARTICLE 5
GRIEVANCE PROCEDURE

5.01 Definition

Grievance – an alleged violation of an expressed term of this agreement. Instances which are not subject to the grievance process include, but are not limited to, Performance Standards, Performance Evaluations, job classification, a change of duty without a negative effect on the terms of employment, or a temporary change in working conditions during a state of emergency. Filling of a grievance must identify the specific article and section that is alleged to have been violated. Letters of Counseling are grievable up to Step 2 only.

5.02 Election of Process

A. An employee shall indicate at Step 1 (or the initial written step if authorized by the provisions of this article) whether or not he/she shall be represented by the IAFF.

B. When the employee has elected the IAFF as their representation, the IAFF shall be notified of any scheduled grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the IAFF. Any decision mutually agreed to by the BCC and the IAFF shall be binding on the employee. The IAFF shall be given reasonable opportunity to be present and observe any meeting called for the resolution of such grievance. An employee processing an appeal will be bound by the procedures established by the BCC and the IAFF.

C. If the employee is not represented by the IAFF, the counsel elected to represent that employee becomes the sole agent of the employee.

D. An employee or the IAFF may challenge an employment action by the County through this Agreement's grievance and arbitration process or the Merit System Protection Board (MSPB), but not by both.

5.03 Procedure

A. Employee grievances may be presented and handled promptly at the lowest level of management having the authority to address the subject of the grievance.

B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

C. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the BCC to take the action complained of; subject, however, to adjustment (i.e., back pay) based on the final disposition of the grievance.

D. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the IAFF or the BCC in other cases.

E. If a grievance meeting with management is held during the working hours of the employee filing the grievance, such participation may be approved without loss of pay. Attendance at appeal meetings with management outside of the regular working hours shall not be deemed time worked.

F. Grievances shall be presented and adjusted in the following manner, and no one individual may respond to the grievance at more than one written step:

(1) Oral Discussion

(a) Prior to the filing of a grievance, the employee should meet for oral discussion with the lowest ranking representative who has the authority to satisfy the issue and avoid the grievance.

(b) If the issue is not resolved by such informal discussion, the employee may, within five (5) days following the occurrence of the event giving rise to the grievance, submit a formal grievance at Step 1 of this procedure.

(2) Step 1

(a) In filing a grievance, the union representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement at issue, and the relief requested.

(b) As the Step 1 Management Representative, the Fire Chief, or designee, shall communicate a decision in writing to the employee and his/her union representative within fifteen (15) days following receipt of the grievance form.

(c) If there is no response by the County within the fifteen (15) day time limit, the failure to respond will constitute a denial and will allow the matter to go forward to the next step.

(3) Step 2

(a) If the grievance is not resolved with the Fire Chief at Step 1, the union representative may submit it in writing to the County Administrator within ten (10) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the grievance form must contain the

same information as an appeal filed at Step 1 above. The County Administrator, or his/her designated representative, may have a meeting with the employee, and their union representative, to discuss the grievance.

(b) The County Administrator, or designee, shall communicate a decision in writing to the employee or his/her union representative within fifteen (15) days following receipt of the written grievance.

(c) If there is no response by the County to the employee or Union within the time limits, the failure to respond will constitute a denial of the grievance and will allow the issue to go to the next step.

(4) Step 3- Arbitration

(a) If the grievance is not resolved, the union representative may, within ten (10) days after receipt of the decision at Step 2, appeal in writing to arbitration on a form to be supplied by the Federal Mediation and Conciliation Service (FMCS).

(b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) as arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by the flip of a coin.

(c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Pensacola, however, selection of the site will take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.

(d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, shall be final and binding on the BCC, the IAFF, the grievant(s) and the employees in the bargaining unit when delivered in writing, subject to the provisions of general law. In considering a grievance, the following provisions and limitations shall apply:

(1) The arbitrator shall issue his decision no later than sixty (60) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

(2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

(3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any

statement of opinion or conclusion not essential to the determination of the issues submitted.

(4) The arbitrator shall limit their decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.

(5) The arbitrator shall be without power or authority to make any decisions that are:

(a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Limiting or interfering any way with the powers, duties, and responsibilities of the BCC under the constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement.

(6) The arbitrator has the authority in the award to make the grievant whole, which includes wages, benefits, seniority, and other conditions of employment. They do not have the authority to award punitive damages.

(7) The parties shall pay all of the arbitrator's charges equally. In all arbitrations, the parties will be responsible for the fees and costs of their own representatives.

5.04 Time Limits

A. Failure to initiate a grievance within the time limits as outlined in this Article shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

B. Failure at any step of this procedure on the part of the BCC to communicate the decision on a grievance within the specified time limits shall permit the IAFF to proceed to the next step.

C. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement in writing or email by both parties.

D. Claims of either an untimely filing or an untimely appeal shall be made at the step in question.

E. Days for this article are Monday through Friday excluding official County holidays.

5.05 Arbitrability

Issues of Arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issues(s) in accordance with the provisions of this Agreement.

5.06 The parties entered into this agreement to assure sound mutually beneficial working and economic relationships between the parties and to provide an orderly and peaceful means of resolving any differences that arise regarding the enforcement of the agreement.

ARTICLE 6
DISCIPLINE

6.01 Purpose

A. Discipline is action taken against an employee when there is just cause as of a result of a rule of the County, Department or division is violated, when work performance is not satisfactory, or when other inappropriate behavior is exhibited. A discipline program should exhibit promptness, impartiality, consistency, and fairness, where employees know what to expect as the result of certain behaviors on the job.

B. The Board of County Commissioners generally follows a policy of progressive discipline. The purpose of a progressive disciplinary procedure is to give the employee adequate notice and opportunity to correct any deficiencies, and its focus is on prevention of future violations rather than on punishment. The disciplinary action taken is normally to be the least serious needed to prevent future instances of inappropriate behavior. If inappropriate behavior continues, the employee can expect further, and more serious, discipline. The employee will be responsible for providing notice to the union that a disciplinary action has been administered.

6.02 Types of Discipline

A. The types of disciplinary action, in order of their severity, are:

1. Letter of Counseling – A Letter of Counseling is the least severe type of disciplinary action and may be used to admonish an employee for committing a minor violation when verbal counseling, correction and/or guidance has failed to provide the necessary corrective action. The "Notice of Letter of Counseling" provides documentation that the counseling occurred, outlining the shortcomings or violations and then offering recommendations for improvement. Documentation is maintained at the department level.

2. Written Reprimand – A Written Reprimand is admonishment given to the employee in writing, and is always placed in the official personnel file in Human Resources. This form of discipline is more serious than a Letter of Counseling, but less serious than a suspension. A Written Reprimand often serves as the type of discipline given for a repeated offense of minor violations or for the first offense of a more serious infraction. The "Notice of Written Reprimand" will be completed by the supervisor and forwarded to Human Resources for inclusion in the employee's official personnel file. If a Letter of Counseling has been issued previously, a copy may be attached as supporting documentation.

3. Suspension Without Pay – A suspension is the most severe form of discipline, short of termination, and usually involves time off without pay. It is used when a written reprimand has not corrected the inappropriate behavior or when an offense is more serious than that warranting a reprimand. A suspension may last from one (1) to thirty (30) days depending on the seriousness of the infraction. Any suspension shall utilize the "Notice of Disciplinary Action" form and will be processed through Human Resources for review and then approved by the County Administrator or designee.

4. Suspension With Pay
   (a) If it is determined by the Department Director, Fire Chief, or supervisor onsite that an employee poses a threat, such as health and safety, to himself, other employees or the public, or if it is suspected that wrong-doing of a serious nature has occurred, that employee may be suspended with pay pending investigation.
   (b) If circumstances warrant quick action, the Department Director, Fire Chief, or supervisor onsite may suspend an employee immediately if it is prudent to do so. The Human Resources Manager must be notified as soon as possible, and not later than the next duty day.
   (c) The Human Resources Manager may approve up to forty (40) hours of Suspension With Pay. Subsequent extensions of this time may be requested and will require approval of the Fire Chief.

5. Termination – Termination from employment is the most severe form of discipline. It is normally used when an employee has been disciplined repeatedly and commits yet another infraction. It may also be used when the employee has committed a very serious infraction, regardless of disciplinary history. For classified employees, it will be submitted for approval on the form, "Notice of Disciplinary Action."

6.03 In General

A. For purposes of progressive discipline, the BCC will not rely upon any disciplinary action in excess of two (2) years old, unless the violation is the type of conduct that is prohibited by state or federal law or is a traffic/vehicle violation or negligence.

B. Any disciplinary action placed in an employee's official personnel file shall remain a part of the official file for the minimum two (2) year statutory requirement established by the Records Retention Schedule of the State of Florida.

C. An employee for whom formal disciplinary action (suspension or termination) is being considered should, when possible, be allowed notice prior to imposition of such action by the use of the "Notice of Pending Disciplinary Action" form. The employee will have five (5) working days in which to respond in writing and explain why the action should not be taken. Failure to respond within that period shall be interpreted as consent and will not delay administering of the disciplinary action. There may be occasions at which prior notification is not reasonable, particularly if the violation is severe enough to warrant immediate action. Use of this form is not required prior to administering informal discipline such as a Letter of Counseling or Written Reprimand.

D. Suspension (for any reason), termination, and unsatisfactory performance appraisals are permanent actions and will be retained in the official personnel file indefinitely.

E. Any disciplinary action recommending a suspension or termination will be coordinated with the Human Resources Manager prior to imposing disciplinary action. Such actions will require notification of the County Administrator or designee prior to imposition.

F. An effective discipline program is characterized by the uniform application of rules and regulations. Generally, like offenses should result in similar disciplinary actions.

G. It is recognized that similar offenses may result in different disciplinary actions, depending on work history, circumstances, and the severity of the offense.

H. Other factors that may influence the severity of disciplinary action include, but are not limited to, the following: the length of the employee's service, the quality of the employee's service, the cost involved and the cooperation of the employee in the investigation of the specific incident. Ensuring that disciplinary actions are administered in a fair, consistent, and non-discriminatory manner is ultimately the responsibility of the County Administrator.

I. An employee may not be punished more than once for the same offense by any other management official of the BCC. Previous offenses may, however, be taken into account when considering future discipline. Disciplinary actions by law enforcement or any other outside agency does not prohibit the BCC from also taking disciplinary action. For example, if an employee is issued a citation by law enforcement during the investigation of an "at fault" accident, this does not prohibit the BCC from imposing disciplinary action as well.

J. In determining the proper level of disciplinary action which would be suitable to a particular offense, refer to the "Recommended Guidelines for Disciplinary Actions" at Tab 6A. This table provides examples of misconduct but may not be all-inclusive. The County has the right to discipline an employee for offenses not specifically listed. If an act or violation is of a very serious nature, intermediate levels of discipline may be bypassed with more severe penalties imposed.

K. In addition to a thorough narrative of the offense in question, the supervisor should cite any applicable "Violation Reference" code found on the table at Tab 6A. More than one violation may be cited in making record of the disciplinary action. The specific action or punishment taken is at the discretion of the supervisor administering the discipline.

L. Possession of unauthorized firearms, explosives, or weapons on County property, including vehicles, may result in termination on the first offense. Items are "unauthorized" if they are in violation of state or federal law, or are on County property without the written permission of the Bureau Chief or Fire Chief. If a weapon is used or presented in a manner so as to threaten or intimidate another person, termination shall result on a first offense.

M. Infractions that are considered Ethics Violations may be further explained or defined by the BCC Ethics Policy. This is not intended to prohibit traditional gift giving at times such as birthdays, holidays, retirement, etc, so long as the dollar values are within the guidelines of the Ethics Policy. Monetary gifts are not considered appropriate.

N. The County shall avoid any disciplinary action in public or the presence of co-workers.

O. Investigations and discipline will comport with the Firefighters Bill of Rights as defined in Florida Statutes.

6.04 Procedures & Appeals

A. If the actions necessary are not time-sensitive, the supervisor shall notify the employee ("Notice of Pending Disciplinary Action") that formal disciplinary action, i.e. suspension, demotion, or termination, is being considered. This notification shall provide facts and a description of the alleged infraction(s) and the consequences under consideration.

B. The Grievance Procedures in Article 5 of this contract shall be followed for all applicable bargaining unit members.

C. Bargaining Unit members, as defined in Article 2, may appeal Suspensions and Termination actions.

Recommended Guidelines For Disciplinary Actions
(Tab 6A)

LEGEND:

L = Letter of Counseling **S = Suspension (1-30 days)**
W = Written Reprimand **T = Termination**

Violation Reference	Infraction	Category	First Offense	Second Offense	Third Offense	Fourth Offense
IN-1	Disregard for or willful failure to follow the instruction or direction of a supervisor	Insubordination	L	W	S	T
IN-2	Abusive verbal conduct directed at a supervisor within the employee's chain-of-command.	Insubordination	W/S	S/T		
IN-3	Failure to work overtime, special hours, or special shifts or be on stand-by, as directed	Insubordination	L	W	S	T
ND-1	Violation of any County, department or division rule or directive	Neglect of Duty	L	W	S	T
ND-2	Inability to perform up to accepted work standards	Neglect of Duty	L	W	S	T
ND-3	Habitual tardiness, absenteeism and/or abuse of leave privileges	Neglect of Duty	L	W	S	T
ND-4	Willful neglect in performance of duties	Neglect of Duty	L	W	S	T
ND-5	Job abandonment for 3 consecutive scheduled workdays, or 2 consecutive 24-hour shifts.	Neglect of Duty	T			
ND-6	Leaving the assigned work area during regular working hours without permission or until relieved	Neglect of Duty	L	W	S	T
ND-7	Absence without approved leave, including failure to call in or report an absence to a supervisor the day the absence begins.	Neglect of Duty	W	S	T	
ND-8	Being identified as "at fault" in an accident or collision by an investigative board or law enforcement authority while the operator of a County vehicle or piece of equipment.	Neglect of Duty	W/S	S/T	T	
ND-9	Failure to maintain licenses, certifications and/or other professional credentials required for employment or failure to notify appropriate County officials of their loss, suspension, or revocation.	Neglect of Duty	S	T		
ND-10	Suspension or revocation of Driver License or Commercial Driver License (CDL) for negligence or misconduct if it is required for the performance of job duties.	Neglect of Duty	T			
ND-11	Willful or negligent violation of a safety policy which results in property/equipment damage or personal injury.	Neglect of Duty	W	S	T	
ND-12	Violating a safety rule or practice or any conduct which could endanger a co-worker or member	Neglect of Duty	W	S	T	

Violation Reference	Infraction	Category	First Offense	Second Offense	Third Offense	Fourth Offense
	of the public.					
ND-13	Operating, or directing the operation, of a County vehicle or equipment without proper qualifications or supervision.	Neglect of Duty	W	S	T	
ND-14	Failure to immediately report any on-the-job accident to a supervisor or member of the chain-of-command.	Neglect of Duty	W	S	T	
ND-15	Failure to report to the Department a subpoena or request for information from a law firm that relates to County business.	Neglect of Duty	L	W	S	T
ND-16	Possession or sale of alcohol or illicit drugs on County property (including vehicles).	Neglect of Duty	S/T	T		
ND-17	Working under the influence of alcohol or illicit drugs. (Subject to Florida Statute 112.0455)	Neglect of Duty	S/T	T		
EV-1	Fraud, waste, and/or abuse of County property or time.	Ethics Violation	W	S	T	
EV-2	Falsification or misrepresentation of an official document or record.	Ethics Violation	W	S	T	
EV-3	Falsification or misrepresentation of any portion of a job application.	Ethics Violation	T			
EV-4	Violation of County policies relating to impartiality, use of public property, conflict of interest, disclosure or confidentiality.	Ethics Violation	W	S	T	
EV-5	Conviction of a felony, a misdemeanor conviction involving moral turpitude, or any first-degree misdemeanor while in the performance of County duties.	Ethics Violation	S	T		
EV-6	Unauthorized possession of firearms, explosives, or weapons on County property.	Ethics Violation	S/T	T		
EV-7	Unauthorized vending or solicitation on County property or from a County vehicle.	Ethics Violation	L	W	S	T
EV-8	Attempting to coerce or influence a member of the public, fellow employees, subordinates or supervisor with gifts, services, loans or other consideration OR receipt of a fee, gift, or valuable item when such is given or accepted in the expectation of receiving a favor or preferential treatment.	Ethics Violation	S	T		
EV-9	Directing or permitting a subordinate to violate any rule, policy or regulation, whether explicit or condoned through inaction.	Ethics Violation	L	W	S	T
EV-10	Engaging in any employment, activity or enterprise which is illegal, incompatible, or in technical conflict with the employee's duties and responsibilities as a County employee.	Ethics Violation	S	T		

Violation Reference	Infraction	Category	First Offense	Second Offense	Third Offense	Fourth Offense
EV-11	Intentional destruction, theft or unauthorized removal of County property or assets for personal use.	Ethics Violation	S	T		
EV-12	Intentional destruction, theft or unauthorized removal, possession or use of another's property, tools or equipment without consent.	Ethics Violation	S	T		
EV-13	Illegal or inappropriate concerted action by bargaining unit members, e.g. curtailment or restriction of production, interference with work, instigating, leading or participating in any walk-out, sit-down, slow-down, sick-out, demonstration or participation in a strike as defined by Florida Statute.	Ethics Violation	S/T	T		
EV-14	Violation of the County's discrimination and/or unlawful harassment policies.	Ethics Violation	W	S	T	
EV-15	Gross misconduct to include, but not limited to, physical violence, threats of physical violence or engaging in offensive conduct or language toward the public, supervisory personnel, or fellow employees.	Ethics Violation	T			
EV-16	Membership in any organization that advocates the overthrow or the Government of the United States by force or violence.	Ethics Violation	T			
EV-17	Gross misconduct which reflects very unfavorably upon the image and ethics of the County as an employer, whether on or off duty.	Ethics Violation	W	S	T	

ARTICLE 7
SENIORITY

Definition: For the purpose of this contract, "seniority" shall, unless otherwise stated, be defined as the length of continuous service from the most recent date of hire in the fire division of the BOCC.

ARTICLE 8
LEAVES

8.01 All collective bargaining unit members shall receive the leave benefits outlined in the Human Resources Policies and Procedures Manual (HRPP) except where it conflicts with an express term of this contract. The current HRPP sections defining leave benefits for collective bargaining unit members are attached to this contract as Appendix C.

8.02 Annual Leave

1. All bargaining members are eligible to earn annual leave.

   Annual leave shall not be credited in advance. Accrual of annual leave begins on the first date of regular employment and ends with the date of separation. Leave accrual for fractions of the month shall be figured to the nearest day. For the purpose of computing annual leave taken, only normal working days are to be counted as leave.

   Annual leave is accumulated in accordance with the following schedule for nine (9) hour shifts (Currently same as 80 hour employees):

- Beginning date through the end of year 5	8 hours per month
- Beginning 6th year through end of 10th year	10 hours per month
- Beginning 11th year through end of 15th year	12 hours per month
- Beginning 16th year through end of 20th year	14 hours per month
- Beginning 21st year through end of 25th year	15 hours per month
- Beginning 26th year through end of employment	16 hours per month

   Annual leave is accumulated in accordance with the following schedule for 24 hour shifts (Currently Bi-Weekly Rate):

- Beginning date through the end of year 5	11.2 hours per month
- Beginning 6th year through end of 10th year	14.0 hours per month
- Beginning 11th year through end of 15th year	16.8 hours per month
- Beginning 16th year through end of 20th year	19.7 hours per month
- Beginning 21st year through end of 25th year	21.1 hours per month
- Beginning 26th year through end of employment	22.5 hours per month

2. Restrictions on Accumulation of Annual Leave:

   A collective bargaining unit member shall not accrue annual leave during a leave of absence without pay, suspension without pay, or when the bargaining member is otherwise in a non-pay status. A total of fifty (50) days (600) hours of annual leave is the maximum that can be carried over from one year to the next based on the bargaining unit employees date of hire. When extreme operational matters and/or emergencies occur and the bargaining member had requested leave and the leave has been approved, an extension may be granted to use the leave at a later time. The extension to use this approved leave shall be granted by the Fire Chief (or his designee). Bargaining members who are granted this extension shall have ninety (90) days from the date of approval by the Fire Chief (or his designee) to take the leave or it will be forfeited.

3. Annual Leave Records:

   Annual leave accumulation and usage records for all collective bargaining unit members shall be maintained by the Department and shall be based upon the leave information submitted by the bargaining unit employees and authorized by the Battalion Chiefs on each payroll. No annual leave shall be granted except on the basis of such leave records.

4. Approval of Annual Leave Requests:

   Requests for annual leave by the collective bargaining unit members shall be made seven (7) days in advance. Leave must be scheduled and approved by the Battalion Chief in advance of time to be taken.

5. Computation of Annual Leave Charges:

   The collective bargaining unit members shall charge absences from work to annual leave according to the actual number of leave hours used.

6. Payment for Unused Leave Upon Separation of Service or Death:

   Upon separation from the County Service, collective bargaining unit members shall receive a lump sum payment for all accrued and unused annual leave up to a maximum of fifty (50) days (600) hours. Such payment shall be made at the bargaining member's regular rate of pay at time of separation.

7. Disciplinary Actions:

   Collective bargaining unit members who are disciplined in accordance with this contract shall not be permitted to use annual leave in lieu of disciplinary action.

8. Annual Leave Incentive Plan:

   Any collective bargaining unit member may request to sell Annual Leave for cash payment in lieu of taking time off. An employee may sell a minimum of nine (9) hours and a maximum of ninety-six (96) hours of Annual Leave per fiscal year as long as 240 hours remain after the Annual Leave is sold. The payout of Annual Leave shall be contingent upon availability of funds.

9. For the purposes of annual leave the rollover date will be the anniversary of the employee's original hire date with the County.

8.03 Sick Leave

1. Sick leave shall be accrued at a rate of 11.2 hours a month for collective bargaining unit members on 24 hour shifts. Sick leave shall be accrued at a rate of eight (8) hours a month for employees on 9 hour shifts. There is no maximum accumulation of sick leave.

2. When a collective bargaining unit member is separated from employment due to retirement (as defined by the FRS Employer Handbook), the collective bargaining unit member shall be entitled to receive a lump sum payment for up to one-half of the accumulated sick leave to his credit prior to the effective date of the retirement up to a maximum of 1,040 hours.

3. Layoffs

   When a collective bargaining unit member's service is separated due to a layoff, they shall be entitled to be paid for one-half of the accumulated sick leave to his credit prior to his separation after a fifteen-calendar day period elapsed pending reinstatement. A maximum payment of 1,040 hours of sick leave will be made.

4. Collective bargaining unit members that use seven (7) or more shifts of unscheduled sick leave within the time period of the start of an annual evaluation process until the end of that same annual evaluation time period shall receive a "does not meet standards" on the attendance portion of the collective bargaining unit members annual evaluation. Unscheduled sick leave is any sick leave requested less than 24 hours prior to the start of the collective bargaining unit members normally scheduled shift in which they are requesting the sick leave. FMLA or bereavement leave shall not be defined as unscheduled sick leave. Sick Leave shall be utilized in quarter-hour increments.

8.04 Compensatory Leave

1. The maximum accumulation for compensatory leave for collective bargaining unit members shall be 460 hours. All compensatory leave will be paid or used by September 30, of the year in which the leave was accumulated.

ARTICLE 9
PERSONNEL RECORDS

9.01 Personnel File

A. There shall be only one official personnel file for each collective bargaining unit member in which commendatory or derogatory information is recorded. This record shall be maintained in the Escambia County Human Resources Office and governed by Human Resources Policies and Procedures.

B. A collective bargaining unit member will have the right to review and or receive a copy of his/her own official personnel file at reasonable times, when requested by the collective bargaining unit member.

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.01 Overtime and On Call

The County agrees to abide by the Fair Labor Standards Act and all applicable collective bargaining agreement language in compensating overtime and on call.

10.02 Call Back Pay

Any collective bargaining unit member called back to work from off duty will receive a minimum of two (2) hours pay. If you are called back to an immediate response, time work begins at the call with the reflex time not to exceed one (1) hour of compensation.

10.03 This opportunity to work overtime shall be offered to all collective bargaining unit members based on rosters, one for officers, one for firefighter/EMTs and one for firefighter/paramedics, maintained by the County. Part-time personnel will be called first for firefighter vacancies. Once all part-time lists have been exhausted the rank for rank overtime lists shall be used if practicable and economically feasible.

10.04 It is understood that the County and the Bargaining Unit both share a responsibility to ensure that safe adequate daily manning is maintained. Mandatory overtime will be utilized for daily manning or in cases of recall for natural disasters or emergencies. The following conditions will apply:

A. The County shall maintain a separate mandatory overtime list for each shift. The overtime will be assigned to the off-going shift. The list will start with the least senior collective bargaining unit member. Once a collective bargaining unit member has been selected for mandatory overtime, they will not be selected again until a complete cycle of the mandatory list has been made. The mandatory overtime list will start over with the least senior member January 1st of each year.

B. The County will have the right to call mandatory overtime after the Fire Chief, or his designee, has called the entire regular overtime list at least once.

C. Collective bargaining unit members that are attending classes or have a pre-scheduled physicians appointment on the day the mandatory overtime is to be worked, will be exempt from working the overtime with the approval of the Chief. However, their name will remain at the top of the mandatory overtime list for their respective shift.

10.05 The Captain of training shall be considered a nine (9) hour shift employee position concerning the position's terms and conditions of employment.

10.06 Personnel cellular phone calls shall not hinder the daily operations of the Department, and shall have the audible ring turned off.

10.07 The County will maintain washers and dryers at the manned stations for on duty collective bargaining unit members to use in the care and maintenance of work uniforms and fire station laundry.

10.08 Pay Cycle

Bargaining units will be compensated on a fourteen (14) day pay cycle.

ARTICLE 11
MANAGEMENT RIGHTS

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, to take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

The management of the BCC and its fire rescue division and the direction of its work force, including but not limited to the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase, to remove the operation or any part thereof to any location, to establish new jobs; to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to change materials, processes, products, service,

equipment, and methods of work to be performed; to assign or reassign employees to shifts, create or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures, to transfer employees from job to job or shift to shift, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change BCC policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this Agreement; to establish the standards to conduct and work of employees; to establish or change operational standards; to determine the services to be provided by the BCC; to discipline or discharge employees for just cause; to lay off employees from duty for lack of work or for other operational reasons; to establish requirements for employment; to promote and demote employees and to have complete authority to exercise those rights and powers incidental thereto.

The BCC's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the BCC from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 12
WAGES

12.01 Firefighter pay range

Recruitment Range: $25,979.20 - $35,579.00 Annually

12.02 Lieutenant pay range

Recruitment Range: $40,352.00 - $52,205.00 Annually

12.03 Captains pay range

Recruitment Range: $43,160.00 - $55,855.00 Annually

12.04 Longevity Pay

Eligible collective bargaining unit members shall be provided longevity pay in accordance with the current policy of the ECBCC.

12.05 Supplemental Pay

A. EMT

Any collective bargaining unit member that holds a certification of EMT Basic in the State of Florida and approved by the Medical Director shall receive an additional $1,500.00 annually.

B. Paramedic

Any collective bargaining unit member that holds a certification of Paramedic in the State of Florida and approved by the Medical Director shall receive an additional $3,000.00 annually.

ARTICLE 13
PROMOTIONAL PROCEDURES

13.01 Qualifications for Lieutenant

Upon the need for promotion from the rank of Firefighter to the rank of Lieutenant, posting of the job opening shall be for 14 business days, excluding holidays. An additional 60 days, from the close of the position opening and from the time the study materials are delivered to the station, shall be provided for study time before the testing process will begin. The minimum qualifications for the position shall be all of the following:

1. Minimum of 5 years in a full-time firefighter position and a minimum of 2 years experience in ECFR as a full time career member.
2. Valid Driver's License.
3. Florida Firefighter Certificate of Compliance.
4. Completion of 16 hour Emergency Vehicle Operations course.
5. American Heart Association Basic Life Support & CPR Certification.
6. Completion of Florida 40 hour Company Officer Leadership course.
7. Completion of Florida 40 hour Firefighting Tactics I course.
8. Completion of Florida 40 hour Building Construction Course.
9. Completion of 1-100; Introduction to the Incident Command System.
10. Completion of 1-200 ICS for Single Resources and Initial Action Incidents.
11. Completion of 1-700 National Incident Management System, as Introduction.
12. Completion of an Anti-Terrorism Course approved by the Florida State Fire College.

A. Testing Procedure for Lieutenant

Upon notification from Human Resources of open positions, the Fire Chief or designee shall call for the Promotional Process to commence. The

process shall be a three (3) step testing procedure. At the completion of the testing process collective bargaining unit members shall be provided a letter containing their scores from each step of the process.

The steps are as follows: Step 1: Standardized written test; Step 2: Scenario based evolution, utilizing computer based fire ground tactics simulations: Step 3: Oral Interview. All three Steps will be weighted the same (33.33%) to establish a cumulative score worth 300 points. A collective bargaining unit member who passes the standardized written test is eligible to proceed to Step 2.

Step 1: Written Test – Will be made up of 100 items, multiple choice examination, based on policies and texts specified by the Department. The testing questions will be derived from the ECFR SOG's, HR Policies and Procedures, Rules of Engagement, Pertinent BCC Policies and/or the collective bargaining agreement. The written test will be worth 100 points with each question being worth one point apiece. A passing score is 70 or more points.

Step 2: Scenarios Based Evolution – A promotional board will be established. The board will consist of 5 members. One ECFR Chief Fire Officer, one collective bargaining unit member, 3 members will be Chief Fire Officers from surrounding outside departments. The scenarios used for the evolutions will be as practical and real as possible. Scoring sheets for the scenarios will be derived from ECFR SOG's that correspond with the appropriate scenario. The scenarios-based evolution will be worth 100 points. Depending on how many objectives need to be met for each scenario, point value will be assessed accordingly to total 100.

Step 3: Oral Interview – The same Promotional Board used for the Scenario Based Evolution. Points assessed for all questions must total 100 points.

B. <u>Bonus Points for Lieutenant Promotions</u>

1. 2 points – Acting Lieutenant for 1 or more years; one half point will be given for every year beyond 1 year for being an acting lieutenant.

2. 5 points - for a Bachelors degree.

3. 2 points – for an Associate degree.

4. 1 point – for every year of service with ECFR as a full-time career member over 6 years.

5. 2 points – for Florida State Fire Officer I.

The candidate can qualify for a maximum of 10 bonus points. Bonus points are added to the cumulative score.

13.02 Qualifications for Captain

Upon the need for promotion from the rank of Lieutenant to the rank of Captain, posting of the job opening shall be for 14 business days excluding holidays. An additional 60 days, from the close of the position opening and from the time the study materials are delivered to the station, shall be provided for study time before the testing process will begin. At the completion of the testing process applicants shall be provided a letter containing their scores from each step of the process. Minimum qualifications for the position shall be:

1. Minimum of 3 years experience in ECFR as a full-time career member as a Lieutenant.

2. Meet and maintain all requirements for the rank of Lieutenant.

3. Florida State Fire Officer 1 Certification.

A. Testing Procedure for Captain

Upon notification from Human Resources of open positions, the Fire Chief or designee shall call for the Promotional Process to commence. The process shall be a three (3) Step testing procedure. The Steps are as follows: Step 1: Standardized written test: Step 2: Scenario based evolution, utilizing computer based fire ground tactics simulations; Step 3: Oral Interview. All three Steps will be weighted the same (33.33%) to establish a cumulative score worth 300 points. A collective bargaining unit member who passes the standardized written test is eligible to proceed to Step 2.

Step 1. Written Test – Will be made up of 100 items, multiple choice examination, based on policies and texts specified by the Department. The testing questions will be derived from the current text used by the ECFR SOG's, HR Policies and Procedures, Rules of Engagement, Pertinent BCC Policies and/or CBA. The written test will be worth 100 points with each question being worth one point apiece. A passing score is 70 or more points.

Step 2. Scenario Based Evolution – The scenarios used for the evolutions will be as practical and real as possible. Scoring sheets for each scenario will be derived ECFR SOG's that correspond with the appropriate scenario. The scenario-based evolution will be worth 100 points. Depending on how many objectives need to be met for each scenario, point value will be assessed accordingly to total 100.

Step 3. Oral Interview – The same Promotional Board used for the Scenario Based Evolution will be used. Points assessed for all questions must total 100 points.

B. Bonus Points for Captain Promotions

1. 2 points – Acting Battalion Chief and or Acting Captain for 1 or more years; one half points will be given for every year beyond 1.

2. 5 points – for a Bachelors degree.

3. 2 points – for an Associates degree.

4. 1 point – for every year of service with ECFR as a full-time career member over 10 years.

5. 3 points – for Florida State Fire Officer 2.

The candidate can qualify for a maximum of 10 bonus points. Bonus points are added to the cumulative score.

13.03 Selection for Promotion to any position

A. Based on the cumulative scores the candidates shall be ranked from the highest cumulative score to the lowest cumulative score, creating a promotional list. A candidate must score a minimum of 210 points to make the promotional list. The Fire Chief shall interview the top five (5) ranked candidates from the promotional list for each vacancy and make a selection for the promotion from the top five (5) candidates.

B. In the occurrence of a cumulative score tie the promotional list ranking for those candidates will be based off the combined years of service from the original date of hire for Escambia County Fire Rescue and the amount of years the candidates have been participating in an acting role for the corresponding promotional position. If these combined years of service still result in a cumulative score tie the Fire Chief shall have the final decision on tie breaking.

C. All promotional lists shall be good for one year (365) days or until the list is exhausted, whichever occurs first. Promotional exams shall be held every year in the month of October for Lt's and the month of March for Captain's. If the list is exhausted prior to October and or March then a promotional exam will be held immediately.

13.04 Acting Ranks

For a member to serve as an acting lieutenant or captain, the member must meet the qualifications defined at 13.01(1) through (12) for lieutenant and at 13.02 for captain. Additionally, the member's authority to serve in the acting capacity requires the written approval of a battalion chief.

13.05 Effective Date

The list in place as of February 19, 2013 shall remain in place until October 1, 2013.

ARTICLE 14
REDUCTION IN FORCE

14.01 Concerning the rank and file unit, when it becomes necessary to reduce the work force, the last employee hired will be the first employee laid off. Concerning members of the supervisor unit when it becomes necessary to reduce the work force, the least senior officer will be demoted to the next lowest rank and original date of hire will be used to determine seniority. The rank and file collective bargaining unit members will be the primary group to receive the needed reductions in force. When called back, inverse order shall be used to fill the vacancies in all positions and collective bargaining unit members shall be provided positions before any new employees are hired if the call back occurs within one (1) year from the date of the reduction in force. Notice of recall will be by certified mail and the collective bargaining unit member will have ten (10) working days to respond from date of receipt. The employee is responsible for keeping the County informed of his/her current address.

ARTICLE 15
RETIREMENT BENEFITS

15.01 The County agrees to continue the Florida Retirement System Plan as defined by the state law and the Escambia County Retirement Incentive Plan as defined in County policy.

ARTICLE 16
MISCELLANEOUS BENEFITS

16.01. Employee Assistance Program

The County shall provide an Employee Assistance Program (EAP). Participation in the EAP will be kept confidential to the extent practicable.

16.02. On the Job Injuries

If a Member of the bargaining unit is injured on the job and requires medical attention, the Member will be placed on Administrative Leave for the remainder of the regular work shift.

16.03. Temporary Light Duty

A. The Bargaining Unit Member must be a regular full-time 24 hour, 10 hour or 9 hour shift Member to be assigned to perform light duty.

B. The collective bargaining unit member shall provide the Department with verification of the need for light duty from a physician regarding the member's temporary inability to continue normal duties due to a workplace injury.

C. A collective bargaining Member on light duty may request to stay on his/her 24 hour shift. The decision to grant the request is solely within the discretion of the Chief and not grievable.

D. Collective bargaining members may request a light duty assignment if pregnant and such an assignment is recommended by her physician.

16.04. Tuition Reimbursement Program and Additional Training

A. Tuition reimbursement will be extended to the Members of the Bargaining Unit in accordance with current BCC policy.

B. Additional training will be provided subject to the availability of funds and the approval of the Fire Chief.

16.05. Defense of Civil Actions

The County will provide an attorney to defend an employee in civil actions or reimburse the employee for reasonable attorney's fees, in accordance with Section 111.07, Florida Statutes.

16.06. Uniforms

A. The County will make good faith effort to provide the necessary safety equipment and protective clothing to allow for efficient operation and safety. The County shall provide, at no cost to the employee:

- NFPA approved fire helmet
- Flash hood
- Bunker pants and coat
- Structural firefighting boots
- Firefighting gloves
- Individual SCBA face mask
- Leather radio strap with radio holder
- Latex gloves or nitrite gloves will be made available
- N-95 respirators will be made available

Any additional items may be provided as determined by the Fire Chief.

B. There will be no use of personal PPE unless approved by the Fire Chief or designee.

C. Collective bargaining unit members shall receive one uniform allowance at four hundred dollars ($400.00), subject to the annual appropriation of the uniform allowance by the Board of County Commissioners per fiscal year. The employee has to use the allowance before the close of the fiscal year

of the allowance. The allowance can only be used for uniform items identified as eligible for purchases by the Fire Chief.

D. Each collective bargaining unit member shall receive at least six ECFR t-shirts per fiscal year. Company t-shirts, patches, logos and hats, as approved by the Fire Chief, will be allowed to be worn on duty at the employee's expense.

16.07. Safety

A. The County shall make a reasonable effort to provide and maintain safe working conditions. The Union will cooperate and encourage all collective bargaining unit members to work in a safe manner.

B. Collective bargaining unit members shall report to the immediate attention of their direct supervisor and/or incident commander any perceived safety problem including:

1. When the County is in violation of a health and safety regulation or standard;

2. When hazards are beyond the normal risk found in firefighting;

3. When collective bargaining unit members are not prepared or properly trained; and

4. When appropriate personal protective equipment is not provided to safely fulfill on-scene orders.

No collective bargaining unit members that bring a safety complaint to the incident commander and/or their direct supervisor shall be retaliated against for the report.

C. Collective bargaining unit members agree to support the County Drug Free Workplace Policy.

ARTICLE 17
INSURANCE

The BCC shall provide group Health, Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD), Life Insurance, Dental Insurance and Vision Insurance to Bargaining Unit members at the group plan rates including current premium percentage of cost differentials. If regular BCC employees are offered the option to utilize annual/sick leave to offset increasing health insurance costs, the same will be offered to the Bargaining Unit Members.

ARTICLE 18
PAYDAYS

18.01 Dates of Pay

All County employees shall be paid every as directed by the Office of Finance, Clerk of Court.

18.02 Direct Deposit

Collective bargaining unit members will have their paychecks sent directly to their bank or credit union.

ARTICLE 19
HOLIDAYS

19.01 Collective Bargaining Unit members will be granted thirteen (13) holidays which will be posted on or before December 15th of each year.

New Years day – 1 day

Holiday to be set by the County Administrator – 1 day

Martin Luther King, Jr., Day – 1 day

President's Day – 1 day

Good Friday – 1 day

Memorial Day – 1 day

Independence Day – 1 day

Labor Day – 1 day

Veterans' Day – 1 day

Thanksgiving Day – 1 day

Thanksgiving Eve – 1 day

Christmas Eve – 1 day

Christmas Day – 1 day

A. Collective bargaining unit members working a 24/48 shift shall be provided 24 hours of additional pay at the normal hourly rate for each holiday day regardless if the collective bargaining unit member did or did not work on that holiday day. Collective bargaining unit members working a 9 hour Monday – Friday shift shall be provided 9 hours of additional pay at the

normal hourly rate for each holiday day regardless if the collective bargaining unit member did or did not work on that holiday.

B. The Union shall receive no less than 13 holidays annually. If additional holidays are granted to other County employees, the Union shall receive said holidays as well.

19.02 The County will implement an alternative compensation for holidays through an hourly wage increase commensurate with the thirteen (13) day holiday benefit to be effective October 1, 2013.

ARTICLE 20
OUT OF CLASSIFICATION PAY

All bargaining unit employees assigned to perform the duties of vacant higher classification for more than fourteen (14) consecutive calendar days will be paid in the higher classification for all work performed. Employees assigned to perform the duties of a higher vacant classification will not be temporarily reassigned to the original classification to be subsequently assigned back to perform the duties of the vacant higher classification for the exclusive purpose of avoiding the fourteen (14) consecutive day requirement of this Article. A vacant higher classification is one where the County position is unfilled because the holder of the position is on approved extended leave or pending the filling of an open position. Employees assigned to perform the duties of a higher classification will be selected from the certified promotional list for the classification where the vacancy exists.

ARTICLE 21
OUTSIDE EMPLOYMENT

21.01. Collective bargaining unit members may accept employment with another employer as long as there is no conflict of interest with their responsibilities to the County. Before accepting outside employment, the collective bargaining unit member shall provide written notification of the potential employment to the Fire Chief. In all instances, the collective bargaining unit member's primary obligation will be to the County and outside activities shall not interfere with the scheduled activities of the Department.

21.02. While participating in non-Departmental activities, there will be no use of Fire Department equipment or time.

21.03. In the event that the County denies a collective bargaining unit member the right to engage in a particular employment opportunity with an outside employer, the denial may be grieved through the process defined in Article 5 of this Agreement to determine whether the denial was arbitrary or capricious.

ARTICLE 22
FITNESS AND WELLNESS PROGRAM

22.01 The Annual Fitness Assessment establishes a standard for developing maintaining total body wellness and fitness among all ECFR collective bargaining unit members in order to withstand the stresses and strains of the workplace. This program is largely based on information contained in the Fire Service Joint Labor Management Wellness-Fitness Initiative and NFPA 1583. This program will consist of the following:

A. Station fitness equipment and/or fitness facility, provided by ECFR.
B. Access to a department Peer Fitness Trainer (PFT) for wellness/fitness needs that would include but not limited to; program design, nutritional guidance, and equipment orientation.

C. Collective bargaining unit members shall participate in a minimum of 1 hour per work day of cardiovascular and or strength training, unless the company officer determines that the activity for that day does not allow it.

D. Mandatory clearance within 3 months prior to the annual fitness assessment (AFA).

The PFT shall provide the Annual Fitness Assessment along with any corresponding feedback while the collective bargaining unit members are on duty. The PFT shall be afforded an assistant to administer the Annual Fitness Assessment, the assistant is not required to be a PFT.

22.02 The Annual fitness assessment will be lead by a certified PFT and will evaluate 5 specific areas.

A. Aerobic capacity
B. Muscular strength
C. Muscular endurance
D. Flexibility
E. Body Composition

22.03 After Completion of the FA the PFT will:

A. Provide feedback to the collective bargaining unit member's stating their current level of fitness and level of improvement since last AFA;

B. Provide realistic evaluation of the collective bargaining unit member's physical capacity to safely perform assigned jobs;

C. Prescribe individual fitness programs for any collective bargaining unit members that are in need of improvement;

D. When needed, reassess the collective bargaining unit member after (4) four months of remedial fitness program and if required a follow up reassessment four months thereafter; and

E. If needed provide feedback to the department's physician regarding the collective bargaining unit member's physical capacity.

22.04 Incentive Program

The Incentive Program will be based by the score on the AFA score sheet, Any collective bargaining unit member that obtains a score of 100 on the FA score sheet would be rewarded with (9) nine hours of compensatory leave. This incentive program will produce a "return" with improved cost-effectiveness through reduced injury rates and sick leave usage thereby controlling overtime costs associated with filling vacancies.

ARTICLE 23
OUT OF SCOPE JOB DUTIES

It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. However, employees shall not be required to perform unrelated duties which are unreasonable or not within the individuals skills or abilities.

ARTICLE 24
NON-DISCRIMINATION

The County agrees not to discriminate against any employee because of race, color, religion, age, handicap, national origin, sex, marital status, or IAFF membership or non-membership for any reason prohibited under Florida Statutes or any Federal Law. Any claim of discrimination or sexual harassment by any employee against the County, their agents, representatives, or their employees except for grievances related to IAFF membership, shall only be subject to methods or review prescribed by law or by rules and regulations having the force and effect of law.

ARTICLE 25
SEVERABILITY

If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement. The parties will thereafter meet, at the request of either, at

reasonable times and places, to negotiate a substitute provision to replace the one nullified.

ARTICLE 26
ENTIRE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at, by the parties after the exercise of such right and opportunity, are set forth in the Agreement.

This Agreement may be amended by mutual agreement of the parties. Any amendment must be in writing and signed by the duly authorized representatives of the parties before it will be effective. To amend by mutual agreement the duly authorized representatives of the IAFF, Local 4131 shall be the President, the Vice President and the Treasurer, collectively.

ARTICLE 27
DURATION OF AGREEMENT

This Agreement shall continue in full force and effect upon ratification by both parties, and shall continue on a recurring annual basis each October 1st, until midnight September 30, 2015.

For contract year 2013-2014 and 2014-2015, the Agreement may be reopened for interim negotiations on Article 12 – Wages and Article 17 – Insurance and three (3) additional articles by each party. Each party shall serve notice of the intent to reopen contract articles no later than October 1, 2013 for the 2013-2014 contract year and October 1, 2014 for the 2014-2015 contract year.

Any unresolved articles properly opened as subjects of negotiations may be resolved in accordance with the impasse procedures set forth in Section 447, Florida Statutes.

APPENDIX A
DUES CHECK-OFF AUTHORIZATION

I, _____ _____--____--_____ an employee of the
Print Full Name *Social Security Number*

Escambia County Board of County Commissioners authorize you, as my Employer, to deduct from my regular salary, membership dues as established by the_____.

Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: (1) revoked by me at any time upon thirty (30) days written notice to the Employer, or (2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the_____.

MY SIGNATURE HEREON IS AUTHORIZATION TO RELEASE MY SOCIAL SECURITY NUMBER WHEN REPORTING DUES DEDUCTIONS.

_____ _____
Date Signature

Distribution of Copies:
ORIGINAL – Payroll
Copy – Human Resources, Labor Coordinator

APPENDIX B
TERMINATION OF UNION DUES

M E M O R A N D U M

TO: **Human Resources, Labor Relations Coordinator**

FROM: _____ _____
Employee Name (Print Clearly) **Bureau/Division**

DATE: _____

RE: **Termination of Union Dues**

In accordance with the Collective Bargaining Agreement between Escambia County Board of County Commissioner and_____, this written notice is provided to revoke my prior check-off authorization for deduction of IAFF dues. I understand the termination of Union dues will become effective not later than thirty (30) days from receipt of this notice.

Your assistance is greatly appreciated.

Sincerely,

(Employee Signature)

SSN: _____--_____--_____

cc: IAFF
Payroll

352608

President
International Association of Firefighters
Local 4131

Date

Vice President
International Association of Firefighters
Local 4131

Date

County Administrator George Touart
Escambia County Board of County
Commissioners

Date

Chair Gene M. Valentino
Escambia County Board of County
Commissioners

Date

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

352608

Memorandum of Agreement

All bargaining unit members assigned to a 24 hour shift will be placed on a 14 day pay cycle, and as such, all hours over 106 during each 14 day pay cycle will be paid at time and a half. All leave will be considered productive for the purposes of overtime calculation with mandatory FLSA overtime.

As a result of this 14 day pay cycle, bargaining unit members assigned to a 24 hour shift will work a rotating, repeating schedule of three 14-day pay cycles; where the first pay cycle contains 120 regular hours, the second contains 120 regular hours and the third pay cycle contains 96 regular hours.

_____
Brian Chetwynde, President
IAFF Local 4131

_____
Tom Turner
Human Resources Director

Date: _____

Formulas for fire pay

Using the CSB pay plan, the minimum hourly salary is multiplied by (45). This is the beginning weekly salary for personnel assigned to suppression/ operations.

This amount is then multiplied by (52), number of weeks per year, to determine annual salary.

When an employee is assigned to a (24) Hour Shift or a (56) Hour workweek, the above annual salary must be determined and then converted. During a calendar year, a (24) hour shift employee works (2920) hours. Of these annual hours, (156) are at the over time rate.

Battalion Chiefs are not entitled to overtime so the Annual Salary is divided by 2920.

Variables

M - (Minimum Hourly Rate per CSB Pay Plan)

TH – (Total Hours Per Year)

RHA – (Regular Hours 45)

RHB – (Regular Hours 56)

OT – (Overtime/ Built In)

AS – (Annual Salary)

ASA – (Annual Salary 45)

ASB – (Annual Salary 56)

Formulas

45 Hour Workweek

(M x RHA) 52 = AS or ASA

56 Hour Workweek

RHB = 2764

OT = 156 (1.5) or 234

RH + OT = 2998

ASA / 2998 = ASB

AS Should be = to ASA and ASB

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4693 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/08/2013
Issue: Supplemental Budget Amendment #203 - 2012 FTA Grant FL-90-X804-00
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #203 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #203, FTA Capital Projects Fund (320) in the amount of $2,939,734, to recognize proceeds from the Federal Transit Administration (FTA), and to appropriate these funds to be used for various Mass Transit Capital Projects associated with the Escambia County Area Transit System (ECAT).

BACKGROUND:

Escambia County Area Transit System (ECAT) was awarded funds in the 2012 FTA Grant# FL-90-X804-00, and these funds need to be recognized to be used for capital projects at ECAT.

BUDGETARY IMPACT:

This amendment will increase Fund 320 by $2,939,734.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 203

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2013-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, The Escambia County was awarded the 2012 FTA Grant (FL90-X804) by the Federal Transit Administration for capital projects at ECAT, and these funds must be recognized and appropriated accordingly.

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:

Fund Name	**Fund Number**
FTA Capital Projects	320

Revenue Title	**Fund Number**	**Account Code**	**Amount**
2012 FTA Grant FL90-X804	320	331460 (new)	2,939,734
Total			**2,939,734**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Professional Services	320/320417 (new)	53101	250,000
Other Contractual Services	320/320417 (new)	53401	293,973
Repair & Maintenance	320/320417 (new)	54601	1,816,330
Operating Supplies	320/320417 (new)	55201	10,000
Training & Registrations	320/320417 (new)	55501	10,000
Machinery & Equipment	320/320417 (new)	56401	559,431
Total			**2,939,734**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment

 # 203

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4699 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 08/08/2013
Issue: SBA#206 - Sheriff's Off Duty Officer, Insurance, and Miscellaneous Reimbursements/Fees
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #206 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #206, General Fund (001) in the amount of $128,191, to recognize the Sheriff's Department off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds for Law Enforcement activities in Escambia County.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance and miscellaneous reimbursements/fees associated with providing law enforcement in Escambia County. SBA#206 appropriates these funds back into the Sheriffs Budget for FY2012-13.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by $128,191.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#206

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2013-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

General Fund	1
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Sheriff Fees	1	369939	11,781
Insurance Proceeds	1	369008	57,757
Reimbursements	1	369401	58,653
Total			$128,191

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Expense	001/540101	59703	128,191
Total			$128,191

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#206

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4724 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 08/08/2013
Issue: Supplemental Budget Amendment #213 - LAP Agreement for Construction of Bellview Elementary School Sidewalk Project
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #213 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #213, Other Grants and Projects Fund (110) in the amount of $107,457, to recognize proceeds from a State of Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for construction of the Bellview Elementary School Sidewalk Project.

BACKGROUND:

On August 19, 2010 the Board of County Commissioners approved a LAP agreement with the FDOT for construction of the Bellview Elementary School Sidewalk Project. The FDOT is now supplementing the original funding by $107,457 due to construction costs being greater than the original cost estimates.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $107,457.

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

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2013-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County will receive funds from the State of Florida Department of Transportation under a Local Agency Program Agreement for construction of sidewalks near Bellview Elementary School, 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:

Fund Name	Fund Number
Other Grants and Projects	110

Revenue Title	Fund Number	Account Code	Amount
LAP - Bellview Elementary Sidewalk	110	331406	107,457
Total			**107,457**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other than Buildings	110/210515	56301	107,457
Total			**107,457**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#213

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4497 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/08/2013
Issue: Bellview Sidewalk Project 12-13.034
From: Amy Lovoy
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Bellview Sidewalk Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract for the Bellview Sidewalk Project, PD 12-13.034, to Roads, Inc., of NWF, in the amount of $437,865.79.

[Funding: Fund 110, Other Grants and Projects, Cost Center 210515, Object Code 56301, $316,577; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #10EN0641, $121,288.79]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal. A total of six bids were received. Roads Inc. of NWF was the lowest bidder.

BUDGETARY IMPACT:

[Funding: Fund 110, Other Grants and Projects, Cost Center 210515, Object Code 56301, $316,577
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #10EN0641, $121,288.79]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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: Bellview Sidewalk Project BID # PD 12-13.034								
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 06/25/2013 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl .	Bid Bond or Check .	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Birkshire Johnstone LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$564,274.74
Brown Construction of NWF Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$500,948.68
Gulf Atlantic Constructors Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$579,295.50
J Miller Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$547,017.90
Panhandle Grading & Paving Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$488,689.00
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$437,865.79
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 06/25/2013								
BIDS TABULATED BY:	Angie Holbrook, SOSA DATE: 06/25/2013								
BIDS WITNESSED BY:	Angie Holbrook, SOSA DATE: 06/25/2013								

CAR
DATE 07/11/2013

BOCC
DATE 07/11/2013

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Roads, Inc. of NWF for an amount of $437,865.79

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

JFP

JFP/abh

Posted @ 9:53 a.m. CDT on 06/28/2013

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4723 **County Administrator's Report 14. 5.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 08/08/2013
Issue: Contract Award for LAP Agreement Project C.E.I. (Construction Engineering Inspections) for CR 97 (Jacks Branch Road) Safety Improvements, PD 12-13.047
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Local Agency Program Agreement Project Construction Engineering Inspections for the County Road 97 (Jacks Branch Road) Safety Improvements Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Metric Engineering, Inc., per the terms and conditions of PD 12-13.047, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for County Road (CR) 97 (Jacks Branch Road) Safety Improvements Project, in the amount of $368,065.46.

[Funding: Fund 352, LOST III, Cost Center 210113, Object Code 56301, Project Number 13EN2325]

BACKGROUND:

Request for Letters of Interest, PD 12-13.047, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for CR 97 (Jacks Branch Road) Safety Improvements Project were publicly noticed on Tuesday, May 28, 2013 and Tuesday, June 4, 2013 to 118 known firms. Responses were received from 8 firms on Tuesday, June 11, 2013.

BUDGETARY IMPACT:

Fund 352 LOST III, Cost Center 210113, Object Code 56301, Project Number 13EN2325

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Fee Proposal

Exhibit "C"

PRODUCTION

FEE SUMMARY

CREATE TABLES

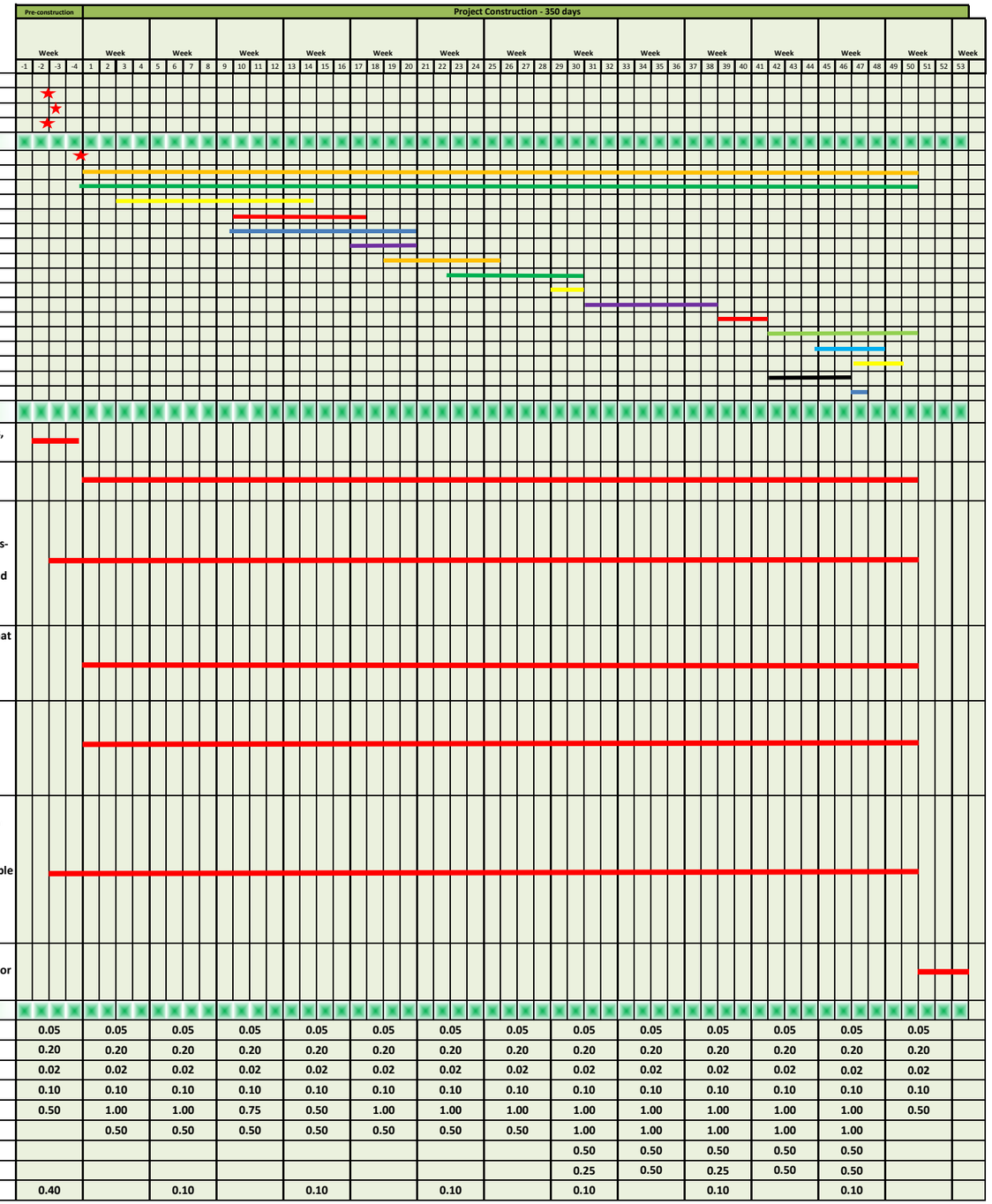
TEST

CONTRACT DETAIL			CONSULTANT TOTALS	CONTRACT TOTAL
Metric Engineering, Inc.				
Labor(Unloaded)			$ 110,908.53	
Overhead %		*127.23%*	$ 141,108.92	
Operating Margin %		*25.00%*	$ 27,727.13	
FCCM %		*0.173%*	$ 191.87	
Loaded				
Premium O/T			$ 3,422.72	
Expense %		*27.89%*	$ 30,932.39	
Other Expense				
CONSULTANT COST:			$ 314,291.56	
SUBCONSULTANTS				
Basic Services - L.A. :	ABC Group, LLC		18,352.95	
	AE Engineering, Inc.		18,920.95	
eotechnical Services - L.A. :	NOVA Engineering and Environmental		16,500.00	
				368,065.46

Exhibit "A" & "C"

FPN: 429678-2-58-01 - CR 97 (JACKS BRANCH ROAD) FROM CR 184 TO CR 196
FEDERAL AIDE PROJECT NO. 0031-070-P
ANTICIPATED CONSTRUCTION WORK AND CEI ACTIVITIES SCHEDULE

All dates used on this chart are assumed and may not be the exact dates that events occur.



Project Bid Date	10-Jul-13
Pre-Construction Conference	
Pre-Construction Erosion Control / DBE Meetings	
Contractor's Notice to Proceed	
CONSTRUCTION ACTIVITIES	
Begin Const.- Contract Day #1	
Maintenance of Traffic	
Erosion Control	
Drainage	
Ditch Paving	
Borrow Excavation	
Regular Excavation	
Type B Stabilization	
Optional Base	
Guardrail Construction	
Structural Asphalt	
Permanent Signing	
Final Dressing	
Performance Turf & Sod	
Mailboxes	
Friction Asphalt	
Permanent Traffic Striping	
CEI ACTIVITIES	
PRE-CONSTRUCTION/EROSION CONTROL/DBE MEETINGS - Prepare and conduct meetings, record, and distribute meeting minutes.	
WEEKLY PROJECT STATUS MEETINGS - Prepare agenda, hold weekly meetings, make distribution of meeting minutes.	
PROJECT ADMINISTRATION - Project Administration, coordination with FDOT, FHWA, and County Officials. Maintain auditable records of project records, correspondence, progress payments, and material certifications. Review and approve shop drawings and maintain project as-built plans. Hold Weekly Project Status Meeting and distribute minutes. Review and prepare all needed SA's and VECP's(CSI's) for incorporations into the project. Review and provide analysis and recommendation for all contract claims. Coordinate all utility relocation and track any reimbursable work performed.	
PROJECT INSPECTION - Provide fully certified and qualified technicians to inspect and assure that work is substantial compliance with the Plans and Specifications. Observe and record all work effort, material placement and testing results, erosion control, and MOT inspections.	
CONTRACTOR'S PAYROLLS, EMPLOYEE INTERVIEWS AND CONTRACT COMPLIANCE - Review and check contractor's payroll for conformance to state wage rates. Conduct employee interviews and training verification. Verify that all training and EEO submittals are accurate. Coordinate any revisions to training schedule and EEO participation.	
PUBLIC INFORMATION SERVICES - Provide a PIO that will be proactive in keeping the public aware of project status and impacts to the travelling public. Coordinate with County personnel in all press releases and public notices concerning project status. Coordinate and schedule any approved meetings with the public or public officials to provide updates and or receive feedback. Maintain a web page on the County's website that will provide updated information and be capable of receiving email inquires. Provide door to door notification to residents of beginning of construction and all significant changes in traffic patterns or delays. Maintain a complaint log.	
FINAL RECORDS AND PROJECT CLOSEOUT - Prepare and submit to the Department and or County final quantities of all pay items, SA's or change orders. Be available for any FHWA, FDOT, or County audit or questions.	

CEI ESTIMATED MANPOWER (MAN-MONTHS)														
CEI Senior Project Engineer	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CEI Project Administrator	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
CEI Contract Support Specialist	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
CEI Resident Compliance Specialist	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
CEI Senior Inspector	0.50	1.00	1.00	0.75	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50
CEI Inspector/Intern		0.50	0.50	0.50	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00	
CEI Inspector/Intern (AE Engineering, Inc.) (DBE)									0.50	0.50	0.50	0.50	0.50	
CEI Asphalt Plant Inspector									0.25	0.50	0.25	0.50	0.50	
Public Information Officer (ABC Group, LLC) (DBE)	0.40		0.10		0.10		0.10		0.10		0.10		0.10	

Exhibit "A" & "C"

Metric Engineering, Inc.
CEI Staffing Chart
STAFF HOUR EXAMPLE PER PROJECT

PROJECT	EMPLOYEE	POSITION	HOURS	2013 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2014 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
PROJECT NAME	**Expected Project Duration**																										
Escambia County		Senior Project Engineer	**115.50**								**0.05**	**0.05**	**0.05**	**0.05**	**0.05**	**0.05**	**0.05**	**0.05**	**0.05**	**0.05**	**0.05**	**0.05**	**0.05**	**0.05**			
Metric Engineering, Inc.		Project Administrator	**462.00**								**0.20**	**0.20**	**0.20**	**0.20**	**0.20**	**0.20**	**0.20**	**0.20**	**0.20**	**0.20**	**0.20**	**0.20**	**0.20**	**0.20**			
DISTRICT 3		Contract Support Specialist	**46.20**								**0.02**	**0.02**	**0.02**	**0.02**	**0.02**	**0.02**	**0.02**	**0.02**	**0.02**	**0.02**	**0.02**	**0.02**	**0.02**	**0.02**			
Limiting Amount		Resident Compliance Specialist	**231.00**								**0.10**	**0.10**	**0.10**	**0.10**	**0.10**	**0.10**	**0.10**	**0.10**	**0.10**	**0.10**	**0.10**	**0.10**	**0.10**	**0.10**			
FPN: 429678-2-58-01		Senior Inspector	**2021.25**								**0.50**	**1.00**	**1.00**	**0.75**	**0.50**	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**0.50**			
CR 97 Jack Branch Rd		Inspector	**1402.50**									**0.50**	**0.50**	**0.50**	**0.50**	**0.50**	**0.50**	**0.50**	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**				
		Asphalt Plant Inspector	**330.00**																	**0.50**	**0.50**	**0.50**	**0.50**				
		Total	**4608.45**																								
PROJECT NAME	**Expected Project Duration**																										
Escambia County			**0.00**																								
AE Engineering, Inc. (DBE)			**0.00**																								
DISTRICT 3			**0.00**																								
Limiting Amount		Inspector	**330.00**																	**0.50**	**0.50**	**0.50**	**0.50**				
FPN: 429678-2-58-01		Total	**330.00**																								
CR 97 Jack Branch Rd																											
	Expected Project Duration																										
PROJECT NAME																											
Escambia County																											
ABC Group Inc. LLC (DBE)																											
DISTRICT 3																											
Limiting Amount		Public Information Officer	**165.00**								**0.40**		**0.10**		**0.10**		**0.10**		**0.10**		**0.10**		**0.10**				
FPN: 429678-2-58-01																											
CR 97 Jack Branch Rd		Total	**165.00**																								
		Senior Project Engineers	115.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.00	0.00	0.00
		Project Administrators	462.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.00	0.00	0.00
		Contract Support Specialists	46.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.00	0.00	0.00
		Materials Specialist	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Resident Compliance Specialist	231.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.00	0.00	0.00
		Construction Specialist	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Senior Inspectors	2021.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	1.00	1.00	0.75	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.00	0.00	0.00
		Inspectors	2062.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	1.00	2.00	2.00	2.00	2.00	0.00	0.00	0.00	0.00
		Public Information Officer	165.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.40	0.00	0.10	0.00	0.10	0.00	0.10	0.00	0.10	0.00	0.10	0.00	0.10	0.00	0.00	0.00	0.00
		Total Sr. Inspectors/Inspectors/QC Sr. Inspectors/Aides		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	1.50	1.50	1.25	1.00	1.50	1.50	1.50	2.00	3.00	3.00	3.00	3.00	0.50	0.00	0.00	0.00
		Total Manloading (Total from Summary)	5103.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.27	1.87	1.97	1.62	1.47	1.87	1.97	1.87	2.47	3.37	3.47	3.37	3.47	0.87	0.00	0.00	0.00
7/15/2013																											
		Total Manloading (Total from Job Detail)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.27	1.87	1.97	1.62	1.47	1.87	1.97	1.87	2.47	3.37	3.47	3.37	3.47	0.87	0.00	0.00	0.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4692 **County Administrator's Report 14. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/08/2013
Issue: PD 10-11.028 Various Road Materials Pricing Agreement - Price Increase
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Price Increases for the Various Road Materials Pricing Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the price increase proposed by Roads, Inc., of NWF, to be effective retroactively March 28, 2013, per the terms and conditions of PD 10-11.028, Various Road Materials Pricing Agreement, approved on May 5, 2011, as follows:

Asphalt Price Per Ton

Current County Price	Proposed Increase
$48.40/ton 1-20 tons	$54.90/ton 1-20 tons
$47.80/ton 21-1,000 tons	$54.30/ton 21-1,000 tons

[Funding: Fund 175, Transportation Trust Fund, Cost Center 20402, Object Code 55301, $250,000; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208, $500,000; Fund 352, Lost III, Cost Center 210107, Object Code 56301, Project No. 09EN0388, $250,000]

BACKGROUND:

The Board of Commissioners approved the indefinite quantity indefinite delivery contract PD10-11.028, Various Road Materials Pricing Agreemnt to three vendors, APAC-MidSouth, Inc, Panhandle Grading & Paving Inc.,and Roads Inc., of NWF on May 5, 2011 for various road materials purchased by the Escambia County Public Works, Roads Department. The agreement provides for a request for price adjustments on a twelve month basis, to be approved by the contract administrator, Wes Moreno, Director, Public Works Road Department and approved by the Board of Commissioners. The properly submitted request by Roads Inc. of NWF for a price adjustment dated January 28, 2013 was approved by the Road Department and if approved by the Board of Commissioners will have an effective date of March 28, 2013, 60 days from the requested date, per the terms of the agreement and will be in effect until March 28, 2014.

BUDGETARY IMPACT:

Funding; Fund 175 Transportation Trust , Cost Center 20402, Object Code 55301, $250,000, Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208, $500,000, Fund 352, Lost III, Cost Center 210107, Object Code 56301, Project No. 09EN0388, $250,000

LEGAL CONSIDERATIONS/SIGN-OFF:

Per the terms and conditions of PD10-11.028 Various Road Materials Pricing Agreement effective May 5, 2011.

PERSONNEL:

N/A

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:

N/A

Attachments

Letter

Resume

---

roads, inc.
OF NWF
106 stone blvd. cantonment, fl 32533
Phone: (850) 968-0991
Fax: (850) 968-0996

January 28, 2013

Wes Moreno
Escambia County, FL
wjmoreno@co.escambia.fl.us
850-554-3040

Re: Rate Increase

Roads Inc of NWF would like to formally request in writing an increase in the contract amount of asphalt per ton, due to rising cost of material. Material increases are as follows:

- Aggregate has increased from $26.00/ton to $28.00/ton due to CSX surcharges (fuel)
- Asphalt liquid AC has increased from $400.00/ton to $625.00/ton

Due to the above costs, we purpose the following:

Current County Price	Proposed Increase
$48.40 / ton 1 – 20 tons	$54.90 / ton 1 – 20 tons
$47.80 / ton 21 – 1000 tons	$54.30 / ton 21 – 1000 tons

Please call Brett Moylan at 850-554-4690 with any questions you may have.

Thank you,

Brett Moylan
Vice President

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.028, Various Road Materials Pricing Agreement, to the following firms: APAC Mid-South, Inc.; Panhandle Grading & Paving, Inc.; and Roads, Inc., of NWF, for a total amount of $1,000,000 (Funding: Fund 175, Transportation Trust, Cost Center 210402, Object Code 55301, *[in the amount of]* $250,000; Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301, Project No. 08EN0208, *[in the amount of]* $500,000; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 09EN0388, *[in the amount of]* $250,000).

Approved 5-0

10. Recommendation: That the Board award a lump sum contract, with allowances, for Design Services – Escambia County Sheriff's Office Warrington Precinct Building, PD 10-11.027, to Caldwell Associates Architects, Inc., in the amount of $136,437, with allowances of $38,000, for a total of $174,437 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 540115, Object Code 56201, Project Number 10SH0663).

Approved 5-0

For Information: The Board heard Commissioner Robinson disclose that the principal of Caldwell Associates Architects, Inc., Miller Caldwell, is his first-cousin once removed; however, the County Attorney has indicated that the family relationship does not warrant abstention and he is not precluded from voting on this issue.

11. Recommendation: That the Board authorize the County to piggyback off of the Florida Sheriffs Association Contract #10-18-0907, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-44, Board approval, and award Purchase Orders to Allan Jay Ford Lincoln Mercury, Inc., for one Ford F-150 pickup truck and one Ford F-350 pickup truck, with all their specified options, in the amount of $68,135; and to Garber Chevrolet Buick GMC Truck, Inc., for two Chevrolet Tahoe SUVs, with their specified options, in the amount of $67,180 *(for Public Safety)* (Funding: Fund 352, Local Option Sales Tax III, Cost Center 330228, Object Code 56401, Project Code 08FS0018, *[in the amount of]* $134,580; Fund 143, Fire Protection, Cost Center 330206, Object Code 55201, *[in the amount of]* $735).

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4733 **County Administrator's Report 14. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/08/2013
Issue: Certificate of Need for Circle J Roll-Offs South, Inc.
From: Pat Johnson, Department Director
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Application for a Certificate of Need for Circle J Roll-Offs South, Inc. - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity, for Circle J Roll-Offs South, Inc.:

A. Approve the Application for a Certificate of Need, permitting Circle J Roll-Offs South, Inc., to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

BACKGROUND:

An Application for Certificate of Need has been submitted to the Solid Waste Management Department by Circle J Roll-Offs South, Inc. to operate in Escambia County. This company anticipates servicing Escambia County by providing the collection and transportation of solid waste directly from commercial sites to the County's landfill.

The Escambia County Code of Ordinances, Chapter 82 *Solid Waste*, stipulates that each entity must hold a valid Certificate of Need and a Solid Waste Management Permit in order to manage solid waste in Escambia County. An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

BUDGETARY IMPACT:

The required Permit Application Fee of $150.00 has been deposited into Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners mission statement: “To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community.”

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

Attachments

Certficate of Need & Backup

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

County Courthouse Annex
Pensacola, Florida 32501

CERTIFICATE OF NEED
FOR A

SOLID WASTE MANAGEMENT ACTIVITY
(Type of Operation)

This certifies that Circle J Roll-Offs South, Inc.

owned or operated by Circle J Roll-Offs South, Inc.

(Name of Company)

at 4040 Northern Blvd., Montgomery, AL 36110, has submitted the information as required under Escambia County Code of Ordinances Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida, has found such documents to conform with the laws and regulations as provided for in the ordinances. It is further declared that the services to be performed do not violate the requirements of the ordinances.

Board of County Commissioners of Escambia County, Florida

_____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC APPROVED: _____

Certificate expires:

Indefinite*, 20__
*Indefinite unless there is a change in name, address, or ownership.

This is not a Permit to Operate This Service

CIRCLE J ROLL-OFFS, INC.

4040 NORTHERN BOULEVARD
MONTGOMERY, ALABAMA 36110
(334) 271-6900 • 1-800-522-2424

July 26, 2013

Statement of Purpose and Need

Board of County Commissioners
OF Escambia County, Florida

It is the intensions of Circle J Roll-Offs South, Inc. to be able to provide waste hauling services for existing Mobile, AL accounts, doing business at the Port of Pensacola, by hauling waste generated by their projects to the Escambia County Landfill.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

County Courthouse
Pensacola, Florida 32501

APPLICATION FOR CERTIFICATE OF NEED

TO: Board of County Commissioners
of Escambia County, Florida
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

Date: 07-26-13

(Name of Business) Circle J Roll-Offs South, Inc. applies for

a Certificate of Need to operate Construction Waste hauling (Type of Service), under the

Name of Circle J Roll-Offs South, Inc.

Owned or operated by Corporation (Individual/Corporation/Partnership)

at 4040 Northern Blvd. Montgomery, AL 36110 (Location of Operation)

Fiscal Year End 12-31

Federal Identification Number 20-4706868

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. ✓ A statement of purpose and need for the activity, service or facility.
2. ____ A statement of funding sources.
3. ____ A statement of financial resources of the applicant.
4. ____ A statement of the cost of operation.
5. ✓ Area to be served.
6. ✓ A statement of existing facilities or services available in area to be served.
7. ____ Other information requested by the Board.

NOTE: Information described in No. 2, 3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.

Becky Owens
(Signature of Applicant)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4731 **County Administrator's Report 14. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/08/2013
Issue: Big Bend Community Based Care Contract AH102 Amendment #005
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment of Contract #AH102 by Big Bend Community Based Care - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Amendment of Contract #AH102 by Big Bend Community Based Care, which 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:

A. Approve the Contract AH102, Amendment #005, between Big Bend Community Based Care and Escambia County Board of County Commissioners, which revises the standard Contract total dollar amount; revises Exhibit "B," Method of Payment; and replaces Exhibit "G," Services to be Provided; and

B. Authorize the Chairman to sign the Amendment of Contract #AH102.

[Funding: This is a fixed price (unit cost) Contract; Big Bend Community Based Care shall pay for the delivery of authorized services specified in Exhibit "G," Services to be Provided (revision #5), in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed $136,951.80, subject to the availability of funds]

BACKGROUND:

This contract originated in December 2006 with the Department of Children and Families (DCF) to establish a Forensic Pre-Trial Diversion Program in Escambia County. The Escambia County Board of County Commissioner's affiliation with all other county operated services, including the State Attorney's Office, the Public Defender's 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.

BUDGETARY IMPACT:

This is a fixed price (unit cost) contract. BBCBC shall pay for the delivery of authorized services specified in Exhibit G, Services to be Provided (revision #4), in accordance with the terms and conditions of this contract for a total dollar amount not to exceed $136,951.80 subject to the availability of funds.

FY 2011-2012 $ 47,640.00
FY 2012-2013 $ 45,341.16
FY 2013-2014 $ 43,970.64

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 Amendment #005

Amendment Summary/DON

Contract Number: AH102 Amendment #005

NAME OF PROVIDER: Escambia County Board of County Commissioners

SERVICES TO BE PROVIDED: Forensic Mental Health Specialist

Amendment #5: Because of a Legislative reduction, amendment # 3 to this contract reduced the annual funding amount for FY 2012-2013. At the time that that amendment # 4 was prepared BBCBC had not yet received the 2013-2014 rollouts of the DCF annual operating budget, so it was unknown if the reduction was to continue in 2013-2014. We have now verified with DCF that the Legislative reduction has been carried forward into the base budget for FY 2013-2014 and beyond. As a result, this contract is amended to reflect the Legislative reduction.

PROVIDER:
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: _____
Gene M. Valentino, Chaiman

Date Executed: _____

ATTEST: Pam Childers
Clerk of the Circuit Court
By: _____
Deputy Clerk

BIG BEND COMMUNITY BASED CARE

SIGNED BY: _____

NAME: Mike Watkins

TITLE: Chief Executive Officer

DATE: _____

Approved as to form and legal sufficiency.
By/Title: [illegible]
Date: 7/30/13

BIG BEND COMMUNITY BASED CARE
AND
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Contract Number AH102 Amendment #005

This Amendment, entered into between BIG BEND COMMUNITY BASED CARE hereinafter referred to as "BBCBC" and ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS hereinafter referred to as the "Provider" amends contract AH102, retroactive to July 1, 2013.

This amendment accomplishes the following:

- Revises the contract total dollar amount
- Revises Exhibit B, Method of Payment
- Replaces Exhibit G, Services to be Provided

1. **Standard Contract, Section II.A., Contract Amount** as previously amended on in Amendment #004 effective 7/1/2013 for "$138.720.36" is hereby deleted and inserts "$136,951.80" in lieu thereof.

2. **Exhibit B, Method of Payment** section 1.a. as previously amended in Amendment #004 is hereby deleted in its entirety and the following is inserted in lieu thereof.

   a. This is a fixed price (unit cost) contract. BBCBC shall pay for the delivery of authorized services specified in Exhibit G, Services to be Provided (revision #5), in accordance with the terms and conditions of this contract for a total dollar amount not to exceed $136,951.80 subject to the availability of funds.

   FY 2011-2012 $ 47,640.00
   FY 2012-2013 $ 45,341.16
   FY 2013-2014 $ 43,970.64

3. **Exhibit G, Services to be Provided** - Revision #4 is hereby replaced with **Exhibit G, Funding for Services to be Provided** - Revision #5 and is attached.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to 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:

PROVIDER: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BIG BEND COMMUNITY BASED CARE, INC.

SIGNED BY: _____

NAME: MIKE WATKINS

TITLE: CHIEF EXECUTIVE OFFICER

DATE: _____

EXHIBIT G
FUNDING FOR SERVICES TO BE PROVIDED

Provider Name: Escambia County Board of County Commissioners
Contract No. AH102 **Amendment # : 005**
Effective **Date: 7/1/2013**

Activity / Cost Center	Unit of Measure	Unit Rate	Monthly ME reduction in unit rate 3.99%	Funds
FY 2011-2012				
Mental Health Pre-Trial Release Officer	1 Month July- June (12)	$ 3,970.00	$ -	$ 47,640.00
FY 2011-2012 Total				**$ 47,640.00**
FY 2012-2013				
Mental Health Pre-Trial Release Officer	1 Month July-March (9)	$ 3,816.50	$ -	$ 34,348.50
Mental Health Pre-Trial Release Officer	1 Month April-June (3)	$ 3,664.22	$ 152.28	$ 10,992.66
FY 2012-2013 Total				**$ 45,341.16**
FY 2013-2014				
Mental Health Pre-Trial Release Officer	1 Month July-June (12)	$ 3,664.22	$ 152.28	$ 43,970.64
FY 2013-2014 Total				**$ 43,970.64**
Total Contract Amount				**$ 136,951.80**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4709 **County Administrator's Report 14. 9.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 08/08/2013
Issue: Resolution Authorizing a Revised Fee Schedule for Animal Services and Animal Control
From: Gordon Pike, Department Head
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Animal Services and Animal Control Fee Schedule - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Escambia County Animal Services and Animal Control Fee Schedule:

A. Adopt the Resolution authorizing the revision of fees for certain civil infraction penalties imposed pursuant to Chapter 10 of the Escambia County Code of Ordinances relating to animals; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

The revised fee schedule will provide increased penalties for certian civil infractions in order to ensure compliance with Chapter 10 of the Escambia County Code of Ordinances relating to animals.

BUDGETARY IMPACT:

Annual revenues are anticipated to increase approximately $25,000.00

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has reviewed the Resolution and found it to be in order and legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioner's policy requires its approval of all fee adjustments.

IMPLEMENTATION/COORDINATION:

Update of the resolution has been coordinated with the County Attorney.

Attachments

Fee Schedule

RESOLUTION NUMBER R2013-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE REVISION OF FEES FOR CERTAIN CIVIL INFRACTION PENALTIES IMPOSED PURSUANT TO CHAPTER 10 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ANIMALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapters 125, 767, and 828, Florida Statutes, the Board of County Commissioners for Escambia County, Florida, has established regulations in the interest of the public health, safety and welfare to provide protection for, regulate and control animals in Escambia County; and

WHEREAS, the Board of County Commissioners previously enacted a fee schedule for animal services and penalties by adopting Resolution R95-127 on May 23, 1995, by adopting Resolution R2007-165 on September 6, 2007, by adopting Resolution R2009-03 on January 8, 2009, and by adopting Resolution R2012-130 on September 11, 2012; and

WHEREAS, the Board of County Commissioners is authorized to adopt a new fee schedule pursuant to Section 10-6(a), Escambia County Code of Ordinances; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety and general welfare of the citizens of Escambia County, a revised fee schedule increasing certain civil infraction penalties is necessary to ensure compliance with Chapter 10 of the Escambia County Code of Ordinances relating to animals.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That through Animal Services and Animal Control, the Board of County Commissioners shall assess fees in accordance with the fee schedule attached hereto as Exhibit A.

Section 3. That the prior resolutions and fee schedules adopted by the Board of County Commissioners in R95-127, R2007-165, R2009-03, and R2012-130 are hereby superseded.

Section 4. That this resolution and fee schedule shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this _____day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.
By: _____
Title: _____
Date: 7/22/13

RESOLUTION NUMBER R2013-___
EXHIBIT A
ANIMAL SERVICES & ANIMAL CONTROL FEES/PENALTIES

1.	***Annual Animal License Tags:***	
	Altered Animal	$ 11.00
	- Senior Citizen (over 60 years of age) rate	7.00
	Unaltered Animal	30.00
	- Senior Citizen (over 60 years of age) rate	12.00
	Duplicate Tag	6.00
	Juvenile animal (6 months of age or less)	12.00
	Dangerous/Vicious Dog Registration (annual renewal)	200.00
2.	***Redemption of Impounded Animals:***	
	Micro-chip Implantation (mandatory for all redeemed animals)	$15.00
	Licensed Animals:	
	- 1st Offense	15.00
	- 2nd Offense	25.00
	- 3rd Offense (fee plus mandatory spay/neuter)	35.00
	Unlicensed Animals:	
	- 1st Offense	35.00
	- 2nd Offense	60.00
	- 3rd Offense (fee plus mandatory court appearance and spay/neuter)	85.00
3.	***Service Fees:***	
	Pickup of Owner's Animal or Carcass	$ 35.00
	- Per call (Includes up to 3 animals per call)	
	Each additional animal per call	10.00
	Animal brought to Shelter for Euthanasia	25.00
	Animal brought to Shelter for Disposal of carcass	10.00
	Chemical immobilization (darting or similar by Animal Control)	50.00
	Boarding Fees – Routine:	
	- Cat	7.00
	- Dog	10.00
	Boarding Fees – Quarantine, Legal Hold, Dangerous/Vicious or other:	
	- Cat	10.00
	- Dog	15.00
4.	***Adoption of Animals:***	
	Cat (3 years of age or less):	
	- *Adoption Fee (includes micro-chip, administrative fee, other veterinary care and altering as necessary)	$40.00
	- Cat Vaccine	5.00
	- De-wormer	5.00
	Cat (over 3 years of age):	
	- *Adoption Fee (includes micro-chip, administrative fee, other veterinary care and altering as necessary)	$20.00
	- Cat Vaccine	5.00
	- De-wormer	5.00
	Dog (3 years of age or less):	
	- *Adoption Fee (includes micro-chip, administrative fee, other veterinary care and altering as necessary)	80.00
	- Bordatella Vaccine	5.00
	- Parvo/Distemper (DA2PP) Vaccine	5.00
	- De-wormer	5.00
	Dog (over 3 years of age):	

- *Adoption Fee (includes micro-chip, administrative fee, other veterinary care and altering as necessary)	40.00
- Bordatella Vaccine	5.00
- Parvo/Distemper (DA2PP) Vaccine	5.00
- De-wormer	5.00
Adoption Services:	
- Heartworm Test	10.00
- Feline Leukemia Test	10.00
- Cardboard Carrier	5.00

*Reduced pricing or special adoption fee rates may be offered for select animals at various times during the year.

5. ***Micro-chip Implantation***:

Mandatory for all impoundments, quarantined, and dangerous/vicious animals (included in adoption fee; optional for those qualifying for low cost spay/neuter services)	15.00

6. ***Low Cost Spay/Neuter and Rabies Vaccination Fees (for qualifying individuals):***

Cat Spay	$ 20.00
Cat Neuter	10.00
Dog Spay	25.00
Dog Neuter	15.00
Dog Spay (over 40 lbs)	30.00
Rabies Vaccine	15.00

7. ***Civil Infraction Penalties:***

***For each civil infraction, a $5.00 surcharge shall be applied pursuant to sec. 10-23.**

a. ***General Violations:***

1st Offense	$ 50.00
2nd Offense	150.00
3rd Offense (fine plus mandatory court appearance)	300.00

b. ***Failure to alter adopted animal:***

1st Offense	$ 50.00
2nd Offense	100.00
3rd Offense (fine plus mandatory court appearance and name placed on "no-adoption list")	200.00

c. ***Interference w/Animal Control Officer:***

1st Offense	$ 150.00
2nd Offense	300.00
3rd Offense (fine plus mandatory court appearance)	500.00

d. ***Poisoning of Animal:***

1st Offense	$150.00
2nd Offense	300.00
3rd Offense (fine plus mandatory court appearance)	500.00

e. ***Concealment of animals; Scientific experimentation and related acts:***

1st Offense	$150.00
2nd Offense	300.00
3rd Offense	500.00

f. ***Cruelty / neglect (per household):***

1st Offense	$150.00
2nd Offense	300.00
3rd Offense (mandatory court appearance for criminal charges)	Animal Impounded

g. Designated dangerous/vicious animal:

1st Offense	$250.00
2nd Offense	Animal Impounded

h. Unprovoked biting, attacking or wounding of another animal or human:

1st Offense	$150.00
2nd Offense	300.00
3rd Offense	500.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4641 **County Administrator's Report 14. 10.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 08/08/2013
Issue: Acceptance of a Parcel of Real Property Located on Barrineau Park Road (Highway 196)
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Donation of a Parcel of Real Property Located on Barrineau Park Road (Highway 196) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property (approximately 2.73 acres), located on Barrineau Park Road (Highway 196), from Donna Jacobi Pruett, William Albert Jacobi, Larry Neil Jacobi, and James Lee Jacobi, as the heirs of William Merwin Barrineau:

A. Accept the donation of a parcel of real property (approximately 2.73 acres), located on Barrineau Park Road (Highway 196), from Donna Jacobi Pruett, William Albert Jacobi, Larry Neil Jacobi, and James Lee Jacobi, as the heirs of William Merwin Barrineau;

B. Authorize the payment of documentary stamps, as the property is being donated for governmental use, which is for road right-of-way and related drainage infrastructure, and the County benefits from the acceptance of this property, which provides adequate property for maintenance and future upgrades to the roadway system, which enhances the safety and well-being of the citizens of Escambia County;

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

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

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

BACKGROUND:

Barrineau Park Road (Highway 196) is a County-maintained road (R/W varies), whose western terminus is at the Perdido River Bridge at the Alabama/Florida State line. Barrineau Park Road (Highway 196) is paved, with the exception of the westernmost 1900', which is unpaved, and maintained by the County. The County would like to make improvements to this section of Barrineau Park Road (Highway 196), to include paving and drainage, and eliminate the need to mobilize a motor grader for this isolated portion. The owners of the property on both sides of this portion of Barrineau Park Road (Highway 196) also own the unpaved portion. The owners have offered to donate this portion of Barrineau Park Road (Highway 196), approximately 2.73 acres, to facilitate the proposed County improvements.

Public Works staff have reviewed this offer to donate this portion of Barrineau Park Road (Highway 196), approximately 2.73 acres, to the County. Staff has no objection to the acceptance of this property, since it is being maintained by the County (road grading and drainage work). Board approval is required for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on July 11, 2013.

PERSONNEL:

All work associated with this request is being done in-house.

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
Acquisition Checklist
Aerial Map

This document was prepared by:
Judy Cantrell
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 14 day of June, 2013, by and between Barrineau Estate, Ltd., a Florida limited partnership, having an address at 5341 Molino Road, Molino, Florida 32577; and Donna Jacobi Pruett, a married woman; William Albert Jacobi, a married man; Larry Neil Jacobi, a married man; and James Lee Jacobi, a married man, as the heirs of William Merwin Barrineau (a/k/a William M. Barrineau and W. M. Barrineau) (Grantors), 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:

GRANTORS, 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: 15-2N-32-1000-000-001 (Property).

GRANTORS certify, warrant and covenant that neither the Grantors nor any of their family reside on the above described property or any contiguous property, and that the above described property does not constitute any part of the Grantor's homestead under the laws of the State of Florida.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2013; 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.

GRANTORS covenant with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have 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 Grantors fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

Grantor

Barrineau Estate, Ltd.

Witness _____
Print Name William R. Jacobi

Witness _____
Print Name Lindsay R Jacobi

By: William A. Jacobi
William A. Jacobi, President of Barrineau Estate, Inc., the general partner of Barrineau Estate, Ltd.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of June, 2013, by William A. Jacobi, President of Barrineau Estate, Inc., the general partner of Barrineau Estate, Ltd. He/~~She~~ (✓) is personally known to me, or (✗) has produced current _____ as identification.

Annette H. Bellew
Signature of Notary Public

Annette. H. Bellew
Printed Name of Notary Public

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
ANNETTE H. BELLEW
MY COMMISSION # EE 050605
EXPIRES: March 28, 2015
Bonded Thru Budget Notary Services

Witness _____
Print Name William R Jacobi

Witness Stacy S. Jacobi
Print Name STACY S. JACOBI

Grantor

_____
Donna Jacobi Pruett

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of June, 2013, by Donna Jacobi Pruett. ~~He~~/She (✓) is personally known to me, or (_) has produced current _____ as identification.

Annette Bellew
Signature of Notary Public

Annette Bellew
Printed Name of Notary Public

(Notary Seal)

ANNETTE H. BELLEW
MY COMMISSION # EE 050605
EXPIRES: March 28, 2015
Bonded Thru Budget Notary Services

Witness _____
Print Name William R. Jacobi

Witness Lindsey R Jacobi
Print Name Lindsey R Jacobi

Grantor

William Albert Jacobi
William A. Jacobi
William Albert Jacobi

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of June, 2013, by William Albert Jacobi. He/~~She~~ (✓) is personally known to me, or (_) has produced current _____ as identification.

Annette H. Bellew
Signature of Notary Public

Annette H. Bellew
Printed Name of Notary Public

(Notary Seal)

ANNETTE H. BELLEW
MY COMMISSION # EE 050605
EXPIRES: March 28, 2015
Bonded Thru Budget Notary Services

Witness Kim K. Jacobi
Print Name Kim K. Jacobi

Witness Bernie W Manning
Print Name Bernie W Manning

Grantor

Larry Neil Jacobi

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of June, 2013, by Larry Neil Jacobi. He/She (✓) is personally known to me, or (_) has produced current _____ as identification.

Signature of Notary Public

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

(Notary Seal)

Bernie W Manning
Printed Name of Notary Public

Witness Larry Neil Jacobi
Print Name LARRY Neil Jacobi

Witness Kim K. Jacobi
Print Name Kim K. Jacobi

Grantor

James Lee Jacobi

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of June, 2013, by James Lee Jacobi. He/She (✓) is personally known to me, or (_) has produced current _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
ANNETTE H. BELLEW
MY COMMISSION # EE 050605
EXPIRES: March 28, 2015
Bonded Thru Budget Notary Services

Annette H. Bellew
Signature of Notary Public

Annette H. Bellew
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This EASEMENT was accepted by Escambia County, Florida on the _____ day of _____, _____, 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

ATTEST: Pam Childers
Clerk of the Circuit Court

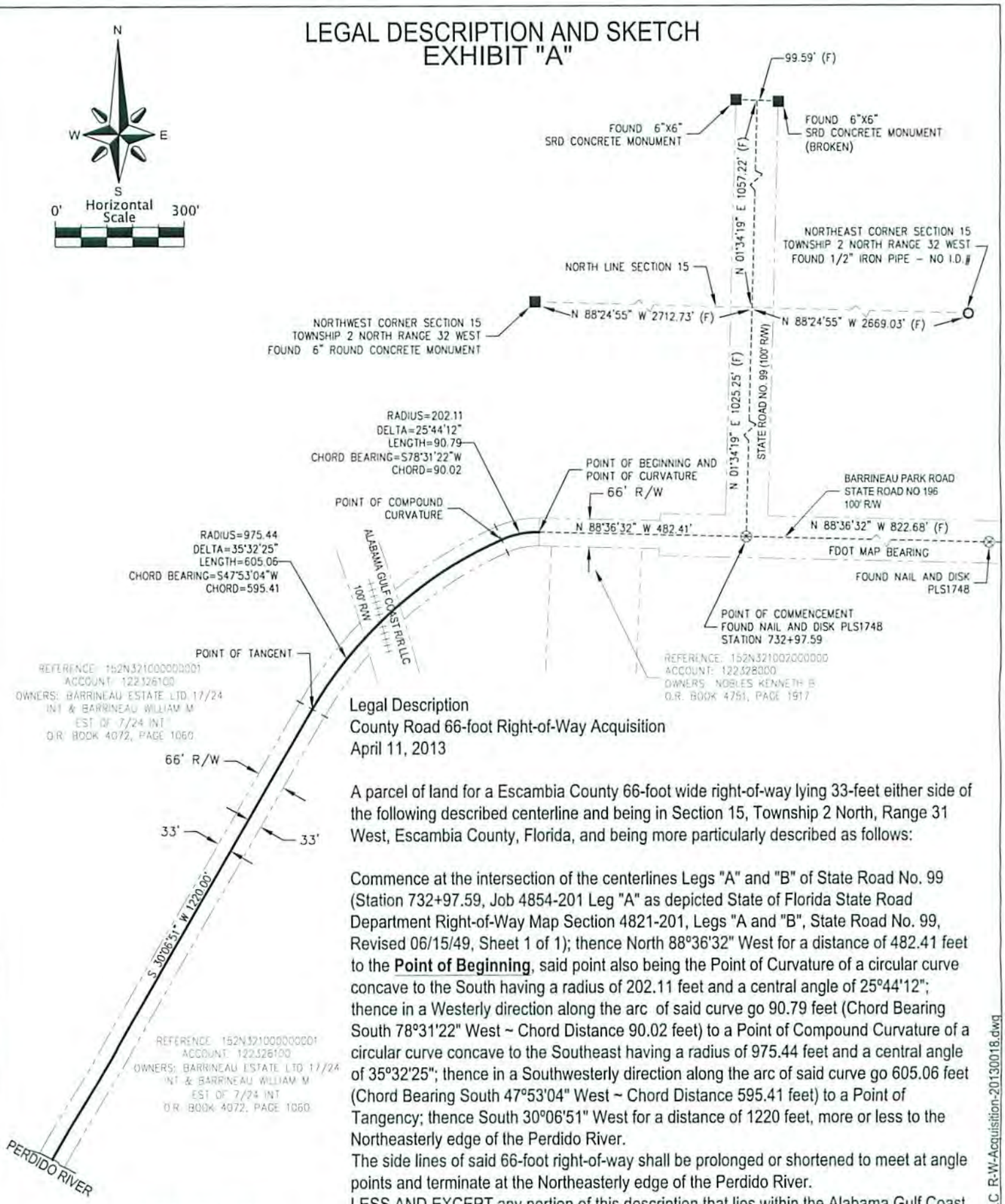
_____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date July 11, 2013

After Recording please return to:
Escambia County Engineering/R.E.A.D.
1190 West Leonard Street
Pensacola, FL. 32501

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



Legal Description
County Road 66-foot Right-of-Way Acquisition
April 11, 2013

A parcel of land for a Escambia County 66-foot wide right-of-way lying 33-feet either side of the following described centerline and being in Section 15, Township 2 North, Range 31 West, Escambia County, Florida, and being more particularly described as follows:

Commence at the intersection of the centerlines Legs "A" and "B" of State Road No. 99 (Station 732+97.59, Job 4854-201 Leg "A" as depicted State of Florida State Road Department Right-of-Way Map Section 4821-201, Legs "A and "B", State Road No. 99, Revised 06/15/49, Sheet 1 of 1); thence North 88°36'32" West for a distance of 482.41 feet to the **Point of Beginning**, said point also being the Point of Curvature of a circular curve concave to the South having a radius of 202.11 feet and a central angle of 25°44'12"; thence in a Westerly direction along the arc of said curve go 90.79 feet (Chord Bearing South 78°31'22" West ~ Chord Distance 90.02 feet) to a Point of Compound Curvature of a circular curve concave to the Southeast having a radius of 975.44 feet and a central angle of 35°32'25"; thence in a Southwesterly direction along the arc of said curve go 605.06 feet (Chord Bearing South 47°53'04" West ~ Chord Distance 595.41 feet) to a Point of Tangency; thence South 30°06'51" West for a distance of 1220 feet, more or less to the Northeasterly edge of the Perdido River.
The side lines of said 66-foot right-of-way shall be prolonged or shortened to meet at angle points and terminate at the Northeasterly edge of the Perdido River.
LESS AND EXCEPT any portion of this description that lies within the Alabama Gulf Coast Railroad LLC 100-foot right-of-way.

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: APRIL 5, 2013; FIELD NOTES RECORDED IN FIELD BOOK 359, PAGES 38-42 AND FIELDBOOK 393, PAGES 11-23
5) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY TAX ASSESSOR SECTION MAPS FOR SECTION 15, TOWNSHIP 2 NORTH, RANGE 32 WEST; FDOT R/W MAP SECTION NO. 4821-201 AND EXISTING FIELD MONUMENTATION.
6) THE BEARINGS SHOWN HEREON WERE REFERENCED TO NORTH 88°36'32" WEST ALONG THE NORTH LINE LINE OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 32 WEST.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

L:\Drafting\B\BARRINEAU PARK RD\20130018\dwg\ZZ_CALC_R-W-Acquisition-20130018.dwg

Drawn By: MK / RSC	Project No.: 20130018	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 04/05/2013	Drawing No. L-4961A	
Drawing Date: 04/15/2013	Field Book:393 Page:11-23	
Section, Township, Range:	15, T-2-N, R-32-W	Date: 04/15/13
Type of Survey:	Sheet No. 1 of 1	R.S. Colocado Professional Surveyor and Mapper No. 6049 — State of Florida
LEGAL DESCRIPTION AND SKETCH		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.
Revisions:	Date:	

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Barrineau Park Road
15-2N-32-1000-000-001

County Administrator (or designee) - Appraisals

Appraiser (1): N/A
Date of appraisal:
Appraised value:
Received by:
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: attached
Received by:
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by: Vacant Parcel
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by: Vacant Parcel
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by: Rick Colocarlo
Date: 07/16/13
Comments: Reviewed Legal Description and Sketches

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 LOST III 210107/56101/56301 Proj 10EW0675
Verified by: RLambert
Date: 7-16-2013
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

July 2, 2013

Real Estate Acquisition
Escambia County Public Works Bureau
3363 W. Park Place
Pensacola, FL 3250

ATTN: Judy Cantrell, Specialist

RE: ESA Exemption for Barrineau Park Road (15-2N-32-1000-000-001)

ESA's are not required on properties that have not had the potential of becoming contamination. The parcel described/depicted is a dirt road donated to Escambia County through a Warranty Deed. The targeted parcel in this investigation would not be designated "commercial real estate" and would not fall under the scope of the Comprehensives Environmental Response and Compensation and Liability Act (CERCLA).

Mr. Neil Jacobi, 5900 HWY 196, Molino, Fl 32577 identified himself as Executive Administrator of Barrineau Estate LTD, and stated he was familiar with the road site and to his knowledge the ROW had never suffered an incident that may cause an environmental Impact. Mr. Jacobi has been in the immediate area for over 50 years.

The site inspections, maps, and related investigation confirmed that the site rural and has never had the use or designation of "commercial site."

Therefore, it is determined that the site per Escambia Co Ord. Sec. 46-139 (2)(b) is "exempt" and does not require an Environmental Site Assessment.

Call me at 937-2148 if I can be of help to you in the future.

Thank you,

Doyle Butler

Doyle Butler, Engineering Environmental Coordinator
Escambia County Solid Waste

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Barrineau Park Road
15-2N-32-1000-000-001

County Administrator (or designee) - Appraisals

Appraiser (1): N/A
Date of appraisal:
Appraised value:
Received by:
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 7/2/13
Received by: Doyle Butler
Comments: NO EVIDENCE of ENV. CONCERN.

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by: Vacant Parcel
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by: Vacant Parcel
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date:
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source:
Verified by:
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

Looking west from end of pavement (SR 196) toward R R Track

LOOKING EAST from Neches R. (STATE LINE) EAST

Looking West Towards Perdido R.

Sec. 46-139. Acquisition of real property by the county.

(1) Prior to the acquisition of real property by the county by purchase, lease, donation, or exchange, the county administrator or designee shall:

(a) Determine if the property is within the scope of the county's future space plan, and determine the impact on the future space plan.

(b) Determine the costs to the county of acquiring the property, as well as the costs related to maintaining the property, more specifically as described in this section.

(2) Procedures for acquisition of property are as follows:

(a) If the value of the property is less than $250,000.00, the county administrator or designee shall obtain at least one appraisal from a real estate appraiser licensed by the State of Florida. If the value of the property is $250,000 or more, the county administrator or designee shall obtain at least two appraisals. However, after obtaining the first appraisal, the Board may waive the requirement for a second appraisal and instead accept an appraisal review from a real estate appraiser that confirms the accuracy of the initial appraisal. Appraisals are not required for donations or acquisitions where the value of the consideration paid by the County is less than $20,000.

(b) An environmental site assessment, Phase I, and Phase II if indicated by the Phase I environmental site assessment, shall be obtained by the county, provided however, the county administrator may waive this requirement with the written concurrence of the neighborhood and environmental services division for reasons specifically stated.

(c) A physical inspection of the property must be completed by the facilities management department and risk management department with the utilities turned on, with a written report to the county administrator or designee on the HVAC, electrical, plumbing, fire suppression systems, available utilities, and communications systems, roof, general condition of the interior and exterior of any buildings, drainage, grounds maintenance, security, building code compliance, compliance with the American with Disabilities Act, and any other inspections deemed appropriate by the county administrator or designee.

(d) A survey or boundary map, as determined by the county administrator or designee, must be obtained and reviewed by the county engineering department.

(e) The office of management and budget shall provide verification of the funding source for the purchase or lease.

(f) The county administrator or designee shall evaluate the above reports and negotiate a purchase or lease price with the prospective seller. The county administrator may enter into an option contract to purchase or lease the property, subject to approval of a contract for sale and purchase or a lease by the board of county commissioners. The board of county commissioners will be under no obligation to exercise the option.

(g) If the negotiated purchase price of the property exceeds the average of the appraisal(s), the board of county commissioners is required to approve the purchase by an extraordinary vote (4/5).

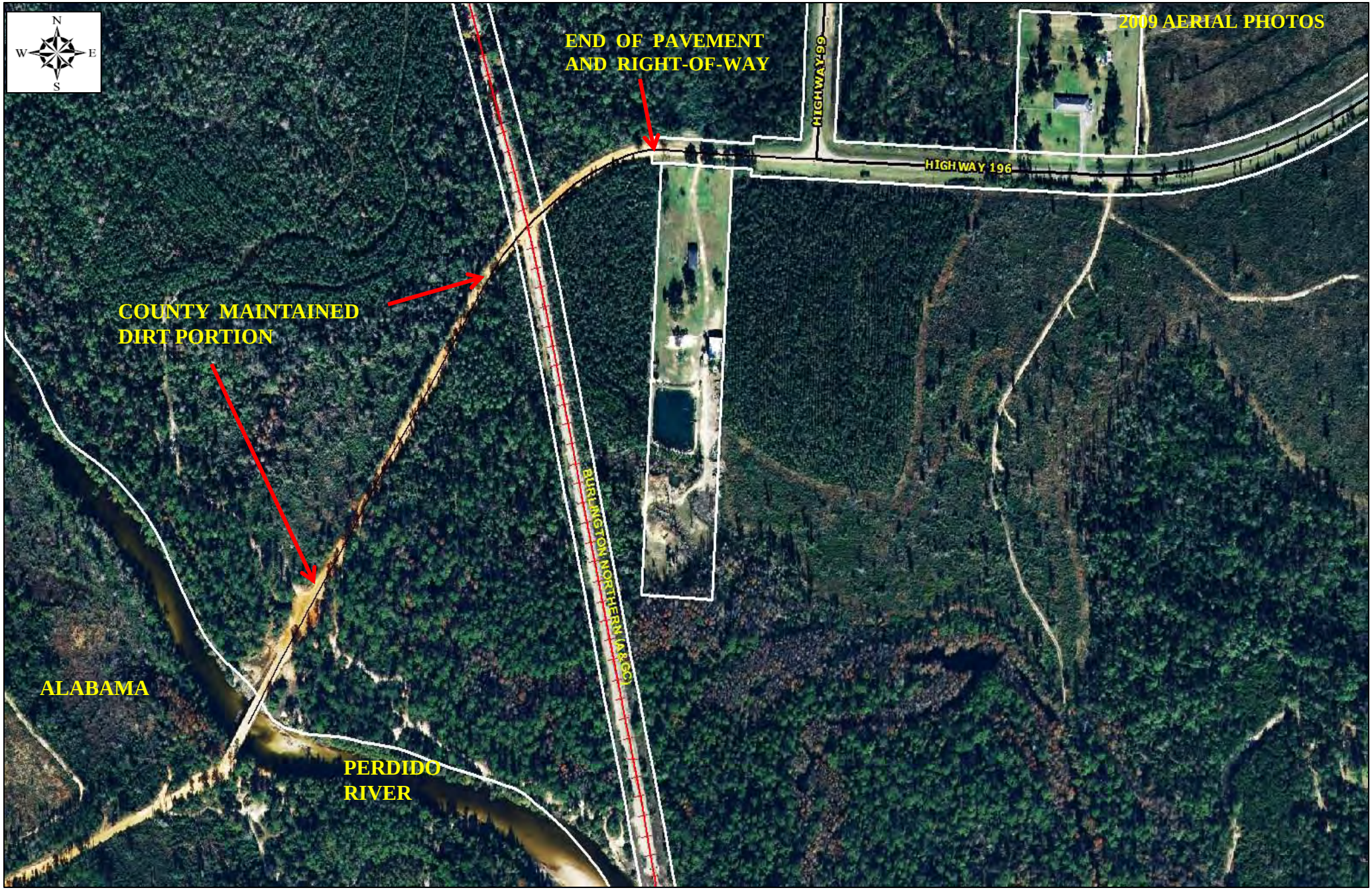
(h) The county attorney's office shall prepare or review legal documents necessary to the negotiation and purchase or lease of the property. Title insurance is required for all purchases of $20,000.00 or more, unless the board of county commissioners determines otherwise. Title insurance may be obtained for purchases less than $20,000.00.

(3) Notwithstanding the provisions of this section, if the county is acquiring property by purchase or donation, and if the property is valued at less than $20,000.00, then the county administrator or designee shall negotiate the purchase price and terms, and may waive compliance with all or some of the procedures described in subsection (2), with the negotiated purchase or donation to be approved by the board of county commissioners.

(4) If the board of county commissioners determines that it is in the best interest of the county to negotiate for the purchase of a parcel of property confidentially, the county administrator or designee shall negotiate the proposed purchase pursuant to the terms of F.S. § 125.35(5); provided however, the requirements of subsections (1) and (2) of this section must be followed.

(Ord. No. 2002-31, §1, 7-18-2002; Ord. No. 2004-37, §1, 7-22-2004; Ord. No. 2006-74)

BARRINEAU PARK ROAD / HIGHWAY 196



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 10/15/12 DISTRICT 5

BARRINEAU ESTATES LTD. , OWNS ALL THE PROPERTY THROUGH WHICH THE DIRT PORTION TRAVERSES / COUNTY HAS NO RIGHT-OF-WAY ON THIS PORTION

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4710 **County Administrator's Report 14. 11.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 08/08/2013
Issue: Local Agency Program Supplemental Agreement - Bellview Elementary School Sidewalks
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Supplemental Agreement - Bellview Elementary School Sidewalks - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Supplemental Agreement between the State of Florida Department of Transportation and Escambia County, to adjust and increase the funding amount from $416,801 to $524,258, for additional funding for construction of the Bellview Elementary School Sidewalk Project:

A. Approve the State of Florida Department of Transportation, Local Agency Program (LAP) Supplemental Agreement, between the State of Florida Department of Transportation (FDOT) and Escambia County; and

B. Adopt a Resolution authorizing the Chairman to sign the LAP Supplemental Agreement.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Supplemental Agreement. FDOT will reimburse the County $107,457 under this LAP Supplemental Agreement, bringing the total reimbursement to $524,258.]

BACKGROUND:

The original LAP Agreement for the design and construction of the sidewalks was originally executed in September 2010 in the amount of $416,801. The lowest responsible bidder submitted a bid which exceeded the original funding amount. Escambia County requested and received additional funding, which is included in this LAP Supplemental Agreement.

This project was submitted through and selected for funding by FDOT's Safe Routes To School grant program. The project was selected based on its proximity to schools and that it provides connectivity with existing sidewalks. All submittal packages must include a Resolution supporting the project and an approval to submit from the local governing agency.

The Bellview Elementary School Sidewalk Project will include construction of sidewalks at the following locations:

1. Community Drive from Bellview Avenue to Godwin Lane;
2. Bellview Avenue from Mers Lane to Dallas Avenue;
3. Denver Avenue from Michigan Avenue to Bellview Avenue;
4. Dallas Avenue from Michigan Avenue to Seattle Avenue;and
5. Memphis Avenue from Michigan Avenue to Bellview Avenue.

BUDGETARY IMPACT:

A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Supplemental Agreement. FDOT will reimburse the County $107,457 under this LAP Supplemental Agreement, bringing the total reimbursement to $524,258.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the LAP Supplemental Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The lowest responsible bidder has been selected and will be awarded the contract upon BCC approval. Transportation & Traffic Operations staff will continue to coordinate this project with FDOT.

Attachments

LAP

LAP Resolution

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 427640-1-38-01 & 427640-1-58-01 CONTRACT NO. AQ192

The Department of Transportation desires to supplement the original Agreement entered into and executed on September 9, 2010 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Bellview Elementary School Sidewalks Length 2.207 miles

Termini Community Drive from Bellview Avenue to Godwin Lane, Bellview Avenue from Mers Lane to Dallas Avenue, Denver Avenue from Michigan Avenue to Bellview Avenue, Dallas Avenue from Michigan Avenue to Seattle Avenue, and Memphis Avenue from Michigan Avenue to Bellview Avenue.

Description of Work:

The project is to construct sidewalk along the following roads:
Community Drive from Bellview Avenue to Godwin Lane
Bellview Avenue from Mers Lane to Dallas Avenue
Denver Avenue from Michigan Avenue to Bellview Avenue
Dallas Avenue from Michigan Avenue to Seattle Avenue
Memphis Avenue from Michigan Avenue to Bellview Avenue

Reason for Supplement and supporting engineering and/or cost analysis:

Local Agency Program Agreement funding is being increased to due recent bid amounts. The responsive low bidder was over the amount originally programmed for construction.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 427640-1-38-01 & 427640-1-58-01
DUNS NO. 80-939-7102		CONTRACT NO. AQ192

TYPE OF WORK By Fiscal Year	FUNDING (1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Planning Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Project Development & Environment (PD&E)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total PD&E Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Design					
FY: 2010-2011	$48,313.00	$0.00	$48,313.00	$0.00	$48,313.00
FY:					
FY:					
FY:					
FY:					
FY:					
Total Design Cost	$48,313.00	$0.00	$48,313.00	$0.00	$48,313.00
Right-of-Way					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Right-of-Way Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction					
FY: 2011-2012					
FY: 2012-2013	$368,488.00		$368,488.00	$0.00	$368,488.00
FY: 2013-2014		$107,457.00	$107,457.00		$107,457.00
FY: 2014-2015					
FY: 2015-2016					
FY: 2016-2017					
Total Construction Cost	$368,488.00	$107,457.00	$475,945.00	$0.00	$475,945.00
Construction Engineering and Inspection (CEI)					
FY: 2011-2012					
FY: 2012-2013					
FY: 2013-2014					
FY: 2014-2015					
FY: 2015-2016					
FY: 2016-2017					
Total CEI Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Total Construction & CEI Costs	$368,488.00	$107,457.00	$475,945.00	$0.00	$475,945.00
TOTAL COST OF THE PROJECT	**$416,801.00**	**$107,457.00**	**$524,258.00**	**$0.00**	**$524,258.00**

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 427640-1-38-01 & 427640-1-58-01 CONTRACT NO. AQ192

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY Escambia County B.O.C.C

By: _____
Name: Gene M. Valentino, Chairman
Title: Board of County Commissioners
Escambia County, Florida

Attest: _____
Name: Pam Childers
Title: Clerk of the Circuit Court
Deputy Clerk

Date: _____

Legal Review: K Shual, ACA 7/24/13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jason D. Peters, P.E.
Title: Director of Transporation Development

Attest: _____
Name:
Title:

Date: _____

See attached Encumbrance Form for date of funding approval by Comptroller

RESOLUTION NUMBER R2013 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSORTATION TO CONSTRUCT SIDEWALKS IN THE BELLVIEW AREA; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about September 9, 2010, Escambia County, Florida (hereinafter referred to as "County") previously entered into a Local Agency Program Agreement (LAP) with the State of Florida Department of Transportation (hereinafter referred to as "Department") wherein the Department agreed to fund the total cost of constructing sidewalks near Bellview Elementary School along the north side of Bellview Avenue from Mers Lane to Dallas Avenue and on the west side of Dallas Avenue from Seattle Avenue to Tucson Avenue as part of the Safe Routes to School program (FPID 427640-1-38-01 and 427640-1-58-01); and

WHEREAS, the Department has agreed to provide additional funding by way of a Local Agency Program Supplemental Agreement wherein the Department has agreed to fund the total cost of constructing sidewalks near Bellview Elementary School along Community Drive from Bellview Avenue to Godwin Lane, Bellview Avenue from Mers Lane to Dallas Avenue, Denver Avenue from Michigan Avenue to Bellview Avenue, Dallas Avenue from Michigan Avenue to Seattle Avenue, and Memphis Avenue from Michigan Avenue to Bellview Avenue, in Escambia County, Florida, as part of the Safe Routes to School program (FPID 427640-1-38-01 and 427640-1-58-01) (hereinafter referred to as "the Project"); and

WHEREAS, the County has met the eligibility requirements by the Department; and

WHEREAS, the additional Project cost is $107,457.00 (one hundred seven thousand four hundred fifty-seven dollars) for a total Project cost of $524,258.00, which is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total Project cost will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed Project for sidewalk construction.

SECTION 3. That the Board hereby instructs staff to coordinate and cooperate with the Department in developing, managing and inspecting the Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Supplemental Agreement between the Department and the County.

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this _____day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Gene M. Valentino, Chairman

ATTEST:Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: _____
Date: 7/29/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4728 **County Administrator's Report 14. 12.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 08/08/2013
Issue: Amendment to Sales Agreement for the Acquisition of Real Property Located at 10836 Lillian Highway
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Sales Agreement for the Acquisition of Real Property Located at 10836 Lillian - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to execute the Amendment to Agreement for Sale and Purchase of Property from RL REGI Florida, LLC, for the acquisition of real property located at 10836 Lillian Highway.

[Funding for this Project is available in Funding Source: Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

Meeting in regular session on June 10, 2013, the Board approved the Agreement for Sale and Purchase for the acquisition of three contiguous parcels of real property (totaling approximately 40 acres) located at 10836 Lillian Highway, from RL REGI, Florida, LLC. In preparation for closing, it was noted that there was an error in the legal description on Exhibit "A" attached to the Sales Agreement, as presented to the Board. The legal description (Exhibit "A") included in the Sales Agreement by the seller's attorney mistakenly included two other parcels the seller owns but was not intended to be part of this transaction. Appraisals did not include this unintended property. In all other aspects, the Agreement for Sale and Purchase remains unchanged. Staff is requesting the Board approve the Amendment to the Agreement for Sale and Purchase to correct the legal description of the property to be acquired and to proceed with the closing for this acquisition.

BACKGROUND:

Meeting in regular session on June 10, 2013, the Board approved the Agreement for Sale and Purchase for the acquisition of three contiguous parcels of real property (totaling approximately 40 acres) located at 10836 Lillian Highway, from RL REGI, Florida, LLC. In preparation for closing it was noted that there was an error in the legal description on Exhibit "A" attached to the Sales Agreement, as presented to the Board. The legal description (Exhibit "A") included in the Sales Agreement by the seller's attorney mistakenly included two other parcels the seller owns but was not intended to be part of this transaction. Appraisals did not include this unintended property. In all other aspects, the Agreement for Sale and Purchase remains unchanged. Staff is requesting the Board approve the Amendment to the Agreement for Sale and Purchase to

correct the legal description of the property to be acquired and to proceed with the closing for this acquisition.

BUDGETARY IMPACT:

Funding for this Project is available in Funding Source: Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps.

LEGAL CONSIDERATIONS/SIGN-OFF:

The seller's attorney and title company will conduct the closing. The Amendment to the Agreement for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney on July 15, 2013.
Because of the amendment, closing will not occur within the timeline contemplated in the original contract. However, the attorneys for the parties have agreed to proceed to closing as soon as practicable after the Board approves the amendment (tentatively on August 13th).

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 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Amendment to Agreement for Sale and Purchase of Property

Agreement for Sale and Purchase of Property

BCC Action_06/10/2013

Aerial Map

AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

This Amendment to Agreement For Sale and Purchase of Property (this "**Amendment**") is made this ____ day of July, 2013 ("**Amendment Effective Date**"), by and among RL REGI FLORIDA, LLC, a Florida limited liability company ("**Seller**"), and ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS ("**Buyer**").

RECITALS:

A. Seller and Buyer entered into the Agreement For Sale and Purchase of Property, with an Effective Date of June 10, 2013 (the "**Contract**"), regarding the real property consisting of approximately 33.8 acres located in Escambia County, Florida (the "**Property**").

B. Seller and Buyer wish to amend the Contract as set forth herein in order to revise the legal description attached as Exhibit A to the Contract, in order to correct an error in such legal description, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Defined Terms. The above recitals are true and correct and are incorporated into this Amendment by this reference. Initially capitalized terms used in this Amendment, which are not separately defined, will have the meanings ascribed to such terms in the Contract.

2. Legal Description. The Legal Description of the Property attached as Exhibit A to the Contract is modified such that (i) Parcel 1 and Parcel 2 are and remain included in said Exhibit A and as part of this transaction (and shall be conveyed to Buyer); and (ii) Parcel 3 and Parcel 4 (which were errantly included in Exhibit A) are removed from said Exhibit A and not included in this transaction (and shall not be conveyed to Buyer).

3. Default. Buyer acknowledges and agrees that Seller is not in default under the Contract and that no event has occurred or failed to occur that with the passage of time and/or the giving of notice could constitute such a default.

4. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the successors and assigns to the parties. Except as expressly modified in this Amendment, the Contract is unmodified and ratified and confirmed, and remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall prevail. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and all of which taken together shall constitute one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date and year first written above.

SELLER

RL REGI FLORIDA, LLC, a Florida limited liability company

By: RL REGI Financial, LLC, a Florida limited liability company, its sole member

By: _____
Name: Anthony Seijas
Title: Vice President

BUYER

ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Name: Gene M. Valentino
Title: Chairman

ATTEST: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date July 15, 2013

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

(Commercial Property)

SELLER:	RL REGI FLORIDA, LLC
BUYER:	ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS
EFFECTIVE DATE:	_____ ____, 2013
PROPERTY TYPE:	[____] Multi-Family [____] Retail [____] Industrial [____] Hospitality / Hotel / Resort [X] Raw or Partially Developed Land [____] Other: _____
PROPERTY ADDRESS:	Approximately 33.8 acres located in Escambia County, Florida more particularly described on the attached **Exhibit A**

TABLE OF CONTENTS

Page

ARTICLE I	DEFINED TERMS	1
ARTICLE II	CONDITION	2
ARTICLE III	PURCHASE PRICE AND TERMS OF PAYMENT; CLOSING ADJUSTMENTS	5
ARTICLE IV	TITLE	8
ARTICLE V	ESCROW AND CLOSING	9
ARTICLE VI	ENVIRONMENTAL MATTERS	11
ARTICLE VII	WARRANTIES AND REPRESENTATIONS	12
ARTICLE VIII	ASSIGNMENT	13
ARTICLE IX	BROKERAGE	13
ARTICLE X	DEFAULT	14
ARTICLE XI	NO JOINT VENTURE	15
ARTICLE XII	MISCELLANEOUS	15
ARTICLE XIII	ESCROW TERMS	20
ARTICLE XIV	LITIGATION	21

EXHIBITS [CHECK AS APPROPRIATE]

[✓] A LEGAL DESCRIPTION
[✓] B NOTICE OF TERMINATION
[✓] C DEED
[✓] D AFFIDAVIT
[ ] E BILL OF SALE
[ ] F ASSIGNMENT AND ASSUMPTION AGREEMENT
[ ] G NOTICE TO TENANT
[ ] H NOTICE TO SERVICE CONTRACTOR

SCHEDULES

1. ADDITIONAL DEFINITIONS
2. PROPERTY SPECIFIC PROVISIONS
3. STATE SPECIFIC PROVISIONS
4. BUYER'S INSURANCE GUIDELINES

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

RL REGI FLORIDA, LLC, a Florida limited liability company ("**Seller**"), and ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS ("**Buyer**"), hereby agree as of the Effective Date that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the price herein set forth, the Property, as such term is defined in **Article I** of this Agreement.

ARTICLE I
DEFINED TERMS

1.1 Certain Definitions. As used herein, the following terms shall have the following meanings:

(a) "**Closing Date**" shall mean [check appropriate box]:

[ ] 2:00 P.M. Eastern time on the _____ day of _____, 201__; or

[X] the 30th day after the Feasibility Date.

(b) Intentionally Omitted.

(c) "**Disclosed Seller Broker**": N/A

(d) "**Disclosed Buyer Broker**": N/A

(e) "**Escrow Agent**" shall mean [check appropriate box]:

[ ] _____, having an address of _____; Attention: _____, Telephone Number _____, Facsimile Number _____, E-mail Address: _____; or

[X] the Title Company identified below.

(f) "**Feasibility Date**" shall mean 5:00 p.m. Eastern time on [check appropriate box]:

[ ] the _____ day of _____, 201__; or

[X] the 30th day after the Effective Date.

(g) "**Purchase Price**" shall mean $1,235,000.00.

(h) "**Title Company**" shall mean North American National Title Solutions, with its office located at 700 NW 107 Avenue, Suite 300, Miami, FL 33172; Contact Person – Irma Reyes; Telephone Number (305) 229-6500 ext. 6011; Facsimile Number (877) 678-2057; Email Address: ireyes@nants.com.

1.2 Other Defined Terms. Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein, including as set forth in **Schedule 1** attached hereto.

ARTICLE II
CONDITION OF PROPERTY

2.1 Information Regarding Property. Seller has provided and may in the future provide to Buyer and/or Buyer's agents and consultants documents and information pertaining to the Property. All of such information and documentation is provided simply as an accommodation to Buyer, and Seller makes no representations as to their accuracy or completeness. Buyer understands that some of the foregoing documents were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Buyer any of Seller's internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.

2.2 Due Diligence and Right to Cancel. Buyer's obligations hereunder are expressly subject to Buyer's approval of the Property in all respects, including, but not limited to, economic feasibility, financing, zoning, the local government comprehensive plan, redevelopment potential, structural components of any improvements, governmental restrictions and requirements, availability of utilities, concurrency issues, physical condition, subsoil conditions, environmental matters, and such other matters as may be of concern to Buyer. Buyer shall have until the Feasibility Date in which to determine whether the Property is acceptable to Buyer, in its sole discretion, in all respects. If Buyer finds the Property to be unacceptable and elects not to proceed with the transaction contemplated hereby, Buyer shall, on or before the Feasibility Date, give written notice of termination to Seller in the form attached hereto as **Exhibit B** (the "**Termination Notice**"), signed by Buyer. Concurrently with such Termination Notice, Buyer shall deliver to Seller originals or copies of all Due Diligence Reports. Conditioned upon Seller's timely receipt of the Termination Notice and originals or copies of the Due Diligence Reports, neither party shall have any further rights or obligations hereunder, except, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination. If Buyer does not timely deliver the Termination Notice and originals or copies of the Due Diligence Reports prior to or on the Feasibility Date, this Agreement shall remain in full force and effect.

2.3 Access. Until the Feasibility Date (and thereafter if this Agreement is not terminated), Buyer and Buyer's agents and Outside Contractors shall be entitled to enter upon the Property at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, however, Buyer agrees not to cause any damage or make any physical changes to the Property or interfere with the rights of Tenants or others who may have a legal right to use or occupy the Property. Seller or its representative shall have the right to be present to observe any testing or other inspection performed on the Property (and Buyer shall provide Seller with reasonable advance notice of all testing and inspections to be performed on the Property). Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing.

(a) Seller acknowledges that Buyer is self-insured and does not maintain separate commercial general liability insurance.

(b) Buyer's agents and Outside Contractors (which shall not include agencies, departments, divisions or employees of Buyer) shall maintain at all times during their entry upon the Property, insurance in accordance with Buyer's insurance guidelines set forth in **Schedule 4** attached hereto. Each policy of insurance shall name Seller as an additional insured party, with such coverage being primary whether or not the Seller holds other policies of insurance. Buyer's agents and/or Outside Contractors shall deliver a certificate issued by the insurance carrier of each such policy to Seller prior to entry upon the Property.

2.4 Restoration and Other Obligations. Buyer, as a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, acknowledges that it shall be responsible for its negligent or wrongful acts or omissions, and those of its officials, employees, and agents, and that its shall promptly reimburse Seller for its damages, liabilities, claims, or losses to the extent that these are caused by its negligent or wrongful acts or omissions arising out of or related to Buyer's inspection, examination and inquiry of or on the Property. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes. The provisions of this Section shall survive the Closing or termination of this Agreement.

2.5 Buyer's Obligations with Respect to Inspections. If Buyer or its agents, employees or Outside Contractors take any sample from the Property in connection with any testing, Buyer shall, upon the request of Seller, provide to Seller a portion of such sample being tested to allow Seller, if it so chooses, to perform its own testing. Buyer shall restore the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Property, but in no event later than ten (10) days after the damage occurs. Buyer shall promptly pay for all inspections upon the rendering of statements therefor. Buyer shall not suffer or permit the filing of any liens against the Property and if any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall (a) deliver all of the Due Diligence Reports to Seller at no cost to Seller; and (b) remain obligated with respect to the other obligations contained in this Agreement. The provisions of this Section shall survive the Closing or termination of this Agreement.

2.6 Condition of the Property. If this Agreement is not terminated pursuant to **Section 2.2** above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property in all respects. The following provisions shall thereupon be applicable and shall survive the Closing or termination of this Agreement:

(a) Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement: (i) Buyer is expressly purchasing

the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Buyer has undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Without limiting the generality of any of the foregoing, Buyer specifically acknowledges that Seller does not represent or in any way warrant the accuracy of any marketing information or pamphlets listing or describing the Property or the information, if any, provided by Seller to Buyer; and

(b) SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO: THE PROPERTY OR ITS CONSTRUCTION; DEFECTS CAUSED BY ACTS OF THE ORIGINAL SELLER, DEVELOPER, OR BUILDER OF THE PROPERTY, OR ANY SUPPLIER, CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN; DEFECTS PERTAINING TO STRUCTURAL ELEMENTS, SYSTEMS, EQUIPMENT, APPLIANCES, UTILITIES, OR FIXTURES RELATED TO THE PROPERTY; TAX LIABILITIES; ZONING; LAND VALUE; AVAILABILITY OF ACCESS OR UTILITIES; INGRESS OR EGRESS; GOVERNMENTAL APPROVALS; OR THE SOIL CONDITIONS OF THE REAL PROPERTY, REGARDLESS OF WHETHER SUCH CONDITIONS CURRENTLY EXIST OR EMERGE OVER TIME. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "**AS IS**" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS OR SELLER GROUP WITH RESPECT TO THE LAND OR PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT; and

(c) FURTHER AND WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE REAL PROPERTY (OR ANY PARCEL IN

PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THIS AGREEMENT AND THE DEED, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE REAL PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS. FURTHERMORE, BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHTS TO SUE ANY OF THE SELLER GROUP AND OF BUYER'S RIGHT TO CAUSE ANY OF THE SELLER GROUP TO BE JOINED IN AN ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO FEDERAL "**CERCLA**", "**RCRA**", AND "**SARA**" ACTS.

2.7 Maintenance of Property. Except as Buyer may otherwise consent in writing, until the Closing Date, unless this Agreement is sooner terminated, Seller shall: (i) carry on the business of the Property in the ordinary course and in a manner consistent with Seller's prior practices (including enter into new Leases or renewals or amendments of existing Leases); (ii) maintain the Property in its present condition and repair, ordinary wear and tear excepted and subject to the terms of **Section 12.2** hereof; (iii) maintain the existing insurance policies (if any) for the Property (and any replacements thereof) in full force and effect; (iv) not sell, transfer, encumber, mortgage or place any lien upon the Property or in any way create or consent to the creation of any title condition affecting the Property; and (v) not enter into any new Service Contracts unless they are cancelable upon thirty (30) days or less notice.

ARTICLE III
PURCHASE PRICE AND TERMS OF PAYMENT; CLOSING ADJUSTMENTS

3.1 Purchase Price. The total Purchase Price shall be the Purchase Price set forth in **Section 1.1** of this Agreement.

3.2 Deposit. No deposit is required for this transaction.

3.3 Payment of Purchase Price. The Purchase Price, subject to the prorations and adjustments set forth in this Agreement, shall be paid (i) by Buyer to Seller by wire transfer to Title Company's account at the time of Closing, and (ii) by the Title Company to Seller by wire transfer to Seller's account immediately upon Closing. Neither Seller nor any entity related to Seller in any way or for which Seller acts as a conduit for financing has any obligation to finance Buyer's purchase of the Property. Wired funds must be received in the Title Company's account prior to noon Eastern time on the Closing Date.

3.4 Closing Adjustments and Prorations. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Such adjustments and prorations shall include the following:

(a) Revenues and Expenses. Seller shall be entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the Prorations Date, and to the extent any revenues for the month of Closing are not collected prior to the Prorations Date, Seller shall be entitled to a credit for same at Closing. All revenues and expenses shall be prorated as of the Prorations Date. With respect to any delinquent rents or other delinquent revenue, Buyer shall use diligent and good faith efforts to collect the same after the Closing. All such collections of delinquent rents or other revenues in excess of the credit to Seller at Closing shall be remitted by Buyer to Seller promptly after receipt, but in any event not later than ten days after receipt. The foregoing shall not, however, prohibit or restrict Seller from attempting to collect in any lawful manner after the Closing any such delinquent rent or other delinquent revenue directly from the Tenant or other party owing such amounts. In any event the first monies collected from Tenants or other parties shall be applied to the rents and other revenues delinquent as of the Closing Date until the delinquency has been cured and such collections shall be remitted to Seller in accordance with the provisions hereof. The provisions of this Section shall survive Closing.

(b) Lease Prepayments and Security Deposits. Buyer shall receive credits against the Purchase Price at Closing for any unforfeited Security Deposits and any other money, together with any earned interest, in Seller's actual possession for the account of Tenants, including, all rental, utility, key, damage, and other deposits, and any prepaid rents paid to Seller by the Tenants; provided, however, that – at Seller's option – in the event that the Security Deposits are in a segregated account, Seller may transfer the account to Buyer in lieu of prorating such Security Deposits. Because Seller may have obtained title via foreclosure or deed in lieu of foreclosure (or from a lender which have obtained title via foreclosure or deed in lieu of foreclosure), Seller may not have obtained (or obtained credit for) Security Deposits as described in any Leases of the Property. In such event, Buyer will not obtain a credit for such Security Deposits against the Purchase Price.

(c) Taxes and Assessments; Pending and Certified Liens. Taxes and assessments for the year of Closing shall be prorated as of the Prorations Date based upon the amount of such taxes for the year of Closing, if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, if any, for the preceding year. If any tax proration shall be based upon the amount of taxes for the year preceding the year of Closing, such taxes shall not be reprorated after the tax bills for the year of Closing are received.

(i) The parties acknowledge and agree that Buyer, as a political subdivision of the State of Florida, is exempt from the payment of real estate taxes and assessments. In accordance with the provisions of Section 196.295, Florida Statutes, at Closing Seller shall place in escrow with the Escambia County Tax Collector an amount equal to the ad valorem taxes due for the year of Closing prorated as of the Prorations Date. Such amount shall be used to pay any ad valorem taxes due for the year of Closing and the remainder of the taxes which would

otherwise have been due for the year of Closing shall stand canceled in accordance with the provisions of Section 196.295, Florida Statutes.

(ii) Other assessments not included on the regular property tax bills, license fees for transferred licenses, and state or municipal fees and taxes for the Property for the applicable fiscal period during which Closing takes place shall be adjusted as of the Prorations Date on the basis of the most recent ascertainable assessments and rates, and shall be re-prorated as necessary pursuant to **subparagraph (f)** below.

(d) Utility Charges. Electric, water, sewer, gas, fuel, waste collection and removal and other utility and operating expenses relating to the Property shall be prorated as of the Prorations Date. It shall be assumed that the utility charges were incurred uniformly during the billing period in which the Closing occurs. If bills for the applicable period are unavailable, the amounts of such charges will be estimated based upon the latest known bills. Notwithstanding the foregoing, to the extent possible: (i) Seller and Buyer shall request the utility companies to read the meters as of the Prorations Date; (ii) Seller shall be responsible for all such utility charges incurred through the Prorations Date; (iii) Buyer shall make application to the various companies for the continuation of such services and the establishment of the required accounts in the name of Buyer effective from and after the Prorations Date; (iv) all prepaid deposits for utilities shall be refunded to Seller at or promptly after the time of Closing by the utility companies; and (v) it shall be Buyer's responsibility to make any utility deposits required for the continuation of such services from and after the Prorations Date; provided, however, that if any utility company keeps Seller's deposit (and transfers said deposit to Buyer), Seller shall receive a credit in the amount of the utility deposit at Closing.

(e) Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

(f) Reproration and Post-Closing Adjustments. In the event that any adjustments or prorations (other than real estate taxes) cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, the parties hereto agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omission or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing.

3.5 Costs and Expenses. Buyer shall pay all settlement/closing fees (not to exceed $595.00), all costs of recording, the title insurance premium for any title insurance policy and endorsements requested or required by Buyer, the costs of any survey or survey update obtained by Buyer, the cost of obtaining the Title Commitment, and the costs of all lien searches and other due diligence expenses in connection with the issuance of a title insurance policy. Seller shall pay for all documentary stamp, transfer and similar taxes in connection with the recording of the

Deed. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive the Closing.

ARTICLE IV
TITLE

4.1 Evidence of and Encumbrances upon Title. [X] Buyer [ ] Seller [check appropriate box] shall order a Title Commitment within five (5) Business Days of the Effective Date, and upon receipt thereof shall promptly deliver a copy of the Title Commitment to the other party. The Title Commitment shall be the basis upon which Buyer reviews the status of title to the Real Property. Buyer may deliver to Seller written objections to exceptions contained in the Title Commitment on or before the fifth (5th) Business Day prior to the Feasibility Date; provided, however, the following shall be deemed "**Acceptable Encumbrances**" and Buyer shall not have the right to object to Acceptable Encumbrances:

(a) Real property taxes and assessments for the year in which the sale and purchase shall be closed, which shall be prorated as provided for herein;

(b) The standard printed exceptions contained in owner's title insurance policies;

(c) Zoning and other regulatory laws and ordinances affecting the Property;

(d) Conditions, easements and restrictions of record;

(e) Any other matters of record that do not render title unmarketable; and

(f) Any matters that are approved in writing by Buyer or deemed approved by Buyer in accordance with this Agreement or that are caused or permitted by Buyer.

If Buyer timely delivers a written objection (a "**Title Objection**") to any item (other than an Acceptable Encumbrance), then Seller shall have the right - but not the obligation - to use commercially reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of sixty (60) days after receipt of the Title Objection (the "**Title Cure Period**") in which to do so (and if necessary the Closing Date shall be extended accordingly). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. If Seller shall be unwilling or unable to remove, discharge or correct such other liens, encumbrances or objections within such Title Cure Period, then Buyer may, at its option, no later than fifteen (15) days after Seller notifies Buyer of Seller's unwillingness or inability, either terminate this Agreement by delivering written notice of such election to Seller, or accept title in its then existing condition without reduction of the Purchase Price. If Buyer shall elect to terminate this Agreement pursuant to this Section, Buyer shall execute the Termination Notice and shall deliver the executed Termination Notice and the Due Diligence Reports to Seller, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated with respect to the obligations of this Agreement which specifically survive termination. If (i) Buyer fails timely to give written notice of any Title Objection to Seller, or (ii) Buyer fails to give the Termination Notice within fifteen

(15) days after Seller notifies Buyer of Seller's unwillingness or inability to cure any Title Objection (if applicable), all matters reflected on the Title Commitment shall be deemed to be Acceptable Encumbrances.

4.2 Survey. Prior to the Feasibility Date, Buyer may cause a survey of the Real Property to be prepared or updated at Buyer's sole cost and expense, and have a copy of same delivered to Seller. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller and the Title Company. If any encroachments or other matters not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller within the same time frame for providing Title Objections, in which case any such encroachment or other matter shall be treated in the same manner as a title defect pursuant to **Section 4.1** above. If, however, Buyer fails to obtain a survey or update or if Buyer obtains a survey or update but fails timely to give written notice of objection, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

4.3 Updated Title Commitment. On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Title Commitment. If the updated Title Commitment contains exceptions that do not constitute Acceptable Encumbrances, Buyer may deliver written objection thereto prior to Closing. If Buyer timely and properly files written objection to any such other item, then same shall be treated in the same manner as a title defect pursuant to **Section 4.1** above. If the updated Title Commitment contains no exceptions other than those reflected on the Title Commitment and other Acceptable Encumbrances, or if Buyer fails to give written notice of objection to Seller prior to Closing, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

ARTICLE V
ESCROW AND CLOSING

5.1 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent and/or the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

5.2 Time and Place. Closing shall take place on the Closing Date or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Title Company on or prior to the Closing Date; provided, however, that pursuant to **Sections 4.1 and 4.3,** Seller, at Seller's option, may extend the Closing Date for purposes of curing objections to the status of title that were timely and properly raised by Buyer. Buyer acknowledges that Seller may at Seller's option use closing proceeds to satisfy any mortgage or lien on the Property.

5.3 Seller's Deposit of Documents. At or before Closing, Seller shall prepare, and deposit or cause to be deposited into escrow with the Title Company the following items (which shall be in the form(s) attached as Exhibits, if such Exhibits are attached; and if not, in form sufficient to convey title to the Property and for the Title Company to delete the requirements of the Title Commitment, in accordance with the requirements of this Agreement):

(a) an executed Deed with respect to the Land, in the form of **Exhibit C** hereto (if attached), together with any State, County and local transfer tax declarations and forms required to be executed by Seller;

(b) an executed Affidavit in the form of **Exhibit D** hereto (if attached);

(c) an executed Bill of Sale (without warranties) with respect to the Personal Property, if any, in the form of **Exhibit E** hereto (if attached);

(d) two counterparts of an executed Assignment and Assumption Agreement with respect to the Intangible Property in the form of **Exhibit F** hereto (if attached), together with originals or copies of any Leases, Service Contracts and Permits, to the extent in Seller's possession (which such Leases, Service Contracts and Permits shall be delivered at Seller's property manager's office);

(e) a form letter executed by Seller to advise all Tenants under Leases in the form of **Exhibit G** hereto (if attached), and a form letter executed by Seller to advise all contractors under Service Contracts, if any, in the form of **Exhibit H** hereto (if attached), of the sale to Buyer;

(f) an executed Buyer - Seller Closing Statement reflecting all financial aspects of the transaction;

(g) as appropriate, all plans, specifications, permits, licenses and keys in Seller's actual possession with respect to the Property (which shall be delivered at Seller's property manager's office); and

(h) an executed Certificate of a senior officer of the sole member of Seller (or such sole member's manager), certifying as to the authority of Seller, its sole member (and, as appropriate, its manager), and as to the signatory of the Closing documents.

5.4 Buyer's Deposit of Documents. At or before Closing Buyer shall deposit or cause to be deposited into escrow the following:

(a) cash to close in the amount required by **Section 3.2**;

(b) any State, County and local transfer tax declarations and forms required to be executed by Buyer;

(c) two counterparts of an executed Assignment and Assumption Agreement (if the appropriate box is checked);

(d) an executed Buyer - Seller Closing Statement; and

(e) evidence reasonably satisfactory to Seller and the Title Company reflecting that all documents executed by Buyer at Closing were duly authorized and executed, and such other documentation as may be required by the Title Company in order to insure title to the Property.

5.5 Other Documents. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Title Company is hereby designated as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Title Company shall confirm its status as the "**Reporting Person**" in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.

5.6 Possession. Possession of the Property, subject to the Leases (if any), shall be surrendered to Buyer at the Closing.

ARTICLE VI
ENVIRONMENTAL MATTERS

6.1 Release. Without limiting the provisions of **Section 2.6**, Buyer acknowledges that Seller is not in any manner responsible to Buyer for the presence of any Hazardous Materials at, on, in, under or relating to the Property, if any. Buyer hereby specifically releases the Seller Group from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestos-containing materials at the Property. Each covenant, agreement, representation, and warranty of Buyer contained in this **Section 6.1** of this Agreement shall survive the Closing or termination of this Agreement.

6.2 Intentionally Omitted.

6.3 Confidentiality of Hazardous Materials Reports. Except as required by Chapter 119, Florida Statutes (the Florida Public Records Act), unless and until the Closing actually occurs, Buyer, its agents, consultants and employees shall keep confidential all Hazardous Materials Reports and other information, received or completed by Buyer in Buyer's independent factual, physical and legal examinations and inquiries of the Property, except that: (a) Buyer shall promptly after receipt provide Seller with a list of all Hazardous Materials Reports and other information, received or completed by Buyer and, upon (and only upon) Seller's request will promptly deliver copies thereof to Seller; and (b) Buyer may disclose same to its consultants if Buyer first obtains the agreement in writing of such consultants to keep such Hazardous Materials Reports and related documentation confidential. Unless and until the Closing actually

occurs, neither the contents nor the results of any test, report, analysis, opinion or other information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval, except as provided above. Furthermore, Buyer shall not disclose to Seller the contents or results of any Hazardous Materials Reports unless and until such time as Seller has requested copies of such Hazardous Materials Reports in writing. The provisions of this **Section 6.3** shall survive the termination of this Agreement.

ARTICLE VII
WARRANTIES AND REPRESENTATIONS

7.1 Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) Buyer is the type of entity set forth in the preamble to this Agreement, duly organized and in good standing under the laws of the state of its organization and is qualified to do business in the State; (c) all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out Buyer's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Buyer; and (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other Agreement to which Buyer may be a party or by which Buyer may be bound. The provisions of this Section shall survive the Closing.

7.2 Seller's Warranties and Representations. Seller warrants and represents that: (a) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) Seller is a limited liability company duly organized and in good standing under the laws of its state of formation; (c) all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; and (d) this Agreement has been duly authorized, executed and delivered by Seller. The provisions of this Section shall survive the Closing.

ARTICLE VIII
ASSIGNMENT

Buyer's reputation, experience, and financial status constitute a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever; except, however, that Buyer shall have the right to assign this Agreement, without Seller's consent, to an entity owned and controlled by Buyer or those that directly hold the ownership interests in Buyer; provided, however, any such assignment shall be binding on Seller only to the extent Buyer provides Seller with written intent to so assign, specifically naming the assignee and providing the signature block for the assignee, no later than ten (10) Business Days prior to Closing. If Buyer assigns this Agreement pursuant to the terms hereof: (a) the assignee shall be liable (jointly and severally with assignor) for all of Buyer's obligations hereunder; (b) the assignor (i.e., the original Buyer hereunder) shall remain obligated (but jointly and severally with assignee) with respect to all of Buyer's obligations

hereunder; and (c) the assignor and any assignee shall execute such instruments of assignment and assumption in such form as Seller may require in confirmation of the provisions hereof.

ARTICLE IX
BROKERAGE

Each of Buyer and Seller represents and warrants to the other that it has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction and that it has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. In the event Seller suffers any damages, liabilities, claims or losses, or is named in any suit, action or proceeding resulting from, arising from, or occasioned in whole or in part by a breach of the representation and warranty made by Buyer herein, Buyer acknowledges and agrees that Buyer shall be responsible for any such damages, liabilities, claims or losses suffered by Seller and shall reimburse Seller promptly upon demand for all reasonable costs and expenses so incurred by Seller. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes. The provisions of this Article shall survive the Closing and termination of this Agreement.

ARTICLE X
DEFAULT

10.1 Buyer's Default. If Buyer shall fail to close the transaction contemplated hereby as and when required or if Buyer shall otherwise be in default of its obligations hereunder prior to Closing, or if subsequent to Closing Buyer shall fail to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and remedies provided herein, shall be entitled to any and all remedies available at law or in equity excluding, however, specific performance.

10.2 Seller's Default. If this transaction shall not be closed because of default of Seller, this Agreement shall be terminated and neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated pursuant to the provisions hereof which survive termination; or Buyer shall have the right to sue for specific performance of this Agreement, provided that such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement, including without limitation Buyer's obligation to deliver sufficient proof to the Title Company and Seller that Buyer is ready, willing and able to close this transaction. The option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to damages. In the event Seller suffers any damages, liabilities, claims, losses or other costs and expenses of any and every kind whatsoever (collectively the "**Losses**") as a result of or arising out of Buyer wrongfully seeking, commencing and/or prosecuting a specific performance action against Seller or in any way wrongfully filing a lis pendens or similar action against the Property (which Losses shall include without limitation any amounts which would otherwise have been realized by Seller had Seller been able to sell, transfer or convey the Property to any other buyer free of any such specific performance, lis pendens or other similar action), Buyer acknowledges and

agrees that Buyer shall be responsible for any such damages, liabilities, claims or losses suffered by Seller. However, nothing in this Agreement shall be construed as a waiver of Buyer's sovereign immunity as defined in Section 768.28, Florida Statutes.

10.3 No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property that survive the Closing, except as specifically set forth herein. The provisions of this Section shall survive the Closing.

ARTICLE XI
NO JOINT VENTURE

Buyer acknowledges and agrees that neither Seller nor any other member of the Seller Group is a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller and Seller Group bear and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive the Closing.

ARTICLE XII
MISCELLANEOUS

12.1 Intentionally Omitted.

12.2 Risk of Loss. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property after the Effective Date or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property after the Effective Date.

(a) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of all or any portion of the Property which would materially interfere with the present use of such Property, then, in such event, Buyer shall have the right to terminate this Agreement by giving written notice to Seller in the form of the Termination Notice, together with copies or originals of all Due Diligence Reports, within ten (10) days after Buyer has received notice from Seller or otherwise learns of that event.

(i) Upon such termination and delivery of copies or originals of all Due Diligence Reports, neither party shall have any further rights or obligations hereunder; provided, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination.

(ii) If Buyer does not timely terminate this Agreement, then the Closing shall take place as provided herein and, at Closing, Seller shall assign to Buyer all interest of Seller in and to the insurance proceeds or condemnation awards payable to Seller on account of that event, less any expenses reasonably incurred by Seller before and/or after the Closing in processing and resolving the claim with the insurance company, including but not limited to reasonable attorneys' fees and costs (collectively, the "**Net Proceeds**"). At Closing, Seller shall receive a

credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event. Notwithstanding the foregoing, in the event that the amount of Net Proceeds exceeds the Purchase Price, Buyer shall only be entitled to a share of the Net Proceeds (the "**Buyer's Proceeds**") equal to the Purchase Price and Seller shall receive the balance of the Net Proceeds which exceed the Purchase Price (the "**Excess Proceeds**"); i.e., the term "**Buyer's Proceeds**" shall mean the lesser of the Net Proceeds and the Purchase Price.

(b) If after the Effective Date and prior to Closing there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost less than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of a portion of the Property which would not materially interfere with the present use of the Property, then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.

(c) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than fifty percent (50%) of the Purchase Price to repair, then, in such event, Seller shall have the right to terminate this Agreement by written notice thereof delivered to Buyer within ten (10) days after that event, together with an executed Termination Notice and the Due Diligence Reports. In such event, neither party shall have any further rights or obligations hereunder; provided, however, that Buyer shall remain obligated with respect to the obligations herein which specifically survive termination. If Seller does not timely terminate this Agreement, then (provided that Buyer has not terminated this Agreement as provided for in this Section), the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.

(d) Regardless of whether any of the Net Proceeds in connection with a casualty to the Property are assigned to Buyer at Closing in accordance with this **Section 12.2**, Seller shall retain the exclusive right to process and handle the claim with Seller's insurance company. Seller and Buyer agree to use good faith efforts to cooperate with each other in resolving any insurance claim, including as to the amount of the Net Proceeds, including, without limitation, promptly providing any and all materials requested by the insurance company and promptly responding to any and all inquiries from the insurance company. Seller shall not have the right to agree to the amount of Net Proceeds with the insurance company without the prior written consent of Buyer (which shall not be unreasonably withheld), unless the Net Proceeds are reasonably expected to equal or exceed the Purchase Price (in which case Seller shall have the right to negotiate and agree with the insurance company by itself, in its sole discretion). Upon payment by the insurance company on or after Closing, the Buyer's Proceeds shall be disbursed to Buyer and the Excess Proceeds, if any, shall be disbursed to Seller. Seller makes no representation or warranty with respect to the amount of the Net Proceeds that will be available from the insurance company in connection with any such casualty, including, without limitation,

whether Buyer will be entitled to the actual cash value or the replacement cost of the Property. The provisions of this paragraph shall survive the Closing.

12.3 Construction. The terms "**Seller**" and "**Buyer**" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "**including**" as used herein shall in all instances mean "**including, but not limited to**". The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

12.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, but having attached to it one or more additional signature pages. Electronically transmitted signatures on this Agreement, any amendment thereto, and on any notice given pursuant to it shall be effective as originals.

12.5 Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this Section shall survive the Closing.

12.6 Governing Law. The laws of the State (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.

12.7 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.

12.8 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by facsimile or other electronic

transmission, upon delivery (but only so long as a copy of the notice is also sent by another method provided for in this **Section 12.8**); (c) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; or (d) whether actually received or not, two (2) Business Days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER:	RL REGI FLORIDA, LLC c/o Rialto Capital Advisors, LLC 790 NW 107th Avenue Suite 400 Miami FL 33172 Attention: Kevin Borkenhagen Telephone No. 305-229-6562 Facsimile No. 305-485-2724 E-mail Address: kevin.borkenhagen@rialtocapital.com
WITH A COPY TO:	Bilzin Sumberg Baena Price & Axelrod LLP 1450 Brickell Avenue, 23rd Floor Miami, Florida 33131 Attention: Jon Chassen, Esq. Telephone No. 305-350-7270 Facsimile No. 305-351-2270 E-mail Address: jchassen@bilzin.com
TO BUYER:	Escambia County, Board of County Commissioners 3363 West Park Place Pensacola, Florida 32505 Attn: Larry Goodwin Telephone No. 850-595-3426 Facsimile No. _____ E-mail Address: LWGOODWI@co.escambia.fl.us
WITH A COPY TO:	Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, FL 32502 Attn: Stephen West, Esq. Telephone No. (850) 595-4970 Facsimile No. _____ E-mail Address: sgwest@co.escambia.fl.us

12.9 Entire Agreement; Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated

orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

12.10 Recording. This Agreement shall not be recorded in the official records of Escambia County and Buyer agrees that recording same in the official records of Escambia County constitutes a default by Buyer; provided, however, that nothing herein shall prohibit the Clerk of Escambia County from recording this Agreement in the minutes of the meetings of the Board of County Commissioners.

12.11 Exhibits and Schedules. The Exhibits and Schedules that are referenced in and/or attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

12.12 Time of the Essence. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

12.13 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

12.14 Back-Up Contract(s). Buyer understands that Seller may negotiate with other parties and may enter into one or more back-up contracts for the sale of the Property. Any back-up contract will be subject and subordinate to this Agreement so long as this Agreement is in full force and effect and Buyer is not in default hereunder.

12.15 Requisite Senior Management Approval. Prior to execution and delivery of this Agreement by Seller, this Agreement is subject to approval by Seller's senior management. Neither the submission of any proposal or this Agreement for examination to Buyer, nor any correspondence or course of dealing between Buyer and Seller shall constitute a reservation of or option for the Property or in any manner bind Seller. No contract or obligation on the part of Seller shall arise until this Agreement is approved by Seller's senior management and fully executed and unconditionally delivered by Seller. If, however, Seller executes and returns this Agreement to Buyer, the requirement for Senior Management Approval shall be deemed satisfied.

12.16 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, trustees, partners, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this paragraph shall apply equally and inure to the benefit of Seller's present and future officers, directors, trustees, shareholders, agents and employees, and their respective heirs, successors and assigns.

12.17 Mold Disclosure. Mold and/or other microscopic organisms can be found almost anywhere. They occur naturally in the environment and can grow on virtually any organic substance as long as moisture and oxygen are present. Mold and/or other microscopic organisms may cause property damage and/or health problems. Buyer acknowledges and agrees that Seller shall not be responsible for any damages, liabilities, claims or losses arising out of or relating to mold and/or other microscopic organisms at the Property including but not limited to property damages, personal injury, adverse health effects, loss of income, emotional distress, death, loss of use or loss of value and Buyer hereby releases Seller from the same. Buyer hereby acknowledges that it has read and understood this disclosure and release and agrees to the provisions contained herein. The provisions of this Section shall survive the Closing or termination of this Agreement.

12.18 Prohibited Persons. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("**EO13224**"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("**OFAC**") most current list of "**Specifically Designated National and Blocked Persons**" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports "**terrorism**," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "**Prohibited Person**"). Buyer covenants and agrees that neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Agreement.

ARTICLE XIII
INTENTIONALLY OMITTED

ARTICLE XIV
LITIGATION

14.1 Attorneys' Fees; Jurisdiction; Venue. In the event of any litigation arising out of or under this Agreement and/or out of Buyer's ownership, development or construction upon the Property,

each party shall bear its own attorneys' fees and costs, including at all appellate levels and in any bankruptcy proceeding. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the State and the United States District Courts located in the State in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the County. The provisions of this Section shall survive the Closing.

14.2 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

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IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

Signed, sealed and delivered in the presence of:

Signature: _____
Print Name: Katelyn Blanco

Signature: _____
Print Name: Jonathan Daharsi

SELLER

RL REGI FLORIDA, LLC, a Florida limited liability company

By: RL REGI Financial, LLC, a Florida limited liability company, its sole member

By: _____
Name: Anthony Seijas
Title: Vice President

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

BUYER

ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACTING BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Name: Gene M. Valentino, Chairman
Title: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL. SEAL

BCC Approved 06-10-2013

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date May 2, 2013

EXECUTION BY ESCROW AGENT

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of this Agreement.

North American National Title Solutions

By: _____
Name: _____
Title: _____

Date: _____ ___, 2013

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

GOVERNMENT LOT 1, LESS AND EXCEPT THE EAST 1980 FEET THEREOF, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS.

ALL OF THAT PORTION OF GOVERNMENT LOT 4, LYING EAST OF THE CENTER OF THE CHANNEL OF HERON BAYOU, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND NORTH OF THE NORTH LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN THAT CERTAIN DEED FROM E.C. MAXWELL TO THE STATE OF FLORIDA DATED OCTOBER 10, 1945 AND RECORDED IN DEED BOOK 213, PAGE 267, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS.

A RIGHT OF WAY OVER AND ALONG THE SOUTH 15 FEET OF THE NORTH 660 FEET OF GOVERNMENT LOT 5, LYING WEST OF STATE ROAD NO. 298, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

A PERPETUAL NON-EXCLUSIVE EASEMENT OVER AND UPON THE NORTH 20 FEET OF THE SOUTH 50 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY IN ESCAMBIA COUNTY, FLORIDA: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 2 DEGREES 04 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1,827.13 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 870.08 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 298 (LILLIAN HIGHWAY 66 FOOT RIGHT OF WAY) FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 452.05 FEET; THENCE SOUTH 1 DEGREES 58 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 498.03 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 141.68 FEET TO THE POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 298, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3,320.36 FEET A DELTA ANGLE OF 8 DEGREES 37 MINUTES 30 SECONDS (A CHORD DISTANCE OF 499.36 FEET, A CHORD BEARING OF NORTH 29 DEGREES 11 MINUTES 21 SECONDS EAST); THENCE ALONG ARC OF SAID CURVE FOR A DISTANCE OF 499.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33 DEGREES 30 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 89.59 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 31 WEST.

Parcel 2:

Commence at the Southeast corner of Section 16, Township 2 South, Range 31 West, Escambia County, Florida; thence North 2 degrees 04 minutes 00 seconds West along the East line of said Section 16 for a distance of 1827.13 feet; thence South 87 degrees 36 minutes 41 seconds West for a distance of 870.08 feet to the Westerly right of way line of State Road No. 298 (Lillian Highway 66 foot right of way) for the Point of Beginning; thence continue South 87 degrees 36 minutes 41 seconds West for a distance of 452.05 feet; thence South 1 degree 58 minutes 37 seconds East for a distance of 498.03 feet; thence North 87 degrees 37 minutes 06 seconds East for a distance of 141.68 feet to a point on the Westerly right of way line of said State Road No. 298, said point being on a curve concave to the Southeast having a radius of 3320.36 feet, a delta angle of 8 degrees 37 minutes 30 seconds (a chord distance of 499.36 feet, a chord bearing of North 29 degrees 11 minutes 21 seconds East); thence along the arc of said curve for a distance of 499.83 feet to the Point of Tangency; thence North 33 degrees 30 minutes 06 seconds East for a distance of 89.59 feet to the Point of Beginning.

Parcel 3:

A parcel of land lying in Section 19, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Begin at the most Southeast corner of Emerald Shores Subdivision as recorded in Plat Book 15 at Page 87 of the public records of said County; thence (the following 4 calls are along the South line of said Emerald Shores Subdivision) North 46°45'30" West for 208.01 feet (Plat Bearing and Distance North 49°35'19" West ~ 208.00 feet); thence North 43°14'33" East for 86.01 feet (Plat Bearing and Distance North 40°24'41" West ~ 86.00 feet); thence North 46°45'12" West for 221.01 feet (Plat Bearing and Distance North 49°35'19" West ~ 221.00 feet); thence North 62°49'46" West for 122.99 feet (Plat Bearing and Distance North 65°39'45" West ~ 123.00 feet); thence continue (the following 2 calls are along the South line of Emerald Shores 3rd Addition Subdivision as recorded in Plat Book 17 at page 4 of said County) North 62°49'46" West for 40.44 feet (Plat Bearing and Distance North 65°39'45" West ~ 40.17 feet); thence North 86°35'30" West for 587.01 feet (Plat Bearing and Distance North 89°28'16" West ~ 587.00 feet) to the Southwest corner of said Emerald Shores 3rd Addition Subdivision; thence South 02°56'41" West for 503.49 feet to the Southerly right-of-way line of a County Road (80' R/W) as recorded in Official Records Book 926 at page 196 of the public records of said County; thence South 88°28'57" West along said right-of-way line for 354.12 feet; thence departing said right-of-way line South 02°57'59" West for 865.94 feet to the South line of said Section 19; thence South 86°35'28" East along said South line for 562.11 feet to the West right-of-way line of Gulf Beach Highway ~ County Road No. 292-A (66' R/W); thence North 43°14'39" East along said West right-of-way line for 1187.58 feet to the Point of Beginning. Containing 26.37 acres, more or less.

LESS AND EXCEPT:

COMMENCE AT A 4"X 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO SOUTH 86 DEGREES 35 MINUTES 34 SECONDS EAST (S 86° 35' 34" E) ALONG THE SOUTH LINE OF SAID SECTION 19 A DISTANCE OF 1002.84 FEET TO A CAPPED IRON ROD (#6710) AND THE POINT OF BEGINNING; THENCE GO NORTH 02 DEGREES 59 MINUTES 42 SECONDS EAST (N 02° 59' 42" E) A DISTANCE OF 450.00 FEET; THENCE GO SOUTH 86 DEGREES 35 MINUTES 34 SECONDS EAST (S 86° 35' 34" E) A DISTANCE OF 300.00 FEET; THENCE GO SOUTH 02 DEGREES 59 MINUTES 42 SECONDS WEST (S 02° 59' 42" W) A DISTANCE OF 400.00 FEET; THENCE GO SOUTH 86 DEGREES 35 MINUTES 34 SECONDS EAST (S 86° 35' 34" E) PARALLEL TO SAID SOUTH SECTION LINE A DISTANCE OF 304.19 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GULF BEACH HIGHWAY (C.R. NO. 292-A; 66 R/W); THENCE GO SOUTH 43 DEGREES 14 MINUTES 39 SECONDS WEST (S 43° 14' 39" W) ALONG SAID NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 65.12 FEET TO SAID SOUTH SECTION LINE; THENCE GO NORTH 86 DEGREES 35 MINUTES 34 SECONDS WEST (N 86° 35' 34" W) ALONG SAID SOUTH SECTION LINE A DISTANCE OF 562.12 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 3.42 ACRES, MORE OR LESS.

Parcel 4:

Commercial Parcel "A" and Commercial Parcel "B", Emerald Shores, a subdivision according to plat recorded in Plat Book 15, page 87 of the public records of Escambia County, Florida.

EXHIBIT B

NOTICE OF TERMINATION OF AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

_____ ("**Buyer**") hereby executes this Notice of Termination of Agreement for Sale and Purchase of Property (this "**Notice of Termination**") as of this ___ day of _____, 201__ (the "**Termination Effective Date**").

RECITALS

A. Buyer and _____, a _____ ("**Seller**") entered into a certain Agreement for Sale and Purchase of Property dated _____, 201_ (the "**Contract**") pursuant to which Seller agreed to sell and Buyer agreed to purchase the Property (as such term is defined in the Contract).

B. Pursuant to this Notice of Termination, Buyer desires to terminate the Contract in accordance with the terms thereof.

NOW, THEREFORE, pursuant to this Notice of Termination and in accordance with the terms of the Contract, Buyer hereby notifies Seller and agrees as follows:

1. As of the Termination Effective Date, the Contract is terminated and of no further force and effect. Neither Buyer nor Seller shall have any further rights or obligations thereunder; provided, however, and notwithstanding the foregoing, Buyer acknowledges and agrees that Buyer shall remain obligated with respect to any and all obligations that by the express terms of the Contract are intended to survive termination of the Contract.

2. Buyer warrants and represents that it has previously or simultaneously herewith delivered to Seller all Due Diligence Reports (as such term is defined in the Contract).

3. Buyer hereby acknowledges and agrees that it has no right, title, claim or interest in and to the Property.

IN WITNESS WHEREOF, the Buyer has caused this Notice of Termination to be executed as of the Termination Effective Date.

Signed, sealed and delivered in the presence of:

_____, a _____

Signature:_____
Print Name:_____

By: _____
Name:
Title:

Signature:_____
Print Name:_____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_ by _____, as _____ of _____, a _____ _____, on behalf of the _____. He ___ is personally known to me or ___ has produced a driver's license as identification.

_____
Notary Public
Print Name:_____
Serial No. (if any):_____

EXHIBIT C

This instrument prepared by:
Jon Chassen, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective as of the ____ day of _____, 201___, between _____, **LLC** ("**Grantor**"), whose address is c/o _____, in favor of _____ ("**Grantee**"), whose address is _____ and whose taxpayer identification number is _____:

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars ($10.00), lawful money of the United States of America, to it in hand paid by Grantee, at or before the unsealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee and its successors and assigns forever, the parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of _____, State of _____, and more particularly described on the attached **Exhibit A** (the "**Property**").

Subject however, to:

(a) Real property taxes and assessments for the year _____ and thereafter;

(b) Zoning and other regulatory laws and ordinances affecting the Property;

(c) Matters that would be disclosed by an accurate survey;

(d) Any plat affecting the Property; and

(e) Easements, rights of way, limitations, conditions, covenants, restrictions, and other matters of record.

TOGETHER with all singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of any persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

_____, **LLC**, a _____ limited liability company

By: _____, a _____ limited liability company, its sole member

By: _____, a _____ limited liability company, its manager

Signature:_____
Print Name:_____

By:_____ (SEAL)
Name:
Title:

Signature:_____
Print Name:_____

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as _____ of _____, a _____ limited liability company, as manager of _____, a _____ limited liability company, the sole member of _____, **LLC**, a _____ limited liability company, on behalf of the company. He ___ is personally known to me or ___ has produced a driver's license as identification.

_____
Notary Public
Print Name:_____
Serial No. (if any):_____

EXHIBIT D

AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____ ("**Affiant**") as _____ of _____, a _____ limited liability company, as manager of _____, a _____ limited liability company, the sole member of _____, **LLC**, a _____ limited liability company ("**Seller**"), who being by me first duly sworn, deposes and says:

1. Seller is this day conveying its rights, title and interest in and to the real property more particularly described on the attached **Exhibit A** hereto (the "**Property**") to _____, a _____ ("**Buyer**").

2. There have been no improvements, alterations or repairs to the Property authorized by Seller for which the costs thereof remain unpaid; there are no construction, materialmen's or laborers' liens against the Property arising through work performed by or for Seller.

3. Pursuant to Section 1445 of the Internal Revenue Code, a transferee (buyer) of a U.S. Real property interest must withhold tax if the transferor (seller) is a foreign person. This Affidavit is given to inform Buyer that withholding of tax is not required upon Seller's disposition of a U.S. real property interest. Seller is not a nonresident alien for purposes of U.S. income taxation purposes.

Seller's U.S. taxpayer identifying number is _____.
Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement made here could be punished by fine, imprisonment or both.

4. There are no parties in possession of the Property other than the tenants set forth on the list of tenants attached as **Exhibit B** hereto.

5. There are no matters pending by or against Seller that could give rise to a lien that could attach to the Property between _____ __, 201__ at ____ __.m., the date of the last certification (the "**Last Certification Date**") of _____ Title Insurance Company (the "**Title Company**") Title Insurance Commitment No. _____ (the "**Commitment**") and the date of the recording of the deed (the "**Deed**") from Seller to Buyer. Seller has not executed, and will not execute, any instrument that would adversely affect the title to the Property except as contained in the Commitment. Seller will indemnify and hold Buyer and the Title Company harmless from all liens or title defects created by or against Seller subsequent to the Last Certification Date and prior to recordation of the Deed (provided, however, that Buyer

promptly instructs the Title Company to record the Deed and the Title Company promptly records the Deed).

6. Under penalties of perjury Affiant declares that he has examined this certification and to the best of his knowledge and belief it is true and complete.

FURTHER AFFIANT SAITH NOT.

_____, **LLC**, a _____ limited liability company

By: _____, a _____ limited liability company, its sole member

By: _____, a _____ limited liability company, its manager

By:_____ (SEAL)
Name:
Title:

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 201_, by _____, as _____ of _____, a _____ limited liability company, as manager of _____, a _____ limited liability company, the sole member of _____, **LLC**, a _____ limited liability company, on behalf of the company. He ___ is personally known to me or ___ has produced a driver's license as identification.

_____
Notary Public
Print Name:_____
Serial No. (if any):_____

EXHIBIT E

[INTENTIONALLY OMITTED]

EXHIBIT F

[INTENTIONALLY OMITTED]

EXHIBIT G

[INTENTIONALLY OMITTED]

EXHIBIT H

[INTENTIONALLY OMITTED]

SCHEDULE 1

ADDITIONAL DEFINITIONS

(a) "**Agreement**" shall mean this Agreement for Sale and Purchase of Property, executed by both Seller and Buyer.

(b) "**Business Day**" shall mean any day on which business is conducted by national banking institutions in Miami-Dade County, Florida.

(c) "**Closing**" shall mean the execution and delivery of the Deed, the Bill of Sale and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price.

(d) "**Confidentiality Agreement**" shall mean that certain Confidentiality Agreement, if any, concerning the Property executed by Buyer and delivered to Seller.

(e) "**County**" shall mean the County located in the State in which the Property is located.

(f) "**Deed**" shall mean the special warranty (or similar limited warranty) deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.

(g) "**Due Diligence Reports**" shall mean all reports, documents, studies, analyses, and other written information delivered by Seller to Buyer or obtained by Buyer with respect to the Property, including results of physical inspections, engineering studies, engineering drawings and specifications, surveys, Hazardous Materials Reports, soil tests, site plans, feasibility studies, market studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether obtained from governmental authorities or third parties); and all other work product generated by or for Buyer in connection with the Property. However, the term Due Diligence Reports shall specifically exclude any Hazardous Materials Reports unless and until such time as Seller has requested delivery of same in writing pursuant to the provisions of **Section 6.3** of the Agreement and such have in fact been delivered to Seller in connection with such request.

(h) "**Effective Date**" shall mean the date set forth on the cover page of this Agreement.

(i) "**General Intangibles**" shall mean any and all warranties, guaranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that relate to the Real Property or the Personal Property.

(j) "**Hazardous Materials**" shall mean any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term "**Hazardous Materials**" includes, without limitation, any substance regulated under

any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.

(k) "**Hazardous Materials Reports**" shall mean any and all studies, reports, analyses, information, or other written records regarding the presence or absence of Hazardous Materials at, on, in, under or relating to the Real Property.

(l) "**Intangible Property**" shall mean, to the extent the same is transferable by Seller, Seller's interest in the Leases, the Service Contracts, the Permits, the General Intangibles and any and all rights to the name of the improvements upon the Real Property.

(m) "**Land**" shall mean that certain parcel of real property located in the County and State, as more particularly described on the attached **Exhibit A.**

(n) "**Leases**" shall mean any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments and renewals thereof).

(o) "**Outside Contractors**" shall mean any and all contractors, subcontractors, vendors, surveyors, land planners, architects, engineers, suppliers, and/or consultants who are not agencies, departments, divisions or employees of Buyer.

(p) "**Permits**" shall mean any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Property.

(q) "**Personal Property**" shall mean all tangible personal property and fixtures owned by Seller and located on or attached to the Real Property. "**Personal Property**" does not include property owned by others such as Tenants under Leases or parties to Service Contracts.

(r) "**Property**" shall mean collectively the Real Property, the Personal Property and the Intangible Property.

(s) "**Prorations Date**" shall mean 12:01 a.m. local time (i.e., the time zone in which the Property is located) on the Closing Date.

(t) "**Real Property**" shall mean the Land together with Seller's interest in the buildings and other improvements and fixtures located thereon, together with all rights of ways, ingress and egress, easements, rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.

(u) "**Security Deposits**" shall mean the security deposits and prepaid rent specified in the Leases and which have not been previously forfeited by Tenants prior to the Closing Date. "**Security Deposits**" shall not include any security deposits or prepaid rent, whether or not provided for in the Leases, which were paid to Seller's predecessor(s) in interest to the Property and which were not delivered to Seller and are not in Seller's possession.

(v) "**Seller Group**" shall mean Seller and its member and manager and such member's trustee, master servicer, special servicer and certificate holders and their respective past, present, and future officers, directors, shareholders, general partners, limited partners, agents, representatives, heirs, successors, assigns and attorneys and their respective heirs, successors, and assigns.

(w) "**Service Contracts**" shall mean any and all written service, maintenance, supply, operating, or employment contracts or other agreements, however termed, affecting the use, ownership, maintenance, or operation of all or any part of the Property (but specifically excluding any Leases and any management agreements).

(x) "**State**" shall mean the state in which the Land is located.

(y) "**Tenants**" shall mean those persons or entities holding rights of tenants under Leases.

(z) "**Title Commitment**" shall mean the commitment for issuance of an owner's title insurance policy issued by the Title Company (or such other title insurance company licensed to do business in the State and selected by Buyer) in favor of Buyer in the full amount of the Purchase Price.

SCHEDULE 2

PROPERTY SPECIFIC PROVISIONS

Property. This is an agreement to purchase and sell land located in Escambia County, Florida consisting of approximately 33.8 acres of raw land, and all rights, privileges, easements and interests appurtenant thereto more particularly described on **Exhibit A**.

SCHEDULE 3

STATE SPECIFIC PROVISIONS

[FLORIDA]

Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantity, 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.

SCHEDULE 4

BUYER'S INSURANCE GUIDELINES

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the Buyer and Seller. 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 ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

These insurance requirements shall not limit the liability of the contractor. The Buyer and Seller do not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name the Buyer and Seller as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the contractor waives its right of recovery against the Buyer and Seller, to the extent permitted by its insurance policies.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary.

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 employers 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 employers liability limits of at least $100,000 each accident/$100,000 each employee/$500,000 policy limit for disease. The contractor shall also purchase any other coverage's required by law for the benefit of the employees.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which reflect the Buyer and Seller as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Buyer and Seller at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Buyer and Seller as least 15 days prior to coverage renewals.
If requested by the Buyer and Seller, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Buyer and Seller, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Out-of-County Travel

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, approving the "amended guest list," removing Commissioner Valentino, who is unable to attend due to a conflict, and authorizing out-of-County travel for Commissioner Grover C. Robinson IV to attend a dinner at the Florida Governor's Mansion on Thursday, June 13, 2013 (Funding: Fund 001, General Fund, Cost Center 110101, Object Code 54001).

III. FOR DISCUSSION

1. Property Acquisition

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the acquisition of property, located at 10836 Lillian Highway, for a public boat ramp facility:

A. Approving the purchase of three contiguous parcels of real property (totaling approximately 40 acres), located at 10836 Lillian Highway, for the higher of the two appraisals, at a value of $1,235,000, from RL REGI Florida, LLC, for a Public Boat Ramp Facility, in accordance with the terms and conditions contained in the *Agreement for Sale and Purchase of Property*;

B. Approving the *Agreement for Sale and Purchase of Property* for the acquisition of three contiguous parcels of real property located at 10836 Lillian Highway (totaling approximately 40 acres); and

C. Authorizing 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.

(Continued on Page 44)

RL REGI FLORIDA, LLC PROPERTY @ 10836 LILLIAN HIGHWAY / PROPOSED ACQUISITION

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 07/15/12 DISTRICT 1

3 CONTIGUOUS PARCELS OWNED BY RL REGI FLORIDA LLC / APPROXIMATELY 40.03 ACRES / GREEN APPRAISAL: $910,000 / BRANTLEY APPRAISAL: $1,235,000

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4758 **County Administrator's Report 14. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/08/2013
Issue: Federal Elections Activities Funds FY 2013/2014
From: David Stafford, Supervisor of Elections
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the Federal Elections Activities Grant Funds from the Department of State:

A. Certify that the County will match State Grant funds with $4,984.10 from the Supervisor of Elections' Fiscal Year 2012/2013 Budget; and

B. Authorize the Chairman to sign the Certificate Regarding Matching Funds and the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is $4,984.10. The match is included in the Supervisor of Elections' Fiscal Year 2012/2013 Budget under Cost Center 550101 and various Object Codes.

BACKGROUND:

The 2013 Legislature appropriated $2,000,000 specifically for federal elections activities. These funds will be distributed to the Supervisor of Elections pursuant to a formula based on active registered voters in each county as of the 2012 General Election, as certified by the Department of State. The amount for Escambia County is $33,227.35. The Legislature specified that these funds could be used for activities relating to federal election activities.

BUDGETARY IMPACT:

In order to receive the federal elections activities funds, the Legislature has required the Chairman of the Board of County Commissioners certify that the county will match the state funds with a 15% county match. Both the state funds and the county matching funds must be held in a separate account to be used solely for activities relating to federal elections. The required match for this grant is $4,984.10. The match is included in the Supervisor of Elections' FY 12/13 Budget under cost center 550101 and various object codes.

LEGAL CONSIDERATIONS/SIGN-OFF:

The documentation has been reviewed and approved by the County Legal Department.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

No county Supervisor of Elections shall receive funds pursuant to the agreement until the Board of County Commissioners certifies to the Department that the county will provide matching funds in an amount equal to 15% of the amount to be received by the state.

IMPLEMENTATION/COORDINATION:

This agreement will be implemented by the Supervisor of Elections.

Attachments

Legal Review and Memorandum

Attachment A

Attachment A-2 & A-4

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: 13-14 Federal Election Activities Fund

Date: 07/25/2013

Date due for placement on agenda: _____

Requested by David H. Stafford

Phone Number: 850-595-3910

(LEGAL DEPARTMENT USE ONLY)

Legal Review by _____

Date Received: July 25, 2013

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

MEMORANDUM

'13 JUL 24 3:39PM

To: Supervisors of Elections

From: Maria Matthews, Esq,
Director, Division of Elections

Date: July 18, 2013

Subject: FY 2013-14 Federal Election Activities Funds

The 2013 Legislature appropriated $2,000,000 from the Help America Vote Act funds. These funds are allocated and will be distributed to the Supervisors of Elections based on a formula using the number of active registered voters in each county as of the 2012 General Election's book closing.

These funds can only be spent for any of the following federal election activities:

- Voter education;
- Poll worker training;
- Standardizing election results reporting;
- Other federal election administration activities, as approved by the Department of State, such as implementing and maintaining the provisions of the Military and Overseas Voter Empowerment (MOVE) Act and the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA); or
- Any software or hardware technology, including but not limited to any emerging technology, that enhances or facilitates the delivery of absentee ballots, the casting and counting of valid votes, voting system audits or recount processes, and the certification of accurate and complete official election results. Such technology or any pilot program that uses such technology must first be certified or approved, whichever is applicable, by the Department of State. Additionally, before the Supervisor can receive and use funds to purchase emerging or enhancing technology in this category, the county supervisor of elections and the chairperson of the county governing body must certify that the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors including reducing the wait time at the polls during the early voting period and on election day for the next regularly scheduled general election.

Division of Elections
R.A. Gray Bldg., Rm. 316 • 500 S Bronough St. • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6200 • Facsimile: (850) 245-6217 elections.myflorida.com
Commemorating 500 years of Florida history **www.fla500.com**

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In order to receive and use these funds, you must execute the following documents which are attached:

- *Memorandum of Agreement, Receipt and Use of HAVA Funds for Federal Election Administration Activities*, MOA #2013-2014-0001 (Supervisor of Elections must sign)
- Attachment A, *Compliance Requirements*
- Attachment A-1, *Federal Election Activities Plan, form DS-DE 126* (Supervisor of Elections must complete and return)
  - Simply place an X in the box for the programs that you plan to carry out this fiscal year, and place an X in the box for the topics that apply to each activity. Please also put an X in the appropriate boxes indicating which funds will be used for each activity. There is no need to enter specific dollar amounts on the plan. The dollar amounts will be addressed when you submit your annual financial report due December 31, 2013. If you need to make any changes to your original plan, the revised plan must be submitted in advance of the purchase, in writing and approved by the Department of State.
- Attachment A-2,*Certificate Regarding Matching Funds, form DS-DE 127*
  - The Chairperson of the Board of County Commissioners must certify in writing that the county will match the state funds with a 15% county match. If the county governing body fails to appropriate the matching funds, the Supervisor must return or repay to the State a portion of the funds for which the matching funds applied. Both the federal funds and the county matching funds must be held in a separate interest bearing account to be used solely for federal election activities purposes.
- Attachment A-3, *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, ED form GCS-009* (Supervisor of Elections must sign)
- Attachment A-4, *Certificate of Equipment for Casting and Counting Ballots, form DS-DE 135* (if applicable, the Supervisor of Elections and the Chairperson of the Board of County Commissioners must sign)
- Attachment B, FY 2013-14 *Federal Election Activities Funds Spreadsheet.*

Please return all of these documents to the Division of Elections. You will be provided a copy of the agreement upon execution by the Division.

If you have any questions, please don't hesitate to contact me or the HAVA team.

MM/jd/ma

Enclosures

RECEIPT AND USE OF HAVA FUNDS
FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250 and The Honorable David H. Stafford, Supervisor of Elections ("Supervisor"), on behalf of Escambia County, P.O. Box 12601, Pensacola, FL 32591-2601. This agreement is effective as of the date fully executed by the parties.

I. GOVERNING LAW

The Department is authorized pursuant to specific appropriation 3106 of the 2013-2014 General Appropriations Act (see section 6, chapter 2013-040, Laws of Florida), to disburse a total of $2,000,000 from the Federal Grants Trust Fund (HAVA Account # 261011) to the county supervisors of elections for the fiscal year 2013-2014 ("FY 2013-2014 funds"). Therefore, funds are made available through section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401, Help America Vote Act Requirements Payments for improving the administration of federal elections.

II. SCOPE OF USE AND RESTRICTIONS

The funds granted shall be used for federal election administration activities as more specifically set forth in **paragraph 1 of Attachment A**, which is hereby incorporated by reference. In addition, the FY 2013-2014 funds shall:

- Be used to support election activities related only to federal elections (that is, elections in which a federal candidate is on the ballot). If any of these funds are used for an election in which a federal candidate is not on the ballot, the cost must be pro-rated for the portion of the expenditure that is allocable to a federal election.

- Not be used to support state or federal lobbying activities but this does not affect the right, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

- Not be distributed until the Supervisor first submits in accordance with **paragraph 2 of Attachment A**: 1) A Federal Election Activities plan (DS-DE 126, Revised 6/4/2013] that details the planned use of the funds; 2) Certification from the county governing body to provide matching funds equal to 15% of the HAVA funds received, [DS-DE 127, Revised 6/4/2013; 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form; and 4) if applicable, Certificate of Equipment for Casting and Counting Ballots (DS-DE 135, Effective 7/10/13). Any change, modification or deviation from the activities or expenses initially provided in the plan for use of the funds must be reviewed and approved by the Department prior to expenditure.

- Be placed in a separate interest bearing account in a qualified public depository as set out in section 280.03, Florida Statutes, and in accordance with accounting requirements as set forth in paragraphs 3 and 4 of **Attachment A**.

- Be reported timely and accounted for in accordance with this agreement and specifically paragraphs 5 and 6 of **Attachment A**, including any request for supplemental clarification or documentation.

III. DISBURSEMENT

The Department shall distribute to each eligible county supervisor of elections an amount equal to the funding level per voter multiplied by the number of active registered voters in the county for the 2012 General Election. The Supervisor shall receive a sum certain as outlined in **Attachment B**, incorporated by reference.

IV. MONITORING, AUDITS, AND REPORTING

The administration of resources awarded to the Supervisor is subject to the following monitoring, audits, and reporting:

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 (as revised), the Department may provide additional monitoring including on-site visits, and/or other procedures permitted under federal and state law. The Supervisor shall comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

The Department shall closely monitor the Supervisors' annual expenditure reports required by paragraph 5 of **Attachment A** to ensure that the Supervisors expend HAVA funds in accordance with approved plans and will require reimbursement for all expenditures not approved or otherwise authorized. Also, the Department shall ensure that Supervisors report the expenditures made with HAVA funds separately from expenditures made with county funds.

B. Audits

1. Federal audit/OMB Circular A-133 (as revised)

If the Supervisor expends $500,000 ($300,000 *for fiscal years ending before December 31, 2003)* or more in federal awards in its fiscal year, a single or program-specific audit must be conducted in accordance with the provisions of OMB Circular A-133 (as revised). This may be satisfied by an audit of the Supervisor of Elections conducted by the Auditor General in accordance with OMB Circular A-133 (as revised). In determining the federal awards expended in its fiscal year, the Supervisor shall consider <u>all</u> sources of federal awards. **Attachment A** indicates federal resources are being awarded under this Agreement. The determination of amounts of federal awards expended shall be in accordance with the guidelines established by OMB Circular A-133 (as revised). In connection with an audit herein, the Supervisor shall fulfill

the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133 (as revised).

If the Supervisor expends less than $500,000 (*$300,000 for fiscal years ending before December 31, 2003)* in federal awards in its fiscal year, an audit pursuant to OMB Circular A-133 (as revised), is optional. If the Supervisor elects to have an audit conducted in accordance with the provisions of OMB Circular A-133 (as revised), the cost of the audit must be paid from non-federal resources (i.e., from sources other than federal entities).

2. Other audits

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that such audit analysis, or review is appropriate, the Supervisor agrees to comply with any additional instructions provided by Department staff to the Supervisor regarding such process. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Supervisor did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Supervisor must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action. Additionally, the Department may withhold funds, otherwise due, in an amount sufficient to cover any costs associated with the limited scope audit or financial analysis or review to determine or ensure compliance.

The Supervisor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits of federal funds deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

For additional guidance to state and federal monitoring and auditing requirements, refer to: http://election.dos.state.fl.us/hava/index.shtml and http://www.eac.gov.

C. Reporting

Copies of financial reporting packages as described in section .320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Supervisor pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

Department of State *Division of Elections* *R.A. Gray Building, Ste 316* *500 S. Bronough Street* *Tallahassee, FL 32399-0250*	*Department of State* *Office of Inspector General* *R.A. Gray Bldg., Rm 406* *500 S. Bronough Street* *Tallahassee, FL 32399-0250*	*Auditor General's Office* *Room 401, Pepper Bldg* *111 West Madison St.* *Tallahassee, FL* *32399-1450*	*Federal Audit Clearinghouse* *Bureau of the Census* *1201 East 10th St.* *Jeffersonville, IN 47132*

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 (as revised).

Any reports, management letter, or other required information shall be submitted timely in accordance with OMB Circular A-133 (as revised), the Florida Single Audit Act, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable. When submitting financial reporting packages to the

Department for audits conducted in accordance with the aforementioned circular or Rules of the Auditor General, the Supervisor shall include within the information the date the Supervisor received the reporting package.

V. RECORD RETENTION

The Supervisor shall keep and maintain accurate and detailed records (e.g., invoices, receipts, and other documentation) sufficient to identify how and whether expenditures were used for authorized purposes, to support financial reporting, and to conduct audits as may be required or requested. The Supervisor shall retain in accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General these records for five fiscal years after the last report that all funds have been fully expended or funds are returned by the county, or three years after the date an audit report is issued, whichever is earlier. The Supervisor shall allow the Department or its designee, CFO, or Auditor General access to such records, including the audit working papers upon request. **Failure to provide adequate documentation shall result in a request to return the funds to the Department.**

VI. ENTIRETY OF THE AGREEMENT

All terms and conditions of this agreement are fully set forth in this document and attachments incorporated by reference and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

County Supervisor of Elections:

By: _____

_____
Printed name and title

_____
Witness

Date: _____

_____
County FEID Number

Department of State, Division of Elections

By: _____

_____
Printed name and title

_____
Witness

Date: _____

Please complete, sign & return this Agreement and the required certifications to:
Joyce Durbin, HAVA Funds Coordinator, Florida Department of State, Division of Elections, R.A. Gray Building, Room 316, 500 South Bronough Street, Tallahassee, Florida 32399-0250

Federal Program: Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 Help America Vote Act Requirements Payments

Compliance requirements applicable to the federal resources awarded under this agreement are as follows:

1. The Supervisor shall only use the FY 2013-2014 Funds (amount specified in Attachment B) for one or more of the following federal election administration activities:
   - Voter education;
   - Poll worker training;
   - Standardizing election results reporting;
   - Other federal election administration activities, as approved by the Department of State, such as implementing and maintaining the provisions of the Military and Overseas Voter Empowerment (MOVE) Act and the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA); or
   - Any software or hardware technology, including but not limited to any emerging technology, that enhances or facilitates the delivery of absentee ballots, the casting and counting of valid votes, voting system audits or recount processes, and the certification of accurate and complete official election results. Such technology or any pilot program that uses such technology must first be certified or approved, whichever is applicable, by the Department of State. Additionally, before the Supervisor can receive and use these funds to purchase emerging or enhancing technology in this category, the county supervisor of elections and the chairperson of the county governing body must certify that the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors including reducing the wait time at the polls during the early voting period and on election day for the next regularly scheduled general election. See Certificate of Equipment for Casting and Counting Ballots as set forth in the last bullet point in paragraph 2 of this attachment.

These are the acceptable uses for the funds under the categories listed above:

- Mailing or publishing sample ballots ***which must include additional information on voting procedures, voting rights or voting technology***;
- Voter information cards ***which must include additional voter education information on voting procedures, voting rights or voting technology***;
- Advertising or publications outlining voting procedures, voting rights or voting technology;
- Voting System demonstrations;
- Poll worker ***training*** stipends;
- Training materials for poll workers;
- Voter guides ***which must include voter education information concerning voting procedures, voting rights, or voting technology but shall not contain elected officials' contact information other than the supervisor's contact information***; or

- Maintaining online or web-based absentee ballot request and ballot tracking and precinct-finder system as relates to use in federal elections and for the costs for upgrades and future license fees and maintenance fees for the MOVE Act and other UOCAVA expenditures.

2. Prior to receipt of FY 2013-2014 funds under this Agreement, the Supervisor must additionally submit to the Department:

- *A Federal Election Activities Plan (DS-DE 126, Revised 6/4/2013) that contains a detailed description of the Supervisor's plan* to use the funds for federal election administration activities and include the source of funds (federal, county matching funds and other county funds (local) being used for each federal election activity set forth in the plan. This form is attached hereto as **Attachment A-1.**
- *A written certification* from the county governing body (e.g. Board of County Commissioners) (DS-DE 127, Revised 6/4/2013) that the county will provide *matching funds in the amount of 15%.* This form is attached hereto as **Attachment A-2.** If the county governing body fails to appropriate the matching funds, the Supervisor must return or repay to the State the portion of the funds for which the matching funds applied.
- *A completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions",* and attached hereto as **Attachment A-3.** [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]
- *A completed "Certificate of Equipment for Casting and Counting Ballots",* attached hereto as **Attachment A-4** (DS-DE 135, Effective 7/10/13). This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology in the last bullet under paragraph 1.

3. The Supervisor must establish and maintain the FY 2013-2014 funds in an interest bearing account **in a "qualified public depository" as required by section 280.03, Florida Statutes.** The Supervisor must segregate funds for federal election administration activities and required county matching dollars in a separate account established to hold only those funds. Any funds remaining at the end of the fiscal year shall remain in the account to be used for the same purposes for subsequent years or until such funds are fully expended.

Please note that separate public depository requirements apply under chapter 280, Florida Statutes, but are outside the scope of enforcement of this agreement. You will be required to execute and retain in your records a "Public Deposit Identification and Acknowledgment Form" (DFS-JI-11295) and to submit a Public Depositor Annual Report (DFS-J1-2009) to the Public Deposits Program, Florida Department of Financial Services. Refer to

http://www.fltreasury.org/ for forms; and for more information, contact the program administrator at: 850-413-3383 or 850-413-3324.

4. The Supervisor shall maintain separate accounting records for each of the funding sources identified under its plan submitted pursuant to paragraph 2.

5. The Supervisor shall submit the following written financial reports to the Department:

   - **One-time annual report** for all actual expenditures from the date of receipt through September 30, 2013. Report forms will be provided by the Department (DS-DE 128, Revised 7/5/11). The report must include documentation (such as appropriation statement, committee meeting minutes approving appropriation, or account statement) that the county governing body appropriated matching funds as certified under paragraph 2. Failure to appropriate the matching funds must be reported to the Department. **This report is due on or before December 31, 2013.**

Each financial report shall include the billing or itemized receipts in support of the expenditures for the services or products used to provide voter education concerning voting procedures voting rights or voting technology. If deemed necessary after review of a financial report, you may be asked and will be required to provide any requested supplemental documentation. For products, that may include a copy of or the actual product or publication and an indication of how many individual items were produced or printed, or for services, that may include a copy of or the actual newspaper article, audio recording, or video clip and/or template or transcript thereof, and an indication of how many times it was published, aired, or accessed, or a copy of the graphics template and content layout for a special created webpage.

   - **Annual remaining balance report** for unspent HAVA funds remaining on June 30 of each year being reported. The report form will be provided by the Department (DS-DE 129, Revised 7/5/11). **This report is due on or before July 31 of every year until such funds are fully expended.**

6. Copies of any reports or other submissions required by paragraphs 2 and 5 of this Attachment shall be submitted by or on behalf of the Supervisor directly to: Department of State, Division of Elections, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-0250.

State Resources Awarded to the Supervisor Under this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to section 215.97, Florida Statutes (Florida Single Audit Act): N/A

Compliance requirements applicable to state resources awarded pursuant to this Agreement are as follows: *N/A*

Certificate Regarding Matching Funds

I, _____, Chairman of the Board of County Commissioners of Escambia County, Florida, do hereby certify that the Board of County Commissioners will provide matching funds for the Federal Election Activities grant in county FY 2013-2014 to the Supervisor of Elections in an amount equal to at least 15% of the amount to be received from the state, which for Escambia County is $4,984.10. I understand that if the Board fails to appropriate the matching funds, all funds received from the state for this grant during the 2013-2014 state fiscal year will be required to be returned to the Department of State.

_____

Chairman, Board of County Commissioners
Gene M. Valentino, Chairman

_____

Date

Approved as to form and legal sufficiency.

By/Title: Asst. Co. Attorney
Date: July 26, 2013

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY:_____
DEPUTY CLERK

Certificate of Equipment for Casting and Counting Ballots

We, The Honorable David H. Stafford, Supervisor of Elections and _____Chairperson of Board of County Commissioners, of Escambia County, Florida, do hereby certify that prior to the receipt and use of fiscal year 2013-2014 HAVA funds for the purchase of State-approved or certified (whichever is applicable) emerging or enhancing software or hardware technology as allowable per Attachment A, the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors for the next regularly scheduled general election. If the Florida Department of State determines that there is insufficient equipment for casting and counting ballots for the next regularly scheduled general election as herein certified, we shall return the HAVA funds that were used to purchase other emerging or enhancing software and hardware technology to the State.

_____	_____
Supervisor of Elections	Chairman, Board of County Commissioners **Gene M. Valentino, Chairman**
_____	_____
Date	Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: BK ASST. CO. ATTORNEY
Date: JULY 26, 2013

DS-DE 135
Revised 7/10/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4751 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 08/08/2013
Issue: Selection of a Search Firm to Recruit for the County Administrator Position
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Selection of a Search Firm to Recruit for the County Administrator Position - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board take the following action concerning the selection of a recruiting firm:

A. Award a Contract to a recruiting firm, selected from the submitted proposals, to recruit candidates for the County Administrator position for the Escambia County Board of County Commissioners;

(THE PROPOSALS WILL BE DISTRIBUTED UNDER SEPARATE COVER.)

B. Authorize the expenditure of up to $45,000 to pay for the search firm fees, expenses and candidates' travel, and interview expenses; and

C. Authorize the Chairman to execute the Agreement, subject to Legal review and approval. (The Agreement will be drafted upon approval of this Board action.)

BACKGROUND:

The Board of County Commissioners directed staff to seek proposals from qualified search firms to complete the search for a County Administrator. Five search firms were directly solicited (Bob Murray and Associates, CA and FL; The Mercer Group, GA and FL; Colin Baenzinger and Associates, FL; Slavin Management Consultants, Inc., GA; and Waters-Oldani Executive Recruitment, TX). The Office of Purchasing also published a notification of Request to Quote to registered vendors.

BUDGETARY IMPACT:

The search firm fees, expenses and candidates travel and interview expenses up to $45,000. Funding for these costs need to be approved.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Select and approve a search firm to conduct the search for the County Administrator, authorize the Chair, Escambia County Board of County Commissioners to execute agreement for services after legal review and authorize sufficient expenditures to pay the costs for the recruiting firm and related costs of securing a County Administrator not to exceed $45,000.

IMPLEMENTATION/COORDINATION:

Staff will support the search as directed by the Board.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4720 **County Attorney's Report** **14. 1.**
BCC Regular Meeting **Action**

Meeting Date: 08/08/2013
Issue: Schedule a Public Hearing to Consider Amending Volume 1, Chapter 90, Article II, Section 90-57(4) providing for allocations of Tourist Development Tax
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on September 5, 2013, at 5:31 p.m. to Consider Amending Volume 1, Chapter 90, Article II, Section 90-57(4) of the Escambia County Code of Ordinances Providing Allocation of Tourist Development Tax Revenues for the Renewal and Replacement Fund for the Pensacola Civic Center.

That the Board authorize scheduling a public hearing on September 5, 2013, at 5:31 p.m. to consider amending Volume 1, Chapter 90, Article II, Section 90-57(4) of the Escambia County Code of Ordinances to remove the allocation of Tourist Development Tax Revenues for the renewal and replacement fund for the Pensacola Civic Center.

BACKGROUND:

The Board discussed this issue at the July 18, 2013, Committee of the Whole and directed the Tourist Development Tax Ordinance be amended so that $200,000 of tourist development tax is not required toward Pensacola Bay Center maintenance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was prepared by Assistant County Attorney, Kristin D. Hual, and will be advertised in the Saturday Edition of the Pensacola News Journal on August 10, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NUMBER 2013-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 90, ARTICLE II, DIVISION 2, SECTION 90-57(4) OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ALLOCATIONS OF TOURIST DEVELOPMENT TAX REVENUES PURSUANT TO THE TOURIST DEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners finds that the County's ordinance relating to allocations of Tourist Development Tax Revenues pursuant to the Tourist Development Plan for the renewal and replacement fund for the Pensacola Civic Center requires amendment whereby the allocation of said revenues has been revised; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment of Chapter 90, Article II, Division 2, Section 90-57(4) providing allocations of Tourist Development Tax Revenues for the renewal and replacement fund for the Pensacola Civic Center serves an important public purpose.

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

Section 1. That Volume I, Chapter 90, Article II, Division 2, Section 90-57(4) of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 90-57. Tourist development plan adopted.

The tax revenues received pursuant to this article shall be used to fund the county tourist development plan, which is hereby adopted as follows:

(1) *Anticipated revenue.* Each one percent of the tourist development tax levied by this article is anticipated to annually produce approximately $996,446.00 in revenue.

(2) *Tax district.* The tax district in which the tourist development tax is proposed is the entire area of the county.

(3) *Components.* The components of the tourist development plan are as follows, in order of priority:

a. The acquisition, construction, extension, enlargement, remodeling, repair, improvement, maintenance, operation or promotion of one or more publicly owned and operated civic arenas/sports-cultural-convention complexes within the boundaries of the county.

b. The financing of beach improvement, maintenance, renourishment, restoration and erosion control, including shoreline protection, enhancement, cleanup or restoration of tourist facilities at Pensacola Beach and Perdido Key.

c. The promotion, development and advertisement of county tourism in the state and nationally and internationally.

d. The additional uses set forth in F.S. § 125.0104(3)(1) and 5(a), (b) or (c).

A portion of the tax revenues shall be allocated to each of these components, according to the relative need for emphasis upon and among the components. The tourist council shall conduct a continuing review of the progress of the plan, the effectiveness of the current allocation of tax revenues and the problems and

DRAFT

deficiencies of the plan in order to make recommendations to the board of county commissioners for changes in the plan, including the addition of new components or the redefinition of the existing components.

(4) *Allocations.* The tourist development tax revenues will be allocated and applied only in order of priority as follows:

a. The acquisition, construction, extension enlargement, remodeling, repair, improvement, maintenance, operation, and promotion directly through county ownership or management or indirectly through service contracts and leases with public or private owners or managers, civic arenas-sports/cultural/convention complexes within the boundaries of the county, including any payments required in respect of debt service on obligations incurred for such purposes. Except to the extent required to make up any deficiencies in the payment of the costs of operation or maintenance of the civic arena from the tourist development tax, any operating revenues from the civic center shall be remitted to the county and used for any lawful purpose.

1. Pursuant to Laws of Fla., ch. 91-310, which redefined the boundaries between the county and Santa Rosa County and provided for the continued collection of the tourist development tax in the county as it existed prior to the enactment until existing bond obligations have been satisfied, and pursuant to a final order upon stipulation in as much as the county refinanced the original bond obligations, 32 percent of the taxes generated in that portion of Santa Rosa County known as Navarre Beach, which lay in the county prior to Laws of Fla., ch. 91-310, but not to exceed $60,000.00, will be allocated and applied to pay debt service on the tourist development tax revenue bonds. Subject to subsection (4)a.2 of this section, all revenues collected from Navarre Beach remaining thereafter will be distributed to Santa Rosa County based on net receipts after payment of the cost of collection.

2. Notwithstanding subsection (4)a.1 of this section, in the event the tourist development tax revenues generated within the county are insufficient to pay debt service on the tourist development tax revenue bonds, the tourist development tax revenues generated from Navarre Beach shall be applied to the extent necessary to pay debt service on the tourist development tax revenue bonds.

b. The financing of beach improvement, maintenance, renourishment, restoration and erosion control, including shoreline protection, enhancement, cleanup or restoration of tourist facilities at Pensacola Beach and Perdido Key.

c. For the promotion, development, and advertisement of county tourism in the state and nationally and internationally, a minimum of 30 percent net of the collected tourist development tax remaining after payments in respect of any debt service and other authorized allocations under subsection (4)a of this section and after distributions to Santa Rosa County pursuant to subsection (4)a.1 and subsection (4)a.2 of this section and after any allocations under subsection (4)b of this section.

d. ~~Allocate a minimum of $200,000.00 annually (but not exceeding the tourist development tax remaining after payments provided for in subsections (4)a., b. and c. of this section) to the renewal and replacement fund for the Pensacola~~

DRAFT

~~Civic Center financed from the tourist development tax revenues. Notwithstanding the requirements of section 90-58, these funds may be used by the county for any capital project or equipment at the Pensacola Civic Center without review or approval of the tourist development council.~~

~~e.~~ Any unspent and unencumbered tourist development tax revenues at the end of any fiscal year will be transferred to the development account as provided in section 90-58 and used for any lawful purpose for tourist development tax revenues.

(5) *Amendment of plan.* The plan created and established in this section may not be amended except by an ordinance enacted by an affirmative vote of a majority plus one additional member of the board of county commissioners.

(6) *Use of fourth cent tax revenues.* Notwithstanding the foregoing list of priorities, any unspent and unencumbered funds from the fourth cent tax may be used for any purpose expressly set forth in F.S. § 125.0104(3)(l) or (5)(a), (b) and (c) and include in the tourist development plan.

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

Section 4. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS _____ DAY OF_____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4729 **County Attorney's Report** **14. 2.**
BCC Regular Meeting **Action**
Meeting Date: 08/08/2013
Issue: Settlement of Workers' Compensation Claim Involving Steven Bates
From: Ryan Ross, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Steven Bates.

That the Board approves a washout workers' compensation settlement on behalf of Steven Bates in the amount of $74,108.67, inclusive of attorney's fees and costs. In exchange for this settlement amount, Mr. Bates shall execute a voluntary resignation and general release of liability on behalf of Escambia County.

BACKGROUND:

Steven Bates sustained a compensable left knee injury in 1992. He underwent surgery and was placed at maximum medical improvement in 1994. In 2009, Mr. Bates injured his left knee again in a subsequent compensable accident while working for the Sheriff's Office. He underwent further surgery. Subsequent to these surgeries, Mr. Bates developed degenerative arthritis in his left knee. A series of physicians disagreed over how to apportion causation for the arthritic condition between the 1992 injury and the 2009 injury. Consequently, the Judge of Compensation Claims appointed an expert medical advisor to resolve these conflicts in opinions. In a very thorough 18-page report, the EMA physician, Dr. Mark Williams, opined that Mr. Bates has degenerative arthritis and suffered an acute injury in 2009. He further opined that the degenerative arthritis developed post-traumatically following the surgery in 1993 and that the post-traumatic arthritis was aggravated by the 2009 injury. He concluded that 50% of Mr. Bates' current knee condition and need for treatment was the result of the 1992 accident and 50% was a result of the 2009 accident. Under Chapter 440, Florida Statutes, Dr. Williams' opinion is presumed to be correct.

All of the treating physicians, IME physician and the EMA physician were in agreement that Mr. Bates will require a total knee replacement. Moreover, Mr. Bates is only 53 years old and thus it is likely that he will need two total knee replacements over the course of his lifetime. There would be temporary indemnity exposure for the recovery period surrounding any knee surgery. Further, given the possibility of a poor surgical result, there would also be the possibility of a permanent total disability claim. In addition, Mr. Bates also alleged he received demotions as a result of his even filing a workers' compensation claim. Although he has not yet filed any type of harassment or retaliation claim, this settlement closes out that possibility.

Based on the foregoing, the parties have agreed to settle the 1992 workers' compensation claim and any and all workers' compensation claims against the County for $74,108.67, inclusive of attorney's fees and costs. (The Sheriff's insurance carrier is paying a slightly lower amount ($73,508.97) due to a difference in statutory attorney's fees calculations based on the date of accident.) This settlement forecloses all workers' compensation claims against the County, and potential employment claims, harassment or retaliation claims, and eliminates the substantial risk of much greater financial exposure in the future.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4742 **County Attorney's Report** **14. 3.**
BCC Regular Meeting **Action**

Meeting Date: 08/08/2013
Issue: Ratifying a Letter Sent to Gerald E. Champagne, Sheriff's General Counsel, Concerning Contracts Relating to the Escambia County Jail
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratifying a Letter Sent to Gerald E. Champagne, Sheriff's General Counsel, Concerning Contracts Relating to the Escambia County Jail

That the Board ratify the attached letter sent to Gerald E. Champagne, General Counsel to the Sheriff, dated July 26, 2013, concerning contracts relating to the Escambia County Jail.

BACKGROUND:

The letter to Mr. Champagne is in response to his letter dated July 23, 2013, concerning the cancellation of contracts relating to the Escambia County Jail. Copy attached.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter Dated July 26, 2013
Letter Dated July 23, 2013

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

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

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

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

KRISTIN D. HUAL
Assistant County Attorney

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

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

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

July 26, 2013

Gerald E. Champagne, General Counsel
Escambia County Sheriff's Office
1700 West Leonard Street
Pensacola, FL 32501

Re: Contracts relating to the Escambia County Jail

Dear Gerry:

I received a copy of your correspondence dated July 23, 2013, in which you advised the Sheriff intends to terminate all contracts related to the Jail effective September 30, 2013. After reviewing the agreements you provided, the County is agreeable to the termination of the Sheriff's contracts with the expectation that the County will enter into new agreements with the relevant contractors effective October 1, 2013.

As for those contracts providing services applicable to both the Jail and the Sheriff's Office, we are in the process of negotiating with the individual contractors in an effort to establish individual accounts for services applicable to the Jail. There are, however, several software licensing agreements that would appear to be inextricably intertwined and must remain interactive as a cooperative system serving both entities.

After discussing the transition with the relevant providers and Commander Whitlock, the following licensing agreements are at issue: SmartCop; Power DMS; SHI Microsoft (primary); SHI Microsoft (Enterprise); SAFRAN/Morphotrak; and SouthData.

Rather than attempt to divide these services and establish separate licensing agreements, the County requests that the Sheriff maintain these agreements and allow the County to reimburse the Sheriff for services applicable solely to the Jail. The specific terms relating to this arrangement may be further delineated in the Memorandum of Understanding setting forth the respective responsibilities of the parties following transfer of the Jail facility.

Please advise as to whether the Sheriff is agreeable to the County's proposal concerning these agreements. Thank you for your attention to this matter.

Sincerely,

Alison P. Rogers
County Attorney

APR/ds

cc: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson, IV, District 4
Commissioner Steven L. Barry, District 5
Sheriff David Morgan
George Touart, Interim County Administrator

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

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

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

July 23, 2013;

Mr. George Touart
Interim County Administrator
Board of County Commissioners
221 Palafox Place
Pensacola FL 32502

Gentlemen:

Based on the fact that Escambia County will be assuming management and responsibility for the Escambia County Jail as of October 1, 2013, with respect to contracts relating solely to the Escambia County Jail, please be advised:

1. On July 31, 2013, the Sheriff intends to send notice of cancellation as of midnight, September 30, 2013 to:
   a. All contractors with the Jails whose contracts contain a 60 day notice of cancellation provision;
   b. The Police Benevolent Association, Inc., (for Detention Deputies and Direct Support staff assigned to the Jail);
   c. All contract employees assigned to the Jail (including all health care employees);
   d. All other personal service contractors whose contract involves service to the jail;
   e. All other contractors with the Jail whose contract does not contain a minimum notice of cancellation.

2. On August 15, 2013, the Sheriff intends to send notice of cancellation as of midnight, September 30, 2013, to:
   a. All contractors with the Jails whose contracts contain a 30 day notice of cancellation provision.
   b. All contractors with the Jail whose contracts are not included in paragraphs 1 through 3 above.

In addition, there are a number of contracts that are applicable to both the Jail and the Escambia County Sheriff's Office, for example cell phones, software license agreements, and similar agreements. On August 1, 2013, the Sheriff intends to send notice of cancellation as of midnight, September 30, 2013, of accounts, telephone lines, licenses, and similar arrangements to the appropriate contractor.

The Sheriff will take the above actions in the absence of an agreement to the contrary. The Sheriff is amenable to some alternate actions if requested by the County and agreed upon by the Sheriff. As of the date of this correspondence, there is no agreement between the Sheriff and the County to take any action with respect to these contracts other than cancellation pursuant to contract provisions. Should the County request that the Sheriff take any action other than cancellation as specified above, please provide a written proposal of the County's requested action a sufficient amount of time in advance of the above dates for the Sheriff to adequately consider the proposal.

Be advised that the Sheriff's position is that any such proposal must include a provision that the County will assume liability for any additional cost resulting from the action, and that the County will defend and indemnify the Sheriff against any legal action resulting from the County's requested action.

G. E. Champagne
General Counsel

Copy to:
Chairman, Gene Valentino
Commissioner Wilson Robertson
Commissioner Grover Robinson
Commissioner Steven Barry
Commissioner Lumon May
County Attorney, Ms. Alison Rogers, Esq.
Budget Director, Ms. A. Lovoy
Director of Corrections, Mr. Gordon Pike