

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – January 16, 2014 – 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 – Joe Miller, Pray for Pensacola.
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. Presentations:

A. Lt. Col. Carole Jewett, Civil Air Patrol (CAP), recognizing John S. Dosh, Manager, Escambia County Emergency Management Division, Public Safety Department, for working with CAP and providing space at the Public Safety building for its monthly meetings; and

B. Proclamation, adopted January 2, 2014, commending and congratulating Naomi Allen, Maggie Player, and Gillian Werner for their volunteerism, spirit of excellence and perseverance, and for their completion of their Soles4Soles service project that improved the lives of so many youths and others worldwide.

7. Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending Thomas E. Carlos, DVM, MS, for his outstanding and unselfish service to this community; and

B. The Proclamation offering the Board's support and endorsement of Mr. Brian Desloge in his quest to be elected the 2nd Vice President of NACo, and wishing him well in this endeavor.

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 the Cantonment Redevelopment Plan.

Recommendation: That the Board adopt the Cantonment Redevelopment Plan, as requested by the Community Redevelopment Agency.

10. 5:32 p.m. Public Hearing for consideration of adopting the Cantonment Redevelopment Trust Fund Ordinance.

Recommendation: That the Board take the following action concerning adoption of the Cantonment Redevelopment Trust Fund Ordinance:

A. Adopt the Cantonment Redevelopment Trust Fund Ordinance, as requested by the Community Redevelopment Agency; and

B. Authorize the Chairman to execute the Ordinance.

11. 5:33 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2013-2014 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #058, in the amount of \$65,411,440, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Detention/Jail Commissary Fund (111), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), Law Enforcement Trust (121), Escambia Affordable Housing (124), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), HUD Home Fund (147), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), FTA Capital Projects Fund (320), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

12. 5:34 p.m. Public Hearing for consideration of adopting an amended Noise Ordinance, Chapter 42, Article III, Sections 42-63 and 42-67, of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt an Ordinance amending the Noise Ordinance, Chapter 42, Article III, Sections 42-63 and 42-67, of the Escambia County Code of Ordinances, to define the Core Area of Santa Rosa Island (Pensacola Beach), and establish separate noise restrictions for the commercial and residential areas of Santa Rosa Island.

13. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held January 9, 2014, recommends that the Board take the following action:

A. Schedule the morning of January 30, 2014, for one-on-one interviews between the Commissioners and each of the five finalists for the County Administrator position, schedule a Special Board Meeting on January 30, 2014, at 1:00 p.m., for interviews with the full Board, and schedule a second Special Board Meeting on January 31, 2014, at 9:00 a.m., which will be canceled if a final decision is reached on January 30, 2014 (Item 3); and

B. Authorize staff to assist Target Zero with scheduling a community education forum on February 10, 2014, at a County facility, which will precede the "Just One Day" adoption event to be held at the Animal Shelter on February 11, 2014, and to present an evaluation to the Board at a later date, relative to discussion concerning *Animal Services - Participation with Target Zero Institute* (Item 4).

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 a Petition Appealing a Contractor Competency Board Decision

That the Board accept, for filing with the Board's Minutes, the *Petitioner/Complainant's Petition for Review of Contractor Competency Board Decision which Improvidently Granted a Stay of Pending Citation Appeal*, appealing the December 11, 2013, decision of the Escambia County Contractor Competency Board to grant a *Motion for Stay* of a pending citation appeal, which was filed with the Clerk's Office on December 31, 2013, via email, by Wayne Mitchell, Esquire, representing Albert McClammy, Complainant/Petitioner.

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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 2, 2014; and

B. Approve the Minutes of the Regular Board Meeting held January 2, 2014.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County Comprehensive Plan 2030.

That the Board of County Commissioners (BCC) review an Ordinance adopting a text amendment to the Escambia County Comprehensive Plan 2030, for transmittal to the Department of Economic Opportunity (DEO), with this hearing serving as the first of two required Public Hearings.

At the January 7, 2014, Planning Board meeting, the Board recommended approving transmittal to DEO.

2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 2

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to the Land Development Code (LDC) Article 2, "Administration", Section 2.08.02.E "Board of County Commissioners; review and action of rezonings".

At the January 7, 2014, Planning Board meeting, the Board recommended denial of this Ordinance.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

February 6, 2014

A. 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 January 7, 2014.

Case No.: Z-2013-24

Address: 2842 Nowak Dairy Rd

Property Reference No.: 36-1N-31-2000-000-000 and 36-1N-31-1200-000-000

Property Size: 47.98 (+/-) acres

From: VAG-2, Villages Agricultural Districts Gross Density (one du/five acres)

To: V-1, Villages Single-Family Residential Gross Density (one du/per acre)

FLU Category: MU-S, Suburban

Commissioner District 5

Requested by: Wiley C. "Buddy" Page, Agent for Anthony J. Monti Jr., Owner

Case No.: Z-2013-27

Address: 6111 W Nine Mile Rd

Property Reference No.: 06-1S-31-3401-002-001

Property Size: 1.5 (+/-) acres

From: R-R, Rural Residential District (cumulative), Low Density

To: C-1, Retail Commercial District (cumulative)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District 1

Requested by: Marty Donovan, Agent for Betty Jean Perkins, Owner

B. 5:46 p.m. - A Public Hearing - Minimum Lot Size

C. 5:47 p.m. - A Public Hearing - Article 2 and 3 - Park Trailers as Temporary Guest Residences Due to Medical Hardship

D. 5:48 p.m. - A Public Hearing - Article 3 and 6 - Defining and Providing for Material Recovery Facilities (MRF)

E. 5:49 p.m. - A Public Hearing - WCI - Declaration of Transfer of Density Ratification

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, November 21, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the November 21, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

2. Recommendation Concerning Enterprise Zone Development Agency Board Appointments - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning Enterprise Zone Development Agency (EZDA) Board Appointments:

A. Appoint Steven Littlejohn, Supervisor, Escambia County Environmental Code Enforcement, to fill the vacant Chair position, effective January 16, 2014;

B. Appoint Danita Andrews, Director of Business Development, Greater Pensacola Chamber of Commerce, as a Representative from the Local Chamber, to fill the remaining term of Scott Luth, effective January 16, 2014, through October 30, 2015;

C. Appoint Danita Andrews, Director of Business Development, Greater Pensacola Chamber of Commerce, to fill the vacant Vice Chair position, effective January 16, 2014;

D. Appoint Peggy F. Fowler, Pensacola Habitat for Humanity, as a Representative of a Non-Profit Organization Located in an Enterprise Zone, to fill the remaining term of Meredith Nunnari, effective January 16, 2014, through March 18, 2014, and appoint her to a subsequent four-year term, effective March 19, 2014, through March 18, 2018;

E. Appoint Commander Dale Tharp, Escambia County Sheriff's Office, as a Representative from the Local Law Enforcement Agency, to fill the remaining term of Larry Aiken, effective January 16, 2014, through October 30, 2015;

F. Appoint Rebecca Hale, Executive Director, Escambia-Pensacola Human Relations Commission, to serve a four-year term as an At-Large Representative, to fill the position previously held by Commissioner Lumon J. May, effective January 16, 2014, through January 16, 2018.

3. Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, Community & Environment Department Director

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

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

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

5. Recommendation Concerning an Appointment to the Council on Aging of West Florida, Inc. - George Touart, Interim County Administrator

That the Board confirm the appointment of Commissioner Lumon J. May to the Council on Aging of West Florida, Inc., to serve a two-year term, effective January 1, 2013, through December 31, 2015, as requested by John B. Clark, President/CEO.

6. Recommendation Concerning a Request for Disposition of Property for the Office of the Escambia County Property Appraiser - Chris Jones, Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

7. Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on December 11, 2013 - Donald R. Mayo, Interim Building Official/Department Director

That the Board approve the scheduling of an Appeal Hearing for February 6, 2014, at 5:32 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its December 11, 2013, meeting), as filed by Albert McLammy, Complainant/Petitioner, in the matter number: Citation 2013 7K / Complaint No.: UN130500203 - Timothy L. Duggins and Duggins Carpet Care, Inc.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Foreclosure on Property Located at 5520 Bob-O-Link Road - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure, based on the 2012 Code Enforcement Lien, in the amount of \$14,769, recorded in Official Records Book 6926, at Page 518, of the Public Records of Escambia County, Florida, on real property located at 5520 Bob-O-Link Road, Account Number 10-4149-400, Reference Number 14-3S-32-5000-780-001, with the current assessed value of \$12,598.

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

That the Board take the following action concerning Professional Services as Governed by Florida Statute 287.055:

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

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 281.5% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

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

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

3. Recommendation Concerning Rescinding the Board's Action of February 16, 2012, Relating to the Surplus and Sale of 130 Booker Lane - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action rescinding the surplus and sale of real property located at 130 Booker Lane:

A. Rescind the Board's action of February 16, 2012, concerning the surplus and sale of real property located at 130 Booker Lane that has escheated to the County:

1. Declaring surplus the Board's real property, Account Number 11-3994-000, Reference Number 16-1N-31-2114-000-001;

2. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$8,436, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

B. Authorize the use of real property located at 130 Booker Lane to be utilized by Escambia County as one of several parcels for use in the Carver Park Area Drainage Improvements Project by the Engineering Department; and

C. Approve the transfer of funds, in the amount of \$3,533.90, from Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #14EN2605, to the General Fund, to cover the hard costs associated with the 2007 Code Enforcement Lien.

4. Recommendation Concerning the Escambia County 4-H Center - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Escambia County 4-H Center:

A. Award a Contract, PD 12-13.068, Escambia County 4-H Center, to A.E. New, Jr., Inc., for the Base Bid for building and site construction, in the amount of \$1,366,500, and Bid Option 1, in the amount of \$36,800, Bid Option 2, in the amount of \$11,200, and Bid Option 13, in the amount of \$13,100, for a total of \$1,427,600, and authorize the Interim County Administrator to execute all Purchase Orders, \$50,000 or greater, for the Owner Direct Purchases; and

B. Authorize the increase in the Total Project Budget from \$1,500,000 to \$1,650,000, utilizing funds from the LOST (Local Option Sales Tax) reserves that will be appropriated for this purpose.

[Funding: Fund 352, Lost III, Cost Center 110267, Object Code 56201 - \$1,366,500, Object Code 56301 - \$61,100]

5. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 111 Lakewood Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 111 Lakewood Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kenneth and Maureen Horton, the owners of residential property located at 111 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,209, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

6. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 114 Lakewood Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Lakewood Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and James and Margaret French, the owners of residential property located at 114 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,325, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

7. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1003 Rue Max Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1003 Rue Max Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Jeanne Jackson, the owner of residential property located at 1003 Rue Max Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,132, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

8. Recommendation Concerning Cancellation of Five Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following five Lien cancellations, as the recipients have met their Grant requirements:

Property Owner	Property Address	Lien Amount
Eunice L. George	306 Southeast Kalash Road	\$1,377
John G. and Mary N. McKeon	228 Payne Road	\$1,700
Charles G. and Lois D. Nickels	223 Payne Road	\$ 982
Isobel Jacobs	214 Payne Road	\$6,000
Lee Anne Winchester	402 Frisco Road	\$5,500

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

9. Recommendation Concerning Cancellation of Five Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following five Commercial Facade, Landscape, and Infrastructure Grant Program Lien Cancellations, since the Grant recipients have met their Grant requirements:

Property Owner's Name	Property Address	Lien Amount
Tzy-Yn Hua	847 North Navy Boulevard	\$6,261
Gulf Coast Audio Visual Producers, Inc.	3720 North Pace Boulevard	\$10,000
Kim Rice	3107 Mobile Highway	\$9,631
Eugene S. Kerr	1002 North Navy Boulevard	\$10,000
LOJ, LLC	3740 North Pace Boulevard	\$10,000

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

10. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 3205 West Lee Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 3205 West Lee Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eva Roberts, the owner of residential property located at 3205 West Lee Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$3,730, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for electrical rewiring and replacing windows; and

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

11. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 114 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,145, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer and installing a new central heating and air conditioning system; and

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

12. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3221 Barrancas Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3221 Barrancas Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Grande Lagoon Marine, Inc., the owner of commercial property located at 3221 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through CDBG 2010, Fund 129, Cost Center 220435, Object Code 58301, for connecting to sanitary sewer, improving the parking lot, providing handicapped access, and installing fencing; and

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

13. Recommendation Concerning a Memorandum of Understanding between the Escambia County Community Redevelopment Agency and the Escambia County Sheriff's Office - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning a Memorandum of Understanding (MOU) between the Escambia County Community Redevelopment Agency and the Escambia County Sheriff's Office for Funding of Crime Prevention and Reduction Programs:

A. Approving the MOU that will provide for the implementation of a crime prevention and reduction program patrolling the Brownsville, Palafox and Warrington Community Redevelopment Districts; and

B. Authorizing the Chairman to sign the MOU.

[Funding: Fund 151, Community Redevelopment Fund, Cost Centers 220515 (Brownsville TIF), 220516 (Warrington TIF), and 220517 (Palafox TIF); Object Code 53401, Other Contractual Services, in the amount of \$15,000, per Redevelopment District]

14. Recommendation Concerning Voluntary Cleanup Tax Credit Application for the Mahogany Mill Road Boat Ramp Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Escambia County Board of County Commissioners Application for Voluntary Cleanup Tax Credit (VCTC) through the Florida Department of Environmental Protection (FDEP), for the environmental remediation of hazardous material contamination at the Mahogany Mill Road Boat Ramp Project, located at 1200 Mahogany Mill Road:

A. Approve the Application to the FDEP for VCTC, in the amount of \$101,950, for the remediation of hazardous material contamination at the Mahogany Mill Boat Ramp Project, located at 1200 Mahogany Mill Road; and

B. Authorize the Chairman to sign the Application and all related documents.

[Funding: In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

15. Recommendation Concerning Voluntary Cleanup Tax Credit Application for the Former Escambia County Mosquito Control Facility - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Escambia County Board of County Commissioners Application for Voluntary Cleanup Tax Credits (VCTC) through the Florida Department of Environmental Protection (FDEP), for the environmental remediation of hazardous contamination at the former Escambia County Mosquito Control Facility, located at 603 West Romana Street:

A. Approve the Application to the FDEP for the VCTC, in the amount of \$94,933.86, for the former Mosquito Control Facility, located at 603 West Romana Street; and

B. Authorize the Chairman to sign the Application and all relating documents.

[Funding: In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

16. Recommendation Concerning a Certificate of Need and Non-Exclusive Long Term Franchise Agreement for Mark Dunning Industries, Inc. - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning Mark Dunning Industries, Inc.:

A. Approve the Certificate of Need, permitting Mark Dunning Industries, Inc., to operate in Escambia County;

B. Approve the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste between Escambia County and Mark Dunning Industries, Inc.;

C. Authorize the Chairman to execute the Certificate of Need; and

D. Authorize the Interim County Administrator to execute the Franchise Agreement

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

17. Recommendation Concerning a Change Order to Moore Medical, LLC, for Medical Supplies and Equipment in Support of the Daily Operations of the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order Number 1, adding funds for medical supplies and equipment in direct support of the daily operations of the Emergency Medical Services Division for the Fiscal Year 2014, piggy-backing off the Unified Fire Authority (UFA), Contract UFA 12-122:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$80,000
Vendor:	Moore Medical, LLC
Project Name:	N/A
Contract:	N/A
PO#:	140187
CO#:	1
Original Award Amount:	\$15,000
Cumulative Amount of Change Orders through this CO:	\$80,000
New PO Total:	\$95,000

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

18. Recommendation Concerning a Change Order to Gulf Civil Engineering, LLC, for Design Services for Additions to Ashton Brosnaham Park and John R. Jones Park - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Gulf Civil Engineering, LLC, for Design Services for Additions to Ashton Brosnaham Park and John R. Jones Park:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$8,316.31
Vendor:	Gulf Civil Engineering, LLC
Project Name:	Ashton Brosnaham Park and John R. Jones Park
Contract:	PD 02-03.79.61.1.ENG
PO#:	131010
CO#:	3
Original Award Amount:	\$47,839.35
Cumulative Amount of Change Orders Through this CO:	\$ 8,316.31
New Contract Total:	\$56,155.66

[Funding Source: Fund 352, "LOST III," Cost Center 350229, Object Code 56301, Project #08PR0025, "Ashton Brosnaham Park"]

19. Recommendation Concerning the Solid Waste Management Department Vehicle Purchase #1 - Caterpillar Truck - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the NJPA Contract #060311-CAT, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application: exemptions; and Section 46-64, Board approval, and award a Purchase Order for one 2014 Caterpillar CT660S tractor, PD VE13-14.002, to Thompson Tractor Co., in the amount of \$128,303.40.

In accordance with Board policy regarding local preference, this purchase was posted on the Escambia County Website from November 13, 2013, through December 13, 2013. No offers were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

20. Recommendation Concerning Authorization to Reimburse Morgan Contracting, Inc., for Stabilization Efforts on Greenbrier Boulevard - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning stabilization efforts on Greenbrier Boulevard:

A. Authorize the reimbursement to Morgan Contracting, Inc., in the amount of \$45,612.35, for stabilization efforts on Greenbrier Boulevard; and

B. Authorize the acceptance of the General Release from Morgan Contracting, Inc., to compromise and settle the claim for payment of the sum of \$45,612.35.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #11EN0955]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Settlement of the Case of Eldreth v. Escambia County, FL, Case No. 2012 CA 003117, Escambia County Circuit Court.

That the Board take the following action:

A. Approve payment in the sum of \$60,000 to Cecil Eldreth in final settlement of the case styled Eldreth v. Escambia County, FL, Case No. 2012 CA 003117, Escambia County Circuit Court; and

B. Authorize the County Attorney's Office to accept a General Release and Hold Harmless Agreement executed by Cecil Eldreth; and

C. Authorize the County Attorney's Office to execute a Stipulation for Dismissal with Prejudice upon receipt of the executed General Release and Hold Harmless Agreement.

2. Recommendation Concerning the Scheduling of a Public Hearing on February 6, 2014, at 5:31 p.m., to Consider Adoption of a New Natural Gas Franchise Ordinance for the Town of Century, Florida.

That the Board authorize scheduling a Public Hearing on February 6, 2014, at 5:31 p.m. to consider adoption of a new natural gas franchise ordinance for the Town of Century, Florida.

3. Recommendation Concerning the Resolution Supporting Funding for Replanting Along the I-10 (SR 8)/ Scenic Highway (US 90) Interchange.

That the Board adopt and authorize the Chairman to execute the Resolution supporting the funding for the replanting of mature native flora and vegetation, relandscaping, and beautification of the I-10 (SR 8)/ Scenic Highway (US 90).

II. For Information

1. Recommendation Concerning *Thomas v. ConocoPhillips, Inc.* Class Action Settlement

That the Board accept the following information:

The County has received \$21,176.42 in proceeds from the Thomas v. ConocoPhillips, Inc. Class Action Lawsuit.

15. Items added to the agenda.
16. Announcements.
17. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5522

Proclamations 7.

BCC Regular Meeting

Meeting Date: 01/16/2014

Issue: Adoption of Proclamations

From: George Touart

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending Thomas E. Carlos, DVM, MS, for his outstanding and unselfish service to this community; and

B. The Proclamation offering the Board's support and endorsement of Mr. Brian Desloge in his quest to be elected the 2nd Vice President of NACo, and wishing him well in this endeavor.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, at approximately 11:27 hours on Sunday, December 1, 2013, an incident occurred resulting in the need for a boat to transport two Escambia County Sheriff's Deputies and a Fire Lieutenant and a Fire Medic, both of Escambia County Fire Rescue, to the center of Little Sabine Bay in an attempt to rescue a knife-wielding man who was repeatedly cutting himself; and

WHEREAS, Thomas E. Carlos, DVM, MS, Director of the Animal Hospital of Pensacola, saw this need and, in a display of strong interest in public safety, offered to ferry the first responders to the site in his personal pleasure craft; and

WHEREAS, because of Dr. Carlos's sacrifice of his time and pleasure craft, the deputies were able to respond in a timely manner and successfully persuaded the distressed, bleeding man to drop his knife and board the vessel so he could be transported to shore and, ultimately, to the hospital for treatment of his wounds; and

WHEREAS, although as a result of this transport, the boat deck was contaminated with the blood of the rescued man, Dr. Carlos refused the offer of Escambia County Fire Rescue to clean the boat deck, making instead a counter-offer of a donation to the Fire Department, which was also declined; and

WHEREAS, on that fateful day, Dr. Carlos proved himself through word and deed to be an outstanding citizen and a gentlemen of the highest caliber.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends Thomas E. Carlos, DVM, MS, for his outstanding and unselfish service to this community.

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

Lumon J. May, Chairman, District Three

**Steven L. Barry, Vice Chairman
District Five**

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Gene M. Valentino, District Two

ATTEST: *Pam Childers*
Clerk of the Circuit Court

Deputy Clerk

Adopted: January 16, 2013

PROCLAMATION

WHEREAS, Brian Desloge has represented the residents of Leon County for the past seven years in a variety of public service positions; and

WHEREAS, during that time frame, he has been President of the Florida Association of Counties (FAC), which represents all 67 Counties in the State of Florida; and

WHEREAS, in 2006, Mr. Desloge worked with three colleagues to start "The Village Square", an organization which is dedicated to restoring civil and factual discourse to the community. "The Village Square" has successfully hosted vigorous and thoughtful discussions in a variety of town hall settings. This model is now being emulated nationwide; and

WHEREAS, one of Mr. Desloge's philosophies is that by focusing on the strength of diversity within a civil debate, opportunities can be created for real solutions to the challenges facing communities and the Nation; and

WHEREAS, Mr. Desloge strongly believes that civility, opportunity, and diversity are emblematic of his broader commitment to collaborate with leaders of every background to promote sensible solutions to the largest of challenges; and

WHEREAS, for the past six years, Mr. Desloge has served in various positions throughout the National Association of Counties (NACo), including serving as a Board Member of NACo, a member of the Financial Services Corporation Advisory Committee and the Behavioral Health Subcommittee, and is a graduate of the County Leadership Institute; and

WHEREAS, prior to his tenure in public service, Mr. Desloge helped start and served as President of Desloge Home Oxygen & Medical Equipment, which is a Tallahassee company that grew and expanded to the extent it was ultimately included in the prestigious INC. 500 List. This list recognizes the fastest growing privately held companies in the United States; and

WHEREAS, Mr. Desloge feels his experiences with NACo and FAC, along with his tenure as Leon County Commissioner, business owner, and community leader has helped prepare him to serve as NACo's 2nd Vice President.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, would like to offer its support and endorsement of Mr. Brian Desloge in his quest to be elected the 2nd Vice President of NACo and wishes him well in this endeavor.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Gene M. Valentino, District Two

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: January 16, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5544

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 01/16/2014

Issue: 5:31 p.m. Public Hearing to Adopt the Cantonment Redevelopment Plan

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting the Cantonment Redevelopment Plan.

Recommendation: That the Board adopt the Cantonment Redevelopment Plan, as requested by the Community Redevelopment Agency.

BACKGROUND:

On November 18, 2010, the Escambia County Board of County Commissioners adopted a Resolution (R2010-204) creating the Cantonment Redevelopment Area District. The attached Cantonment Redevelopment Plan provides a framework for coordinating and facilitating public and private redevelopment of the area.

Chapter 163.360(4) F.S. requires that the Community Redevelopment Agency (CRA) submit the Plan to the local planning agency for recommendation with respect to the conformity with the local comprehensive plan. On December 2, 2013, the Planning Board reviewed the Cantonment Redevelopment Plan and found it to be in compliance with the Comprehensive Plan.

BUDGETARY IMPACT:

Funding sources include Tax Increment Financing (TIF), Community Development Block Grant (CDBG) funds, and non-County funding sources to be determined.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute 163.360 requires that any community redevelopment plan be approved by the governing body and that a public hearing be held.

IMPLEMENTATION/COORDINATION:

The CRA solicited input from residents and business owners in the Cantonment area by conducting a series of four public community meetings in October 2013. Upon approval by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

Attachments

Cantonment Redevelopment Plan

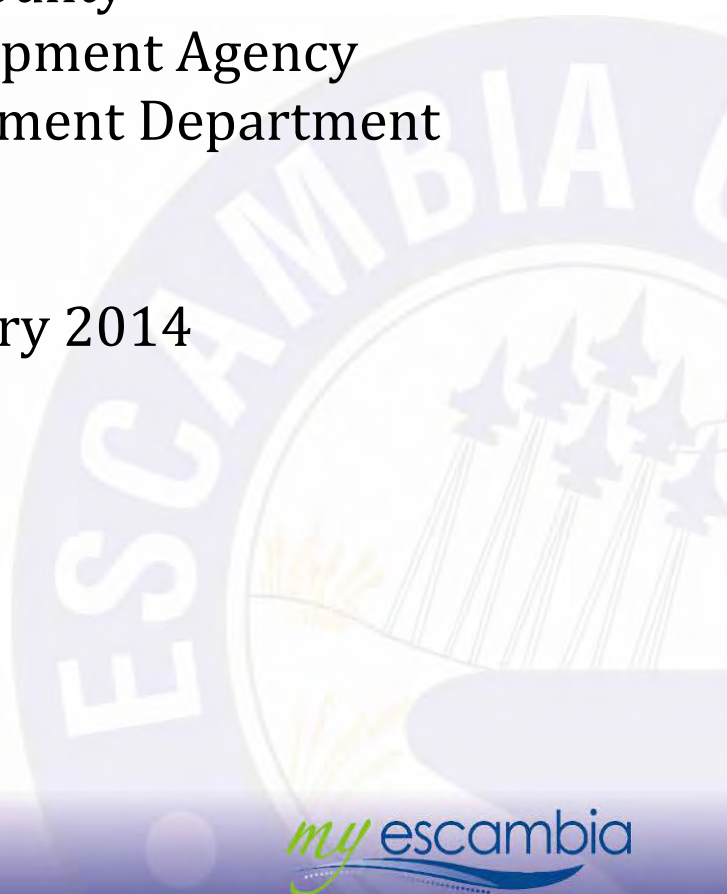


Cantonment Redevelopment Plan

Escambia County
Community Redevelopment Agency
Community and Environment Department

Adopted January 2014

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EXECUTIVE SUMMARY

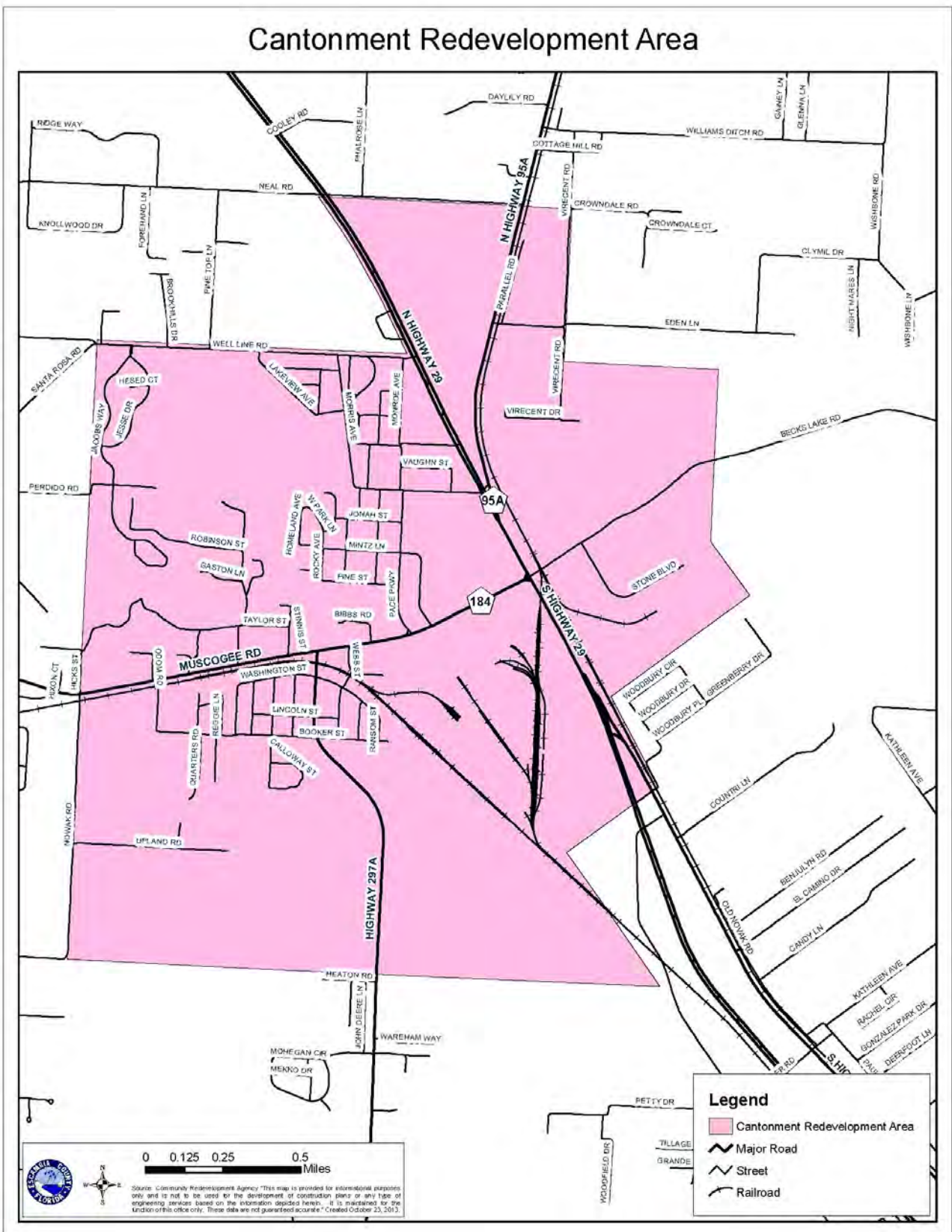
The Community Redevelopment Act of 1969 was enacted to provide local governments within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers to this agency such as the power to designate certain areas as: slum and blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The Redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F.S. 163.361.

The Board of County Commissioners designated the Cantonment Redevelopment Area (CRA) pursuant to Resolution number R2010-204 on November 18, 2010. This Plan, developed with broad community involvement, supports the future redevelopment of the Cantonment CRA and is written in compliance with F.S. 163.362.

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LEGAL DESCRIPTION

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

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CHAPTER 1: EXISTING CONDITIONS

Introduction: This chapter gives a detailed description of the existing demographic and socio-economic conditions, crime statistics, housing inventory and conditions, current zoning and existing land use of the Cantonment Redevelopment Area.

The redevelopment area boundaries include the following neighborhoods and neighborhood associations:

- Harvesters neighborhood
- The Bottom neighborhood
- Cantonment Improvement Committee
- Brown's Quarter neighborhood
- The Village neighborhood
- Muscogee neighborhood

The CRA solicited input from residents and business owners in all of these neighborhoods and organizations by conducting a series of four public community meetings in October 2013. Community member responses as well as conditions listed in this chapter were used to determine specific needs to be addressed over the next five years. The CRA will continue to work with these residents, neighborhood associations, and area businesses during the plan implementation.

1.1 DEMOGRAPHIC AND SOCI-ECONOMIC CONDITIONS

The redevelopment needs of the Cantonment area were evaluated directly through field investigation and indirectly through U.S. Census data estimates which includes Population, Race, Households, Household income, and Housing.

- A. **Population** – As presented in Table 1.1A, the Cantonment Redevelopment Area is showing a slow but steady increase in population concurrently with Escambia County as a whole.

Table 1.1A: Population from 1990 to 2013

Total Population	1990	2000	2010	2013
Escambia County	263,272	294,784	298,144	302,715
Cantonment CRA	1,764	1,837	1,953	1,992

Source: U.S. Census Bureau & ESRI Estimates and Projections

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- B. **Race**- Table 1.1B shows that the racial majority of the Cantonment Redevelopment Area is White followed by African American and less than 3% of other races.

Table 1.1B: Race

Race	Cantonment CRA	Escambia County
White Alone	52.00%	75.00%
African American Alone	43.76%	16.00%
American Indian and Alaskan Native	1.18%	0.40%
Asian	0.36%	2.40%
Pacific	0.00%	0.10%
Other Race	0.67%	3.60%
Two or More Races	1.60%	2.50%

Source: U.S. Census Bureau & ESRI, 2009 Estimates

- C. **Households** – The number of family households in Cantonment Redevelopment Area is less than .005% of the total number of household in Escambia County.

Table 1.1C: Households

Households	Cantonment CRA	Escambia County
Family Households	553	111,928

Source: UWF Haas Center and U.S. Census Bureau

- D. **Household Income** – According to the sources below Table 1.1D, there is a large number of low (less than \$24,999) to very low (less than \$15,000) household incomes in the Cantonment Redevelopment Area.

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Table 1.1D: Household Income

Household Income	Cantonment CRA	Escambia County
Income under \$15,000	165 (21.7%)	6,601 (5.9%)
Income \$15,000 to \$24,999	150 (19.7%)	14,223 (12.7%)
Median Family Household Income	\$28,921	\$43,707

Source: UWF Haas Center & U.S. Census Bureau

E. *Housing*

Based upon windshield surveys conducted during 2010, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single-family residences were scored based upon a point system ranging from 1= Excellent Condition to 5=Dilapidated Condition. The housing conditions windshield survey results found 96% of the single-family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The majority of houses, 87%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The majority (51.8%) of the houses in the proposed area were constructed prior to 1969. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. Over three quarters (79.8%) of the owner occupied housing in the area is valued at less than the County median housing value of \$117,527 with more than half (50.7%) valued at less than \$50,000. Overall housing conditions and values support the need for redevelopment in the area.

Table 1.1E: Housing

Occupied Units	Cantonment CRA	Escambia County
Owner Occupied	69.7%	67.4%
Rental Occupied	20.3%	32.6
Owner Occupied Housing Value	Cantonment CRA	Escambia County
Median Value	\$70,400	\$145,000

Source: ESRI, 2009 Estimates & U.S. Census Bureau

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1.2 CRIME

Crime and the perception of crime are major contributing factors to blight in the area. Data presented in Table 1.2A and the charts below indicate that this continues to be the case.

Violent crimes included aggravated assault, criminal homicide, forcible rape, and robbery. Non-violent crimes consisted of burglary, larceny, and motor vehicle theft. Implementation of the plan and several improvements throughout the Cantonment CRA along with grant programs readily available for the residents and stakeholders are designed to reduce the crime rate.

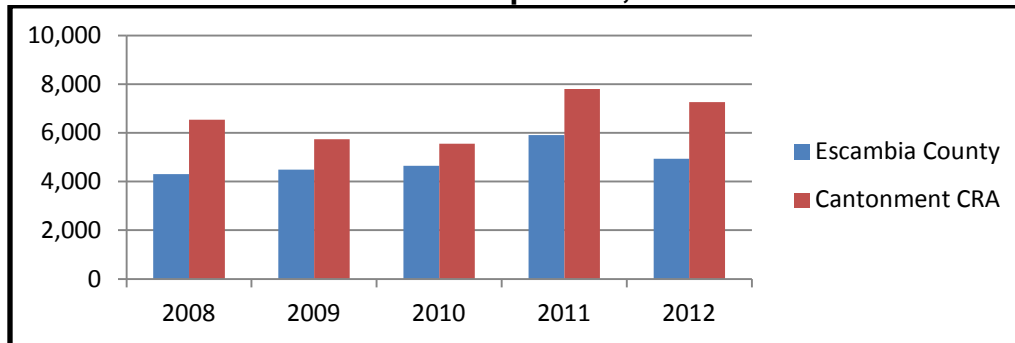
TABLE 1.2A: Index Crime Rates Reported by Jurisdiction and Year 2008-2012

Year	Area	Murder	Sex	Robbery	Assault	Burglary	Larceny	MVT	Narcotics	Total
2008	Escambia	18	225	554	1,420	2,417	6,364	687	1,369	13,054
2008	Cantonment	0	2	3	41	38	24	28	19	155
2009	Escambia	15	307	534	1,392	2,610	6,593	630	1,526	13,607
2009	Cantonment	0	2	5	37	39	29	22	7	141
2010	Escambia	26	313	461	1,128	2,665	7,271	519	1,458	13,841
2010	Cantonment	0	2	1	40	25	32	31	11	142
2011	Escambia	14	272	463	1,033	2,600	7,543	858	1,641	14,424
2011	Cantonment	0	2	5	45	47	46	34	13	192
2012	Escambia	15	264	412	1,269	3,156	7,579	550	1,701	14,946
2012	Cantonment	0	2	2	53	41	32	33	17	180

Source: Escambia County Sheriff's Office

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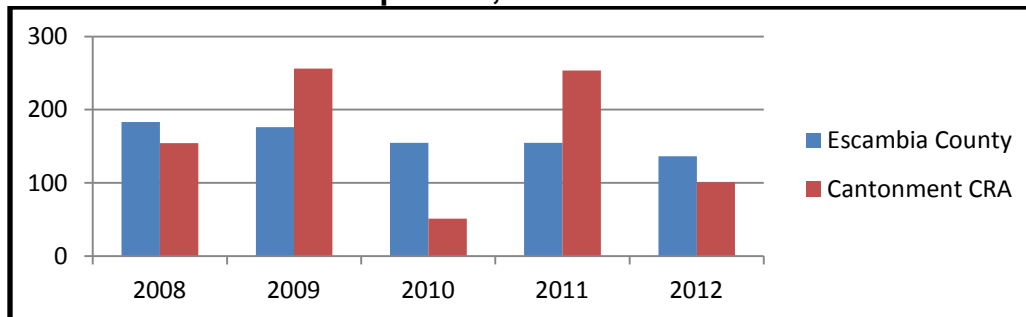
CHART 1.2A: Total Index Crimes per 100,000



Source: Escambia County Sheriff's Office & ESRI 2009 Estimates

When compared in crimes per 100,000 residents, the magnitude of the crime problem in Cantonment CRA is understood. In the five-year data period from 2008-2012, total crimes in the Cantonment CRA exceed the crime rate in Escambia County as a whole. Residents and business owners in the Cantonment CRA are more likely to experience crime than the county average.

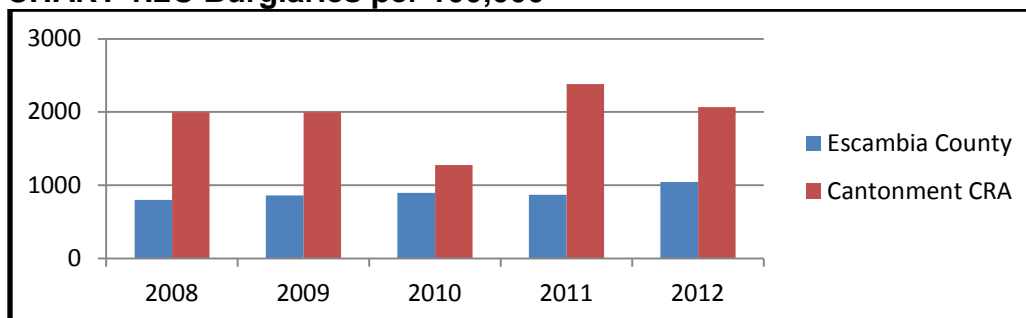
CHART 1.2B: Robberies per 100,000



Source: Escambia County Sheriff's Office & ESRI 2009 Estimates

The data for Robberies per 100,000 persons is inconclusive in the five years listed above. In some years, such as 2009 and 2011, the chance of being the victim of a robbery was much higher than the county average. However, in 2008, 2010 and 2012 the opposite was true.

CHART 1.2C Burglaries per 100,000



Source: Escambia County Sheriff's Office & ESRI 2009 Estimates

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The rate of Burglary in the Cantonment CRA is noticeably higher than the county average. In four out of the five reporting years, citizens and businesses in the Cantonment CRA were twice more likely to be the victim of a burglary than a citizen outside of the CRA.

1.3 HOUSING INVENTORY AND CONDITIONS

CRA staff completed a windshield housing conditions survey throughout the Cantonment Redevelopment Area in 2010. The survey results are presented in Table 1.3A Existing Housing Conditions. Area housing was evaluated based upon the following established conditions criteria:

1 = Excellent condition – No repair or very minor repair required.

2 = Good condition – Evidence of aging, but no structural repair needed. Houses may require minor repair and/or cosmetics, such as painting.

3 = Fair condition – Repair or rehabilitation required. Roofing work or shingle replacement may be needed. There may be evidence of a need for energy related improvements.

4 = Poor condition – Obvious structural damage exists. The entire structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.

5 = Dilapidated condition – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

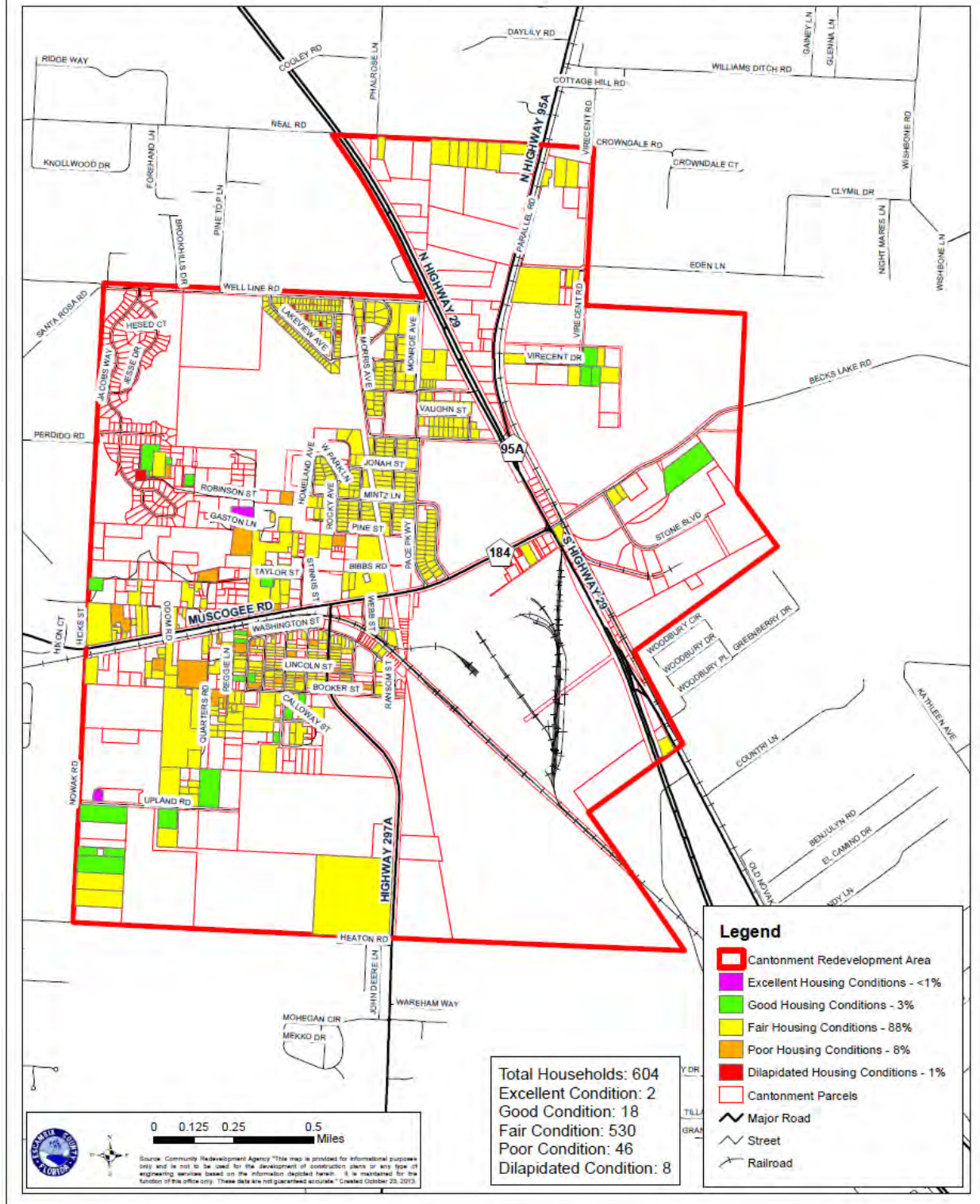
TABLE 1.3A: Existing Housing Conditions

HOUSING CONDITIONS	NUMBER OF STRUCTURES	PERCENT OF TOTAL
1 = Excellent	2	<1%
2 = Good	18	3%
3 = Fair	530	88%
4 = Poor	46	8%
5 = Dilapidated	8	1%
Total	604	100%

Source: Escambia County CRA staff

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Cantonment Redevelopment Area - Housing Conditions



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1.4 CURRENT ZONING

The eighteen zoning districts identified in the Cantonment Redevelopment Area include a broad range of intended uses. The zoning districts and brief descriptions are presented as follows in Table 1.4.A and further shown on the CRA Zoning map on the next page.

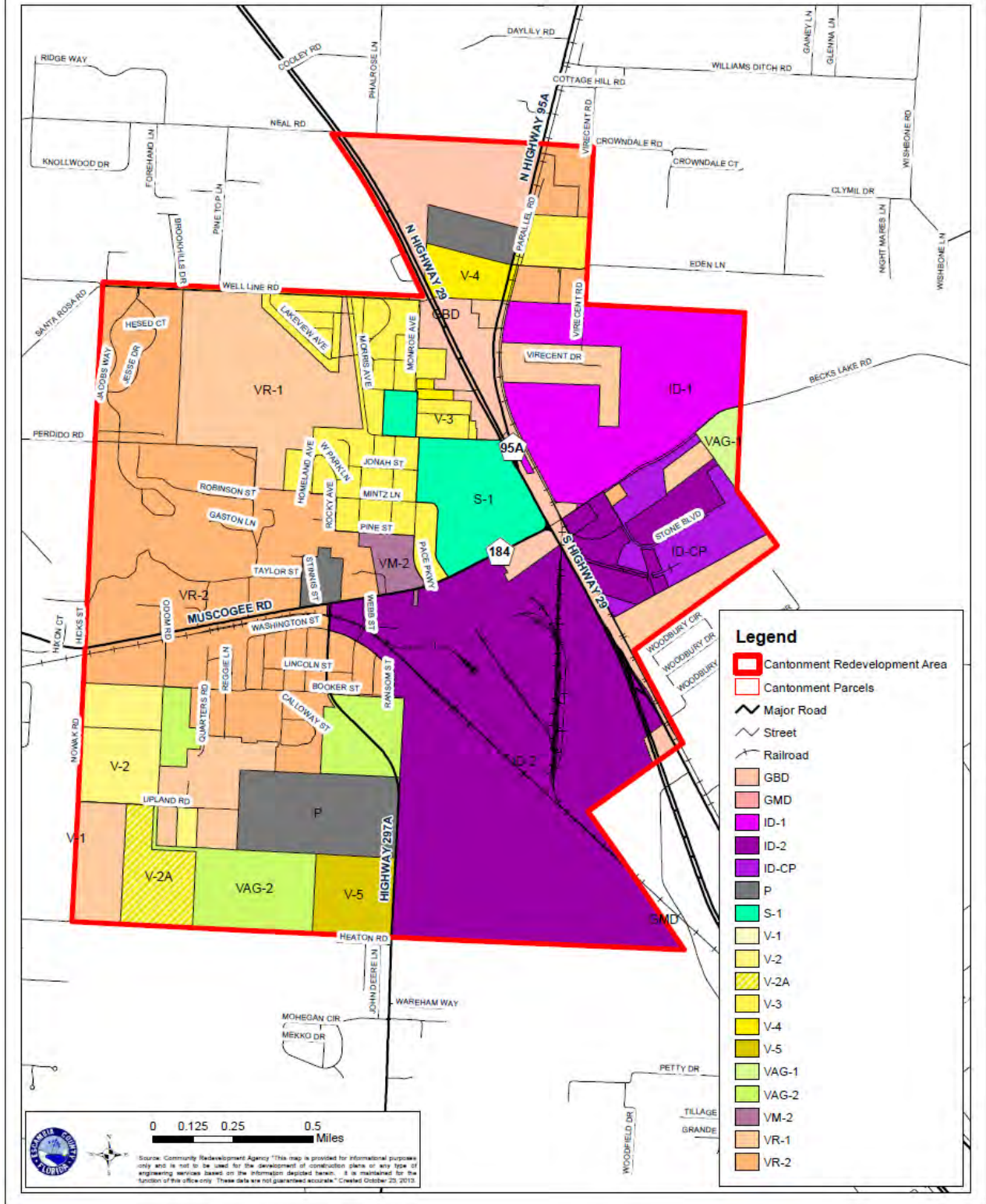
TABLE 1.4A: Zoning

Zoning	Intended Use
GBD	Gateway Business District
GMD	Gateway Mixed Use District
ID-1	Industrial District (no residential uses allowed)
ID-2	General Industrial District (no residential uses allowed)
ID-CP	Industrial Commerce Park (no residential uses allowed)
P	Public Land
S-1	Outdoor Recreational District (no residential uses allowed)
V-1	Villages Single-Family Residential, Low Density
V-2	Villages Single-Family Residential, Medium Density
V-2A	Villages Single-Family Residential, Low Density
V-3	Villages Single-Family Residential, High Density
V-4	Villages Multifamily Residential
V-5	Villages Mixed Residential Clustered
VAG-1	Villages Agriculture, Low Density
VAG-2	Villages Agriculture
VM-2	Villages Mixed Residential - 2
VR-1	Villages Rural Residential, Low Density
VR-2	Villages Rural Residential

Source: Escambia County Land Development Code

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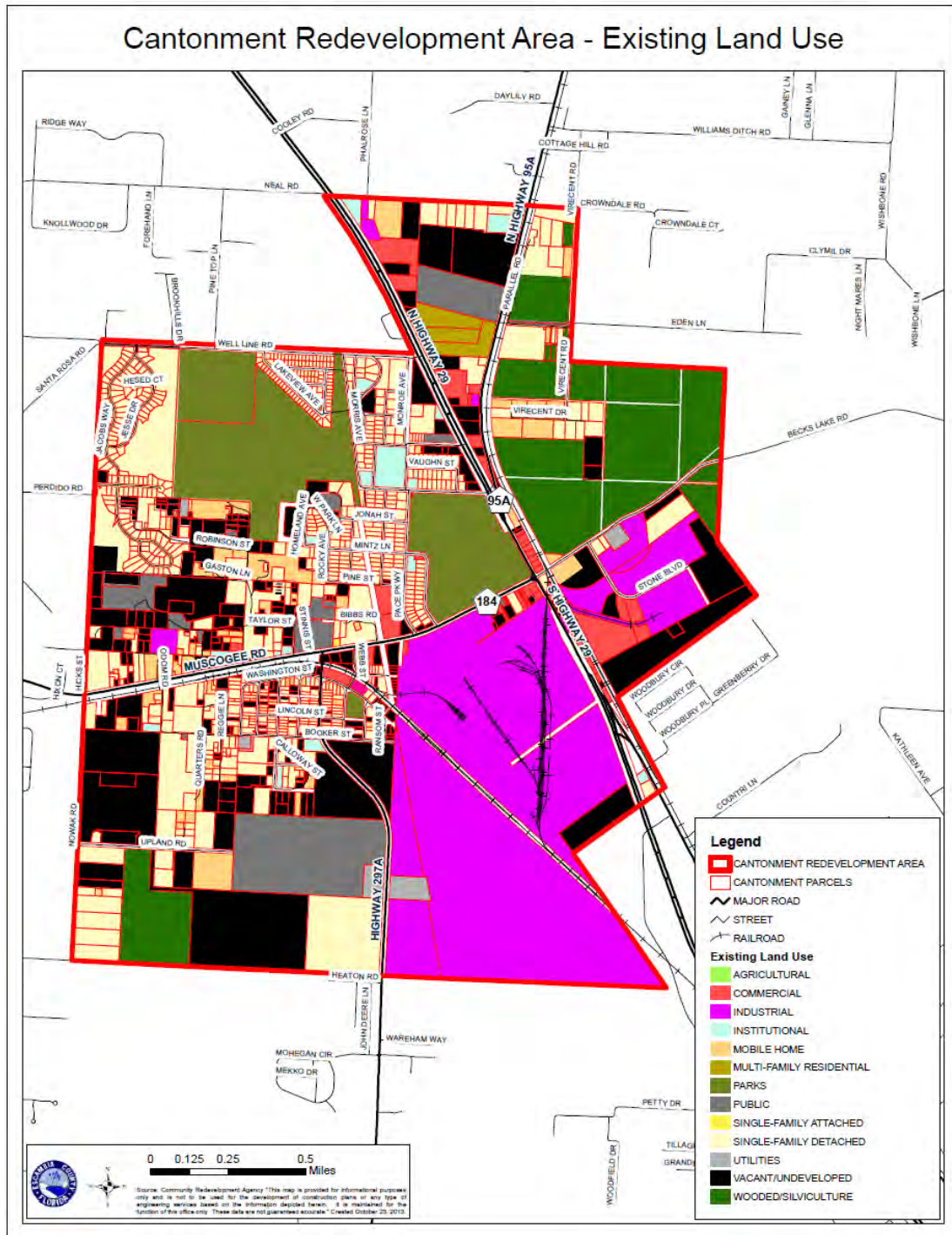
Cantonment Redevelopment Area - Zoning



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1.5 EXISTING LAND USE

Existing land use in the redevelopment area includes Agricultural, Commercial, Industrial, Institutional, Mobile Home, Multi-Family Residential, Parks, Public, Single-Family attached, Single-Family detached, Utilities, Vacant/Undeveloped, and Wooded areas.

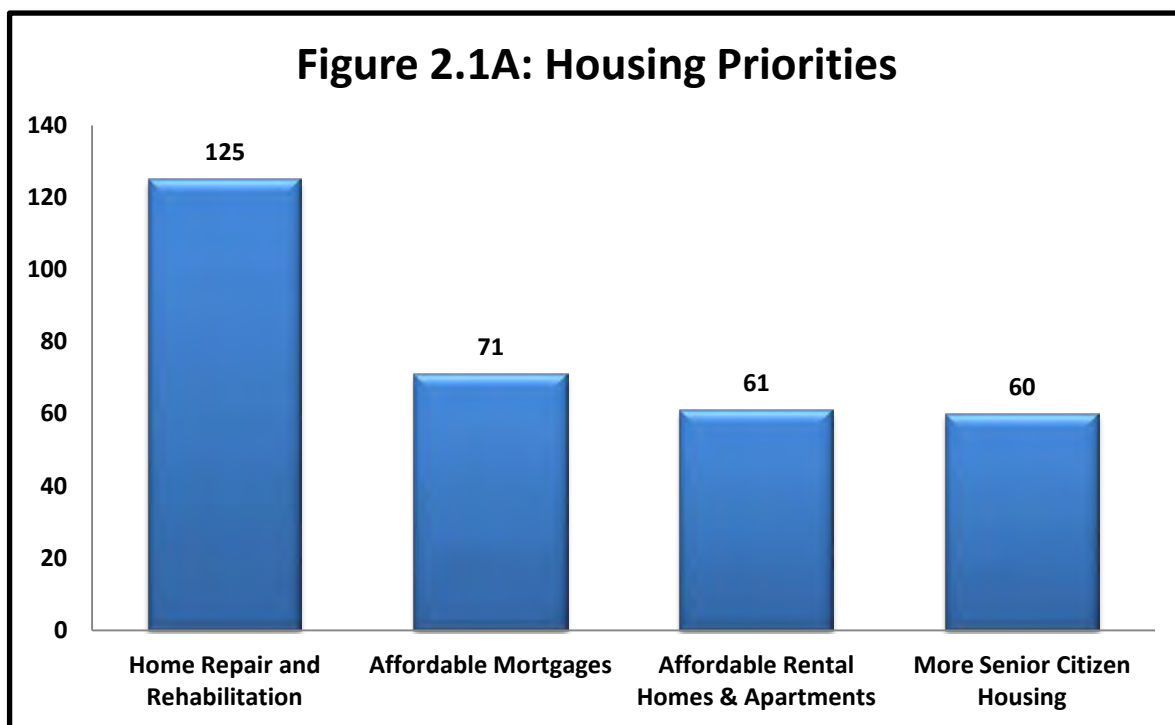


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CHAPTER 2: REDEVELOPMENT ISSUES AND OPPORTUNITIES

Through a series of Workshops and public participation, Issues and Opportunities were identified in seven focus areas of Community Visioning and prioritized by the Cantonment community. The seven focus areas are Housing, Community Facilities and Services, Health and Safety, Workforce and Jobs, Transportation and Infrastructure, Business Generation, and Cultural/Natural Resources and Recreation. The Issues are problems identified within the community and the Opportunities are the proposed solution to those problems.

2.1 HOUSING



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.1A depicts the four primary housing issues identified by the Cantonment community. The highest priority in regards to housing is that homes are in need of repair and rehabilitation. This issue vastly outranked the other three housing issues followed by affordable mortgages, affordable rental homes & apartments, and more senior citizens housing respectively.

a. The Issues: Home Repair and Rehabilitation

Because over fifty percent of the homes within the redevelopment area are forty five years or older, there is a great need for housing repair or rehabilitation.

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The Opportunities:

The Community Redevelopment Agency (CRA) will work very closely with the Neighborhood Enterprise Foundation, Inc. (NEFI), neighborhood groups, and other agencies to identify and assist residential property owners who need housing repairs and or rehabilitation assistance. Furthermore the CRA will initiate a residential rehabilitation grants program utilizing tax incremental financing (TIF) as a funding source. The CRA will continue to promote a variety of funding sources to assist in rehabilitation and reinvestment activities. The CRA will work with homeowners to achieve improved housing conditions and repair assistance to change the appearance and livability of this community.

b. The Issues: Affordable Mortgages

There is a great need for affordable mortgages in Cantonment. Home ownership is one avenue to improve the economy and value of a community. Many citizens desire to own a home, but in order for citizens to become homeowners the mortgages must be affordable.

The Opportunities:

The CRA will encourage public/private initiatives and collaborate with agencies such as Habitat for Humanity, Community Enterprise Investments, Inc, Hancock Bank, and other agencies to make affordable mortgages available to citizens.

c. The Issues: Affordable Rental Homes & Apartments

There is a great need to provide more affordable rental homes and apartments for citizens who prefer renting.

The Opportunities:

The CRA will encourage home and apartment owners to offer affordable rental rates and collaborate with other agencies to provide educational workshops on housing and apartment rental.

d. The Issues: More Senior Citizen Housing

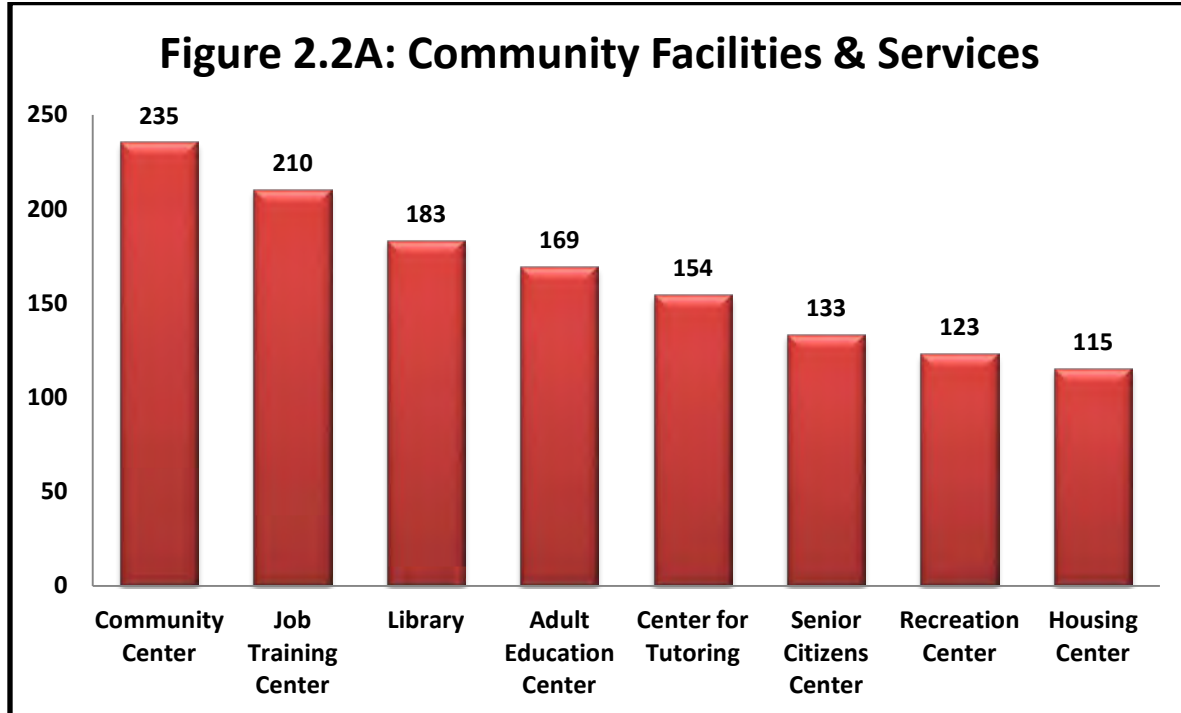
There is a growing population of senior citizens within the Cantonment redevelopment area, but a small amount of senior housing.

The Opportunities:

The CRA will work with NEFI, Habitat for Humanity, and other agencies to form public-private partnerships to develop more senior housing within the community.

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2.2 COMMUNITY FACILITIES AND SERVICES



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.2A lists the eight community facilities and services desired in Cantonment community. The top three highest ranking items are community center, job training center, and library. As shown in the figure above, the other five facilities fall in line accordingly. All of the above mentioned programs can be housed out of one large community center.

a. The Issues: Community Center

There is an outcry in the Cantonment community for a center to serve a number of purposes. The majority of the citizens agree that a community center could house the majority, if not all of the centers listed in Figure 2.2A.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center. The CRA will collaborate with the Escambia County School Board, Community Affairs, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

b. The Issues: Job Training Center

There is no job training center in the Cantonment Community to prepare the citizens for highly skilled jobs and improve the quality of the local workforce.

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The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a job training program. The CRA will collaborate with the Escambia County School Board, International Paper Community Affairs, Workforce Escarosa Career Center and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

c. The Issues: Library

There is no public library in the Cantonment Community where citizens can read and checkout books, utilize the internet, and participate in educational and social events.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a library. The CRA will collaborate with the Escambia County School Board, Community Affairs, Workforce, Escambia County Library System and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

d. The Issues: Adult Education Center

There is no adult education center in the Cantonment Community where adult citizen can attain a high school diploma, gain or upgrade basic skills such as computer skills, language skills, math skills, or some other type of skills set.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house an adult education program. The CRA will collaborate with the Escambia County School Board, Community Affairs, Pensacola State College, Community Action Program Committee, Inc. and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

e. The Issues: Center for Tutoring

There is no place available in the Cantonment redevelopment area where citizens can receive tutoring services.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a tutoring program. The CRA will collaborate with the Escambia County School Board, Community Affairs, Pensacola State College, Community Action Program Committee, University of West Florida and other agencies to determine if this is feasible and/or look at

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alternatives of building a new facility for public tutoring. The CRA will also encourage private at home tutoring services.

f. The Issues: Senior Citizens Center

The Cantonment Community does not have a Senior Citizens Center to provide programs and activities in the neighborhoods to help keep seniors active as they age.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house senior citizens programs. The CRA will collaborate with the Escambia County School Board, Escambia County Parks and Recreation, Community Affairs, Council on Aging, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

g. The Issues: Recreation Center

There is no recreation center within the Cantonment community where citizens can gather for recreation, swimming, sports and fitness activities, and other purposes.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a recreation center and community pool. The CRA will collaborate with the Escambia County School Board, Escambia County Parks and Recreation, Community Affairs, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

h. The Issues: Housing Center

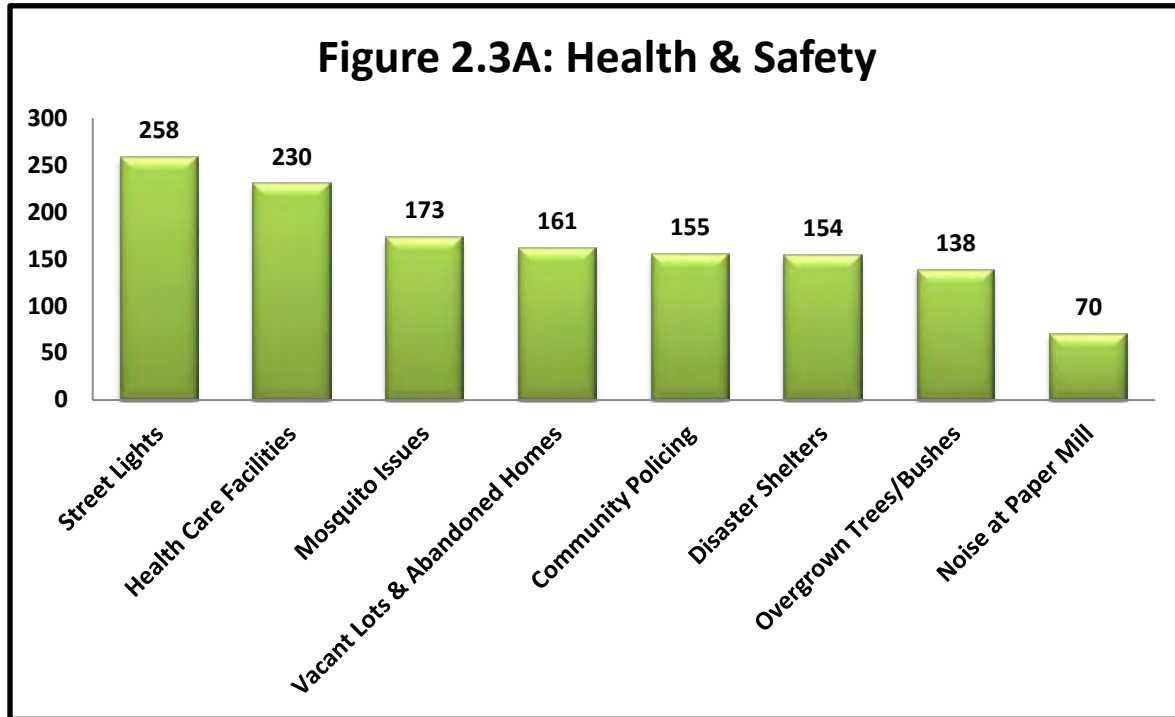
The Cantonment Community desires a Housing Center to provide programs to educate and assist citizens who desire to become homeowners and provide housing opportunities to citizens who would otherwise not be able to afford it.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house community housing programs. The CRA will collaborate with the Escambia County School Board, Community Affairs, Habitat for Humanity, NEFI, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

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2.3 HEALTH AND SAFETY



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.3A indicates the top two health and safety issues identified by the community are street lights and health care facilities. Additionally mosquito control and vacant and abandoned homes are important community issues. Community policing and disaster shelters ranked very close. Although they are lower priorities, over grown trees / bushes and noise at the paper mill are also major concerns.

a. The Issues: Street Lights

Many areas within the Cantonment community are unsafe at night because there are no street lights. Adequate street lights make the streets safer and help deter crime. Streetlights will improve safety for pedestrians, bicyclists, children playing, and motorists.

The Opportunities:

The CRA will collaborate with Gulf Power, NEFI, and other county departments to determine locations to install street lights around parks, residential areas, and throughout the Cantonment redevelopment area. CRA will continue to improve pedestrian safety and amenities where deficiencies occur through installation of streetlights, sidewalks & bike paths, and pedestrian crosswalk signals.

b. The Issues: Health Care Facilities

Citizens have to travel a long distance to receive medical attention which can make the difference in life or death situations. There are no after hours health care services or public health department in the local community.

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The Opportunities

The CRA will collaborate with Escambia County Health Department, Sacred Heart, Baptist and West Florida Hospitals and other agencies to provide/build a medical facility that provides 24 hour health care services in the local area.

c. The Issues: Mosquito Control

There is a high concentration of mosquitoes in the Cantonment area which raises citizen's concern about the spread of diseases.

The Opportunities

Mosquito Control Division manages the population of mosquitoes throughout Escambia County to reduce their danger to human health, economies, and enjoyment. They will work with the Cantonment Community to decrease the mosquito population and eliminate the spread of diseases at identified locations.

d. The Issues: Vacant Lots and Abandoned Homes

Vacant lots and abandoned houses are not maintained which decreases the property value as well as the aesthetics of the community.

The Opportunities

The CRA as well as neighborhood groups will encourage property owners to maintain their property, utilize Code Enforcement to investigate issues and initiate Community Clean Sweeps.

e. The Issues: Community Policing

Due to the high crime rate in the Cantonment redevelopment area, there is a great need for community policing.

The Opportunities

The CRA will encourage citizens to establish Neighborhood Watch Groups while working to provide a police substation to increase safety and deter crime in the neighborhoods and parks. The CRA will work closely with neighborhood groups and the Sheriff's Office to target high crime areas within the Cantonment CRA.

f. The Issues: Disaster Shelters

Citizens are not aware of how to prepare for a disaster or the locations of shelters within the Cantonment area.

The Opportunities

The CRA will work with BRACE (Be Ready Alliance Coordinating for Emergencies) and Escambia County Public Safety Department to provide Disaster Preparedness Workshops for the community to help identify shelters.

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g. The Issues: Overgrown Trees and Bushes

There is overgrowth of trees in the right-of-way and on power lines that obstruct driver's view on county roads.

The Opportunities

The CRA will work closely with Escambia County Road Department and Gulf Power to insure safety of the residents by increasing visibility along rights-of-way and power lines.

h. The Issues: Noise at Paper Mill

Residents expressed concern regarding loud noise from the industrial paper mill.

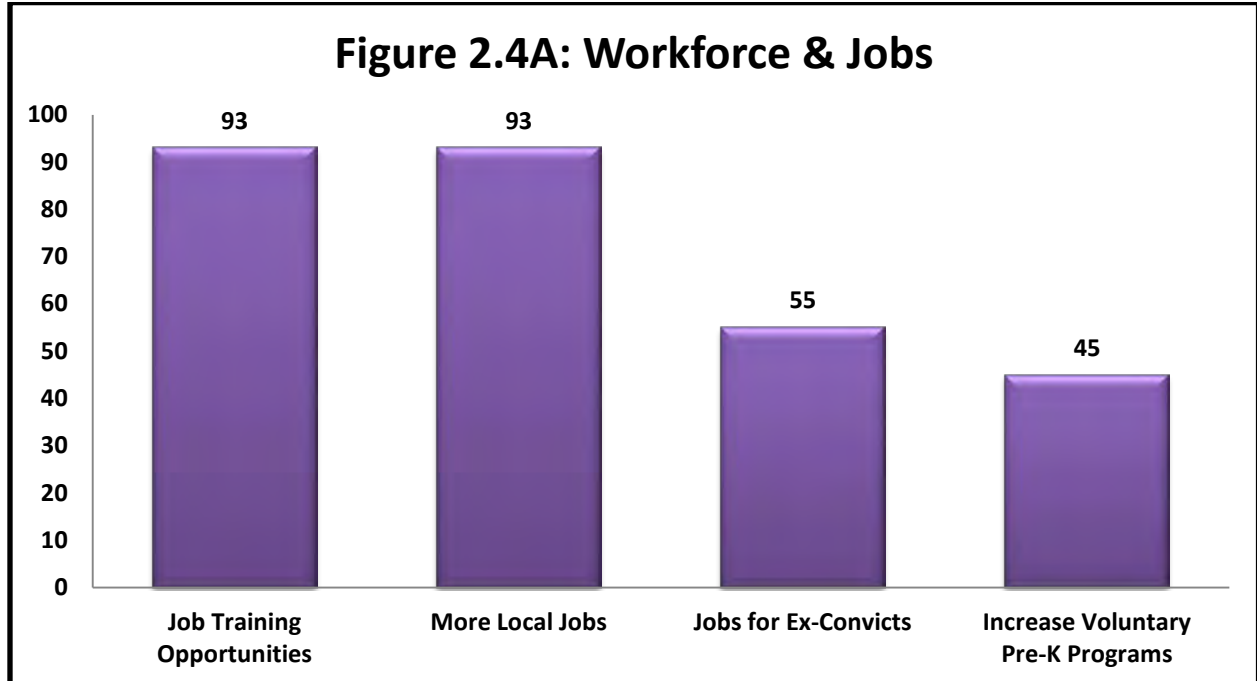
The Opportunities

The CRA staff will work closely with County Code Enforcement Department and International Paper to ensure buffers are in place to reduce and control the noise.



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2.4 WORKFORCE AND JOBS



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.4A indicates that both Job Training Opportunities and More Local Jobs tied as the highest priority in this category. Many participants at the public meetings noted the long drive required to job training centers and areas where most job opportunities are available. Making job opportunities and training available locally will improve the lives of residents in Cantonment. Providing job opportunities for ex-convicts and voluntary pre-kindergarten programs were also identified as needs in the community.

Several opportunities for Workforce & Jobs were identified by the community: bring job training to Cantonment, reuse the Old Ransom High School for the facility, create incentives to hire residents of Cantonment, provide basic skills classes, develop a workforce for felons to reduce the chance of repeat offenders, provide support for working single parents, develop volunteer programs to shadow skilled workers for experience, and hold a job fair.

a. The Issues: Job Training Opportunities

To provide programs that promote positive workforce ethics, life skills, and professionalism.

The Opportunities

The CRA will continue to seek partnerships with Escambia County School Board and private property owners to devise strategies to redevelop underutilized and vacant buildings owned by the school board and identify appropriate redevelopment alternatives that will address the needs of the community such as

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basic job skills training, computer training, and other job training opportunities through shadow volunteering at local companies.

b. The Issues: More Local Jobs

Bring more businesses and jobs to the local area.

The Opportunities

Develop a plan geared towards marketing Cantonment to regional & national high-wage employers.

c. The Issues: Jobs for Ex-Convicts

Provide an opportunity for second chance ex-convicts employment.

The Opportunities

Establish collaboration between agencies to assist employing ex-convicts.

d. The Issues: Increase Voluntary Pre-Kindergarten Programs

To give parents an opportunity to work by providing available childcare.

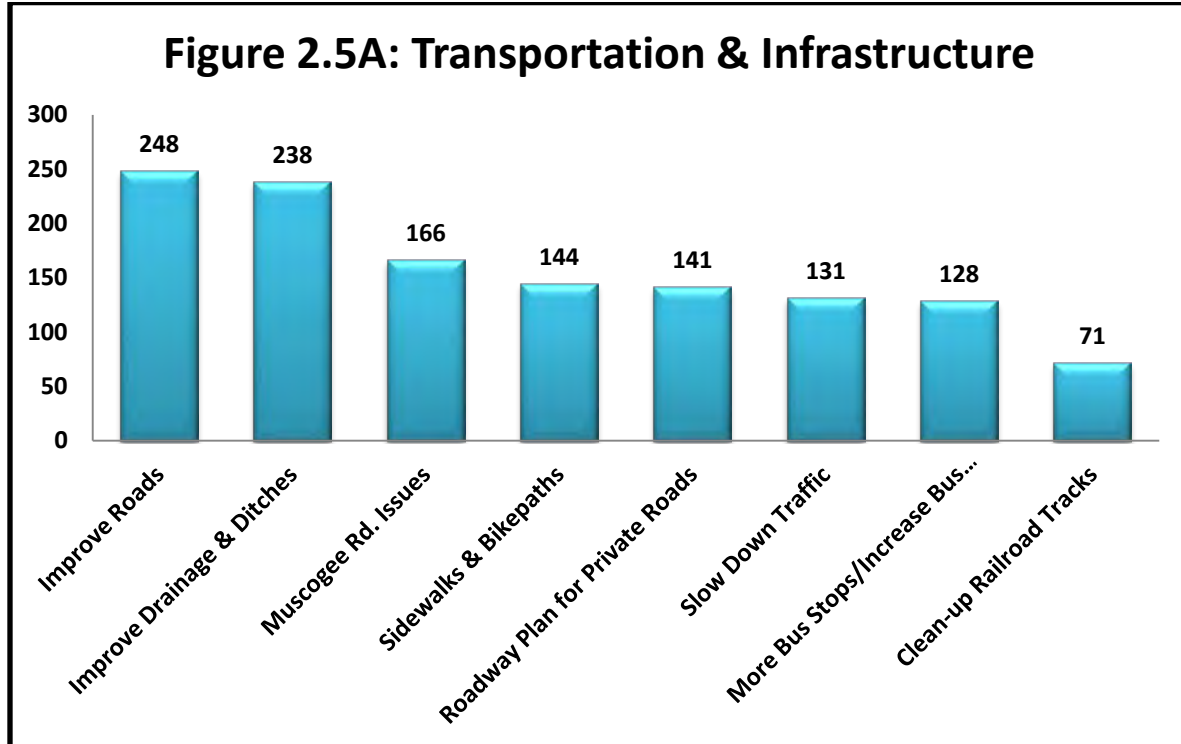
The Opportunities

Increase Voluntary Pre-Kindergarten and childcare programs.



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2.5 TRANSPORTATION & INFRASTRUCTURE



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.5A indicate Improving Roads and Improving Drainage and Ditches were the two highest priority issues identified by the community. Other high priority issues are: improving Muscogee Road, adding sidewalks and bike paths, creating a roadway plan for private roads, traffic calming and adding more bus stops and increasing bus frequency. Opportunities identified by meeting participants included increasing transit and transport jobs, training and elderly services.

a. The Issues: Improve Roads

To improve road conditions in neighborhoods.

The Opportunities

County will continue to work to repair road access and drainage issues.



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- b. The Issues: Improve Drainage and Ditches
Improve and maintain drainage ditches.

The Opportunities

The CRA will work closely with County Road Department and Engineering Department to repair and maintain drainage ditches.



- c. The Issues: Muscogee Road
Ensure that roads are in good driving conditions and traffic is circulating safely.

The Opportunities

The County Road and Engineering Department will coordinate and repair damaged roads on County Road 95A and Muscogee Road.

- d. The Issues: Sidewalks and Bike Paths
Ensure that sidewalks and bike paths are integrated into the community.

The Opportunities

The County will monitor areas for improvement through an implementation of sidewalks and bike paths as a safety enhancement throughout the community for pedestrians.

- e. The Issues: Roadway Plan for Private Roads
Develop a local roadway plan for private roads and easements.

The Opportunities

The County will consider options to make private roads into paved county roads.



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- f. The Issues:
Ensure safe circulation of traffic throughout the community.

The Opportunities

The County will coordinate with other departments to install traffic calming measures to decrease the vehicular speed on identified streets: Washington, Booker, and Louis Streets.

- g. The Issues:
Provide efficient bus transportation to citizens.

The Opportunities

Increase the number of bus stops with shelters and increase the bus pick-up times.

- h. The Issues:
Improve the aesthetic appearance along railroad tracks.

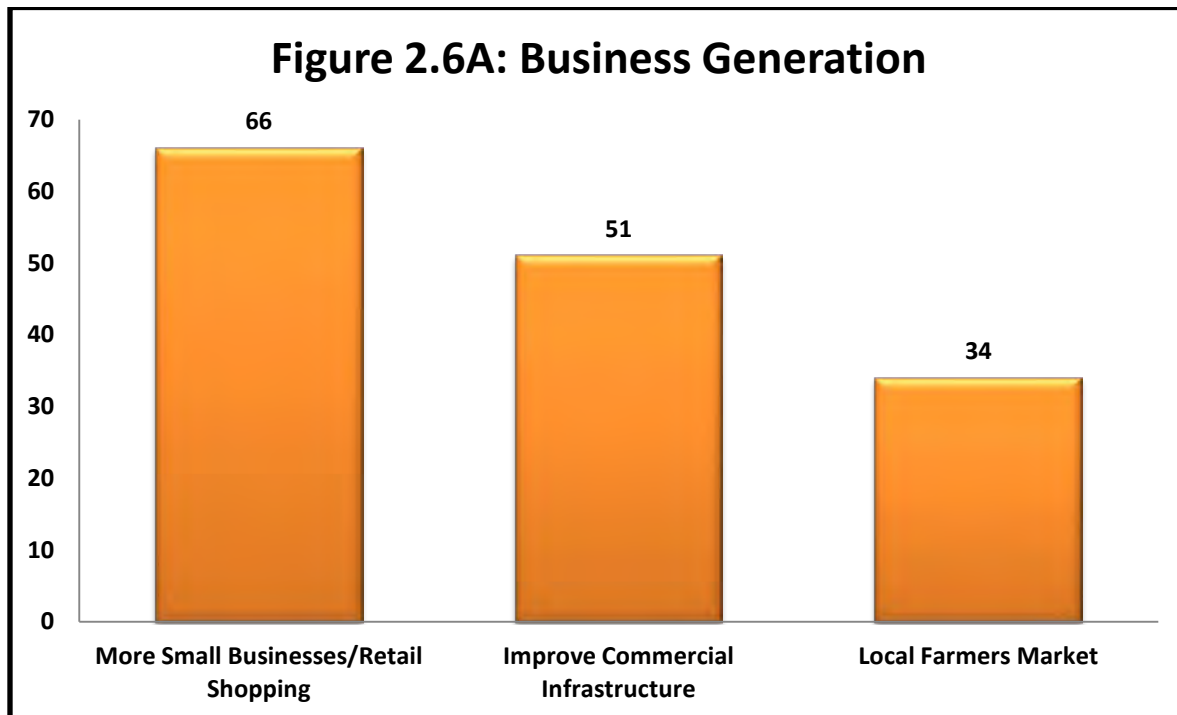
The Opportunities

The CRA will coordinate with Clean & Green to promote events to clean up trash along railroad tracks and encourage owners to maintain it.



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2.6 BUSINESS GENERATION



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.6A shows the three primary issues identified, creating more small business and retail shopping received the highest priority by the community. Improving commercial infrastructure and developing a local farmers market were also needs that could be addressed. The community identified several ideas for improving business generation opportunities: partner with major industries in the Cantonment and Greater Pensacola area to bring jobs to the community as well as reusing the Old Ransom High School as a Business Development Center.

a. The Issues:

The Cantonment area needs more small businesses and retail shops in the community.

The Opportunities

The CRA will collaborate with the Pensacola Chamber of Commerce, the UWF Small Business Development Center, and the Escarosa Career Center to establish a Business Incubator for start-up firms. The CRA will work with Pensacola Chamber to complete the development of the Central Commerce Park off Hwy 29.



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b. The Issues:

Improve commercial Infrastructure to attract new businesses.

The Opportunities

The CRA will work closely with Emerald Coast Utilities Authority (ECUA) to address sewer lines in commercial areas, improve roads, and trash pick-up.



c. The Issues:

Cantonment needs a market where local farmers can sell their produce.

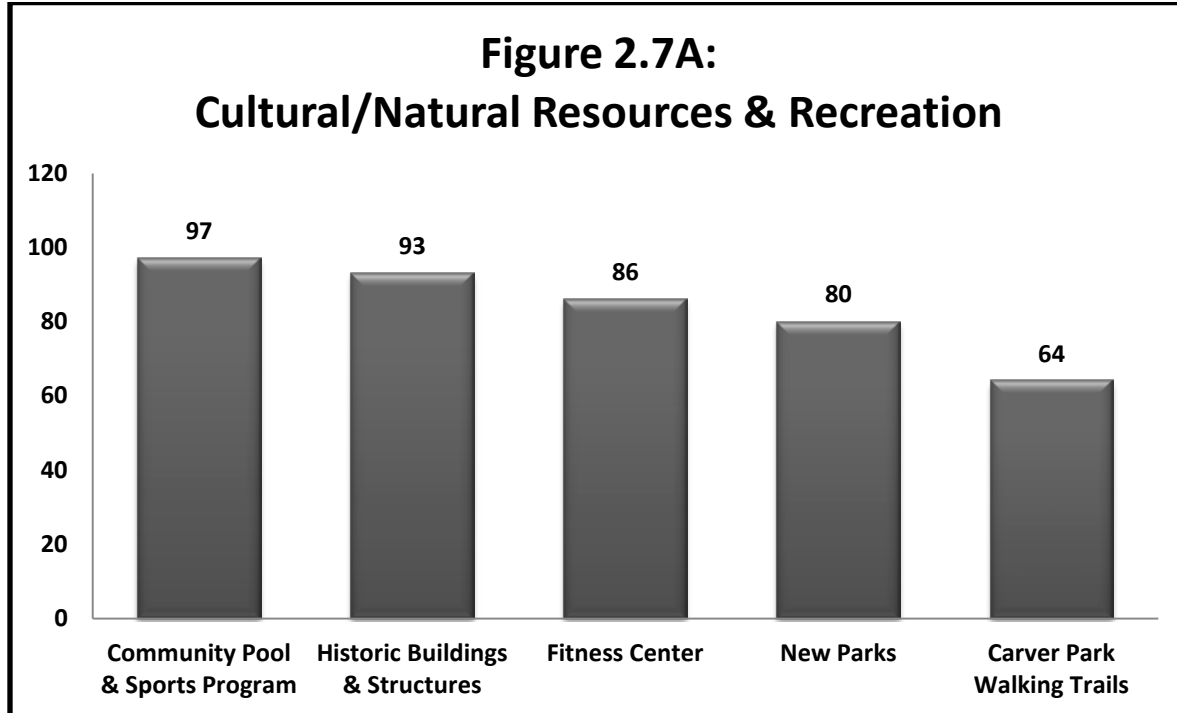
The Opportunities

The CRA will collaborate with the Chamber of Commerce and the University of West Florida Small Business Development Center to develop a local farmers market.



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2.7 CULTURAL/NATURAL RESOURCES AND RECREATION



Source: CRA Cantonment Community Prioritizing Survey Oct 2013

Figure 2.7A indicate the two highest priorities for the category of Cultural/Natural Resources & Recreation are: Community Pool and Sports Program and Historic Buildings & Structures. Community members noted that more organized sports programs and tapping into the resources of the communities historic structures were of high importance. A fitness center and new park and park improvements were also noted as community needs.

a. The Issues:

The Cantonment community needs recreational and team sports activities for children and adults and a community pool to promote healthy and active lifestyles.

The Opportunities

The CRA will work with the community and the Escambia County Parks and Recreation Department to evaluate a community pool and team sports programs at existing parks and/or community centers.

b. The Issues:

Historic buildings and structures in the Cantonment area have not been identified on the National Register Nominations for qualified sites and structures.

The Opportunities

The CRA will work with the Cantonment neighborhood to identify buildings or structures that may qualify as historic places such as Sidney Nelson Community

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Learning Center (formerly known as Old Ransom High School) and Greater First Baptist Church.

c. The Issues:

The Cantonment community does not have a fitness center to promote healthy and active lifestyles.

The Opportunities

The CRA will work with the community and the Escambia County Parks Department to incorporate space in a Community Center for fitness or build a fitness center.

d. The Issues:

The Cantonment community needs more parks with playgrounds to keep children from playing in the street.

The Opportunities

The CRA will work with the community and the Escambia County Parks Department to inventory parks in the community to determine new locations for additional parks.

e. The Issues:

The Cantonment community needs walking trails and exercise areas added to community parks.

The Opportunities

The CRA will work with the community and the Escambia County Parks Department to provide additional amenities such as walking trails and outside exercise equipment to the existing Carver Park and other parks.



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CHAPTER 3: PLAN IMPLEMENTATION

3.1 RESOURCES FOR IMPLEMENTATION

The CRA will be responsible for overseeing the implementation of this Redevelopment Plan. Implementation of this plan is multi-faceted and will be accomplished through the resources identified below.

Neighborhood Organization/Corporation

The Cantonment Improvement Committee will play a major role in the implementation of this plan, along with other neighborhood groups formed within this area. Representation from the diversity of neighborhoods will provide an ongoing forum for public input and encouragement of individual and group efforts to carry out the plan. CRA staff will focus on commercial issues and solutions as we progress forward with the plan.

Other Staffing

The CRA Manager will be responsible for overseeing the implementation of this Redevelopment Plan. Community and Environment Department/CRA staff, Planning and Engineering, Parks and Recreation, Solid Waste Management, Environmental Enforcement, various other County departments or divisions, and Neighborhood Enterprise Foundation, Inc. will play a key role in the implementation of this plan.

Code Enforcement and Housing Rehabilitation

As previously mentioned, the County's Environmental Code Enforcement Division will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. Yard debris and deferred home and building maintenance are among the most obvious and widespread problems in the Cantonment redevelopment area. The CRA will support the initiative of Clean and Green Program, monitoring sites, and supporting minimum housing standards codes.

Housing Rehabilitation and Commercial Reinvestment Financing

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The CRA Division Manager will work with the Neighborhood Enterprise Foundation, Inc. to implement these programs.

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In addition to targeted bank financing, the principal commercial revitalization incentives will be:

- Brownfields financial assistance, loans, tax and other incentives
- Commercial Façade and Streetscape matching grants
- Community Enterprise Investments, Inc. low interest small business loans
- HUBZone (Historically Underutilized Business Zone) eligibility for preference in contracting with the federal government
- Public improvements including sidewalks, public parking, street resurfacing, streetscaping and beautification, expansion of sewer, etc.
- The CRA will seek designation as a State Enterprise Zone Area in order to utilize State incentives for this area.

Housing Construction

Through its Neighborhood Restoration Program, the CRA will identify vacant residential parcels suitable for in-fill construction and work with property owners to remove barriers to selling, donating or developing the property so that more lots can become available to private developers and non-profits such as Habitat for Humanity, Community Equity Investments, Inc., and NEFI for building more affordable housing.

Zoning

The CRA will work with the Planning and Zoning Department to review the Land Development Code for impediments to redevelopment and propose modifications as appropriate. No rezoning is recommended except in truly unique circumstances.

Tax Increment Financing (TIF) Area

The TIF area for Cantonment has been based on the legal description in the original redevelopment plan. As the TIF Trust Fund grows, the CRA will utilize its portion of the funds to implement the Cantonment Redevelopment Plan.

Other Financing Tools

The following are the other principal funding mechanisms likely to be used in implementing this plan:

- **Community Development Block Grant (CDBG) Funds**
Neighborhood Enterprise Foundation, Inc (NEFI) CDBG HUD Grant is one of the main funding sources used to fund project in the redevelopment areas. These funds also will be used for housing rehabilitation, capital improvements, possibly real estate acquisition, and assistance in site assessment, cleanup, and/or redevelopment of Brownfields (real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant).

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- **Florida Department of Transportation (FDOT)**

FDOT funds include both the traditional highway construction budget and (although underfunded) the special “enhancement” funds that emphasize right-of-way improvements such as landscaping, sidewalks/bikeways and drainage. In both cases, the key is to have the project included in the long- range plan (Year 2020) and then on both the Metropolitan Planning Organization and FDOT five-year capital programs.

- **Local Option Sales Tax (LOST)**

The voter-approved sales tax fund will continue to be used for park and other capital improvements. The County plans to continue pursuing local option sales tax to help fund major capital improvement projects in this area.

- **State and Federal Housing Programs**

Several alternative programs including the State SHIP program and the Federal (HUD) HOME program will assist buyers and builders of in-fill affordable housing.

- **U.S Environmental Protection Agency UST fields Grant**

The County's Brownfields Pilot Program may use U.S. EPA funds to assist sites with underground storage tanks and other contamination.

Property Acquisition

There is no intent to acquire occupied structures, which in turn would necessitate relocation procedures. The plan calls for the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

All real property acquired by the CRA in the Redevelopment Area shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act.

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Maintenance

Funding for maintenance of all neighborhood improvement projects must be anticipated so that the benefits of original investments will not be lost.

3.2 SHORT-TERM WORK PLAN

The Short-Term Work Plan (STWP) provides the road map of how the plan will be implemented in the next five years. The STWP identifies the objectives, supporting actions, fiscal years of implementation, responsible parties, estimated cost, and potential funding sources. The objectives are the issues identified by possible solutions coordinated with a list of responsible agencies need to implement the plan such as Community and Environment Department, Community Redevelopment Agency, Planning & Zoning Department, Engineering, Parks and Recreation Department, Solid Waste Management (SWM) Department, Environmental Code Enforcement Division, various other County departments/divisions, and Neighborhood Enterprise Foundation, Inc. A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities. This will include funding from Community Development Block Grant funds, State housing assistance funds, and Tax Increment Financing fund (TIF), Local Option Sales Tax, State & Federal Housing Programs, and grants and other funding sources as available.

The STWP is designed to be a 'living document' that will be updated periodically as objectives are met or new information becomes available. Pages 37-42 below comprise the STWP.

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
GOAL 1: HOUSING - To ensure access to adequate and affordable housing options for all residents in all income levels.										
1.1	To repair and or rehabilitation homes for citizens.	Initiate Residential Rehabilitation Grants Programs.			X	X	X	NEFI/CRA/Public-Private Initiative/Beulah Landfill/Center for Independent Living	TBD	CDBG/TIF/LOST/Private Funds
1.2	To make affordable mortgages available to encourage homeownership.	Encourage public/private initiatives to built affordable homes.		X	X	X	X	Habitat for Humanity/First Time Homebuyers Assistance/NEFI/CEII	TBD	CDBG/TIF/LOST/Private Funds
1.3	To provide more affordable rental homes and apartments.	Encourage home and apartment owners to offer affordable rental rates.		X	X	X	X	Government Subsidized Apartments/Section 8	TBD	TBD
1.4	To build more senior citizen housing.	Develop senior living communities in partnership with other agencies & non-profit.			X	X	X	United Way/Public- Private Initiative/Council on Aging	TBD	TBD
GOAL 2: COMMUNITY FACILITIES AND SERVICES - To ensure the provision of infrastructure, community facilities, and public services that support efficient growth and economic development.										
2.1	To pursue the development of a general purpose Community Center to serve the community.	Convert the old Ransom School into a Community Center or build one.	X	X	X	X	X	ECSB/CRA/Community Affairs	TBD	CDBG/TIF/LOST/Private Funds
2.2	To pursue the development of a Job Training Center.	Utilize space in the old Ransom School to house an Escarosa Center satellite or build one.	X	X				ECSB/Escarosa Center/Pensacola State College/Chamber of Commerce	TBD	TBD
2.3	To pursue the development of a Public Library with the community.	Utilize space in the old Ransom School to house a Library or build one.	X	X	X			ECSB/Escambia County Libraries	TBD	TBD
2.4	To pursue the development of an Adult Education Center.	Utilize space in the old Ransom School to house an Adult Education Program.	X	X				ECSB/Escarosa Center/Pensacola State College/Community Action	TBD	TBD
2.5	To pursue the development of a center for tutoring children and young adults.	Utilize space in the old Ransom School for public tutoring or tutor students at home.	X	X				ECSB/Public - Private Initiative/Community Action/UWF/PSC	TBD	TBD

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
2.6	To pursue the development of a Senior Citizens Center.	Utilize space in the old Ransom School to house a Senior Center or build one.	X	X				ECSB/Parks & Rec./ Council on Aging	TBD	TBD
2.7	To pursue the development of a Recreation Center with a swimming pool.	Utilize space in the old Ransom School to house a Recreation Center with kids sports programs.	X	X				ECSB/Parks & Rec.	TBD	TBD
2.8	To pursue the development of a Housing Center.	Utilize space in the old Ransom School for a Housing Center or build one.	X	X				ECSB/NEFI/Habitat for Humanity/CRA	TBD	TBD
GOAL: 3 HEALTH AND SAFETY - To utilize community resources to create a safe and healthy environment to improve the quality of life for all citizens.										
3.1	To provide adequate street lights to help deter crime & make the streets safe.	Install street lights in the parks, on residential streets, and around businesses.		X	X	X	X	Escambia County Engineering, Gulf Power/CRA	TBD	TBD
3.2	To provide health care services in the local community.	Build a 24 hour medical treatment center.			X	X	X	Health Dept./Sacred Hearts, and West Florida Hospitals	TBD	TBD
3.3	To decrease the mosquito population and eliminate the spread diseases.	Maintain the control of mosquitoes at identified locations: Booker St. across from Bethel church, west side of Ward Temple church parking lot, Sheppard and Booker St. (short bridge), & Muscogee Rd. east side of farm hill water tower.	X	X				Mosquito Control/Code Enforcement	TBD	TBD
3.4	To ensure that vacant lots and abandoned houses are maintained to improve the aesthetic values of the community.	Encourage property owners to maintain their property, utilized Code Enforcement to investigate issues and initiate Community Clean Sweeps.			X	X	X	Homeowners/ Neighborhood Groups/ Code Enforcement/ Sheriffs Dept./NEFI/CRA	TBD	CDBG/TIF/LOST/ Private Funds

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
3.5	To establish and implement Community Policing.	Establish Neighborhood Watch Groups and provide police sub-station to increase safety and deter crime in the neighborhoods and parks.	X	X	X	X	X	Sheriffs Department/Neighborhood Groups/CRA/Parks & Rec.	TBD	CDBG/TIF/LOST/Private Funds
3.6	To educate community on disaster preparedness.	Provide Disaster Preparedness Workshops for community and identify shelters within the community.	X	X				Public Safety/Community Affairs	TBD	TBD
3.7	To ensure that drivers can safely enter the roadways.	Remove overgrown trees and bushes around electric lines right-of-way at the corner of Booker & Louis St and other areas.	X	X				Roads Department/Gulf Power/CRA	TBD	TBD
3.8	To reduce noise pollution or to reduce the impact of outdoor noise.	Encourage papermill to reduce noise pollution.	X	X				Code Enforcement	TBD	TBD
GOAL 4: WORKFORCE AND JOBS - To provide a high-level, qualified community workforce that will sustain new business in the area.										
4.1	To provide programs that promote positive workforce ethics, life skills, & professionalism.	Teach basic job skills, computer training, and provide job training opportunities by shadowing in companies.		X	X			EscaRosa Center/UWF/ Gulf Power/Escambia County/SSTI	TBD	TBD
4.2	To bring more businesses and jobs to the local area.	Develop a plan geared towards marketing Cantonment to regional & national high-wage employers.		X	X	X	X	Chamber of Commerce/EscaRosa Center	TBD	TBD
4.3	To provide an opportunity for second chance ex-convicts employment.	Establish collaboration between agencies to assist employing ex-convicts.		X	X			Pathway for Change/EscaRosa Center/SSTI	TBD	TBD

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
4.4	To give parents an opportunity to work by providing available childcare.	Increase Voluntary Pre-Kindergarten and childcare programs.		X	X			Community Action Program/PSC	TBD	TBD
GOAL 5: TRANSPORTATION AND INFRASTRUCTURE - To improve vehicular and pedestrian safety and enhance the community's overall quality of life.										
5.1	To improve road conditions in neighborhoods.	Fix access and drainage issues, add curbs on streets and widen narrow streets.		X	X	X	X	Engineering Dept./Roads Dept./FDOT	TBD	TBD
5.2	To improve and maintain drainage ditches.	Repair and maintain drainage ditches.	X	X	X	X	X	Traffic Dept./Engineering Dept./Roads Dept.	TBD	TBD
5.3	To ensure that roads are in good driving conditions and traffic is circulating safely.	Repair road damage on 95A and Muscogee Rd cause by logging trucks.			X	X	X	Traffic Dept./Engineering Dept./Roads Dept.	TBD	TBD
5.4	To ensure that sidewalks and bikepaths are integrated into the community.	Add sidewalks and bikepaths throughout the community for kids & adult safety.			X	X	X	Traffic Dept./Engineering Dept./Roads Dept./Bike & Pedestrian Advisory Committee (BPAC)/Safe Routes to School (SRTS)	TBD	TBD
5.5	To develop local roadway plan for private roads & easements.	Consider making private roads into paved county roads.		X	X	X	X	Traffic Dept./Engineering Dept./Roads Dept.	TBD	TBD
5.6	To ensure safe circulation of traffic throughout the community.	Install speed bumps to decrease the vehicular speed on identified streets: Washington, Booker, and Louis Streets.	X	X	X			Traffic Dept./Engineering Dept./Sheriff Dept.	TBD	TBD
5.7	To provide efficient bus transportation to citizens.	Increase the number of bus stops with shelters and increase the pick-up times.	X	X	X	X	X	ECAT/CRA/Traffic Dept.	TBD	CDBG/TIF/LOST/Private Funds

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
5.8	To improve the aesthetic value along railroad tracks.	Coordinate a clean & green event to clean up trash along railroad tracks and encourage owners to maintain it.		X	X	X	X	Neighborhood Groups / Railroad Company/CRA/Clean & Green	TBD	CDBG/TIF/LOST/Private Funds
GOAL 6: BUSINESS GENERATION - To attract new businesses, encourage entrepreneurial & small business development to increase the local economy.										
6.1	To attract small businesses and retail shops in the community.	Establish a Business Dev. Center with a Business Incubator for business start-ups. Complete the development of the Central Commerce Park on Hwy 29.			X	X	X	UWF SBDC/Chamber of Commerce/EscaRosa Center/CRA	TBD	CDBG/TIF/LOST/Private Funds
6.2	To improve commercial infrastructure to attract new businesses.	Add sewer lines in commercial areas, improve roads and trash pick up.		X	X	X	X	Escambia County Engineering/Roads Dept./Traffic Dept./CRA/ECUA	TBD	CDBG/TIF/LOST/Private Funds
6.3	To provide a market where local farmers can sell their produce.	Create a local farmers market.		X	X	X	X	UWF SBDC/Chamber of Commerce/EscaRosa Center/CRA/ECES	TBD	CDBG/TIF/LOST/Private Funds
GOAL 7: CULTURAL / NATURAL RESOURCES AND RECREATION - To protect our natural and cultural resources for current and future generations.										
7.1	To provide recreational and team sports activities to promote healthy and active lifestyles.	Build community pool and add team sports programs at existing parks.		X	X	X		Parks & Rec./CRA	TBD	CDBG/TIF/LOST/Private Funds
7.2	To promote use of National Register Nominations for qualified sites and structures.	Identify buildings or structures that may qualify as historic places. Ransom High School and Greater 1st Baptist Church identified.	X	X	X			CRA/NEFI	TBD	CDBG/TIF/LOST/Private Funds
7.3	To develop a fitness center to promote healthy and active lifestyles.	Utilize space in a Community Center or build a fitness center.			X	X	X	Public - Private Initiative/Parks & Rec./ECSB	TBD	TBD

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
7.4	Need parks for kids to play, not in the streets	Inventory parks in community to determine new locations for additional parks.	X	X	X			Parks & Rec. / NEFI	TBD	TBD
7.5	To provide a walking trails and exercise areas to community parks.	Add walking trails & exercise areas to community parks. Carver Park identified.	X	X	X			Parks & Rec. /NEFI	TBD	TBD

LEGEND

CDBG - Community Development Block Grant
CRA - Community Redevelopment Agency
ECSB -Escambia County School Board
ECES - Escambia County Extension Services
ECUA - Emerald Coast Utilities Authority
FDOT - Florida Department of Transportation
CEII - Community Enterprise Investments, Inc.

LOST-Local Option Sales Tax
NEFI-Neighborhood Enterprise Foundation, Inc.
PSC - Pensacola State College
SBDC - Small Business Development Center
SSTI - Soft Skills Training Institute
TDB - To be Determined
TIF- Tax Increment Financing
UWF -University of West Florida

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CHAPTER 4: CAPITAL IMPROVEMENT PROGRAM

The following is a list of public facility improvements together with preliminary cost estimates. Timetables will be determined in part by availability of tax increment financing (TIF) and other funding sources. The following is a five to ten year capital improvement program list.

<u>Project</u>	<u>Fiscal Year</u>	<u>Funding Source</u>	<u>Cost</u>
Community Center			
• Cantonment Multi-purpose Center (Job Training, Library, Senior Citizen, Housing & Community Center)	TBD	CDBG, TIF, LOST	TBD
Parks			
• Additional Amenities at the Existing Carver Park	2013-2015	TBD	TBD
• New Park	2014-2019	TBD	TBD
○ Community Pool & Fitness Center			
Property Acquisition			
• Retail Center and/or In-fill housing	2014-2019	LOST, CDBG Brownfields	TBD
Road Improvements			
• Muscogee Rd. Widening and Drainage	2013-2017	LOST	\$13,000,000
• Well Line Road Extension	2013-2016	LOST	\$4,000,000
• Pave Dirt Roads (Entire Cantonment redevelopment area)	2014-2019	TBD	TBD
• Asphalt Road Resurfacing	TBD	TBD	TBD
• Traffic Calming Measures	TBD	TBD	TBD
Residential Street Lights			
• Cantonment Redevelopment Area	TBD	CDBG, TIF	TBD
Sewer Extension:			
• Cantonment Redevelopment Area	TBD	LOST/CDBG/ECUA	TBD

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Sidewalks:

- | | | | |
|-------------------------|-----|-------------|-----|
| • Sidewalks & Bike Path | TBD | CDBG , LOST | TBD |
|-------------------------|-----|-------------|-----|

Storm Water Drainage

- | | | | |
|--------------------|-----------|------|-----------|
| • Carver Park Area | 2013-2016 | LOST | \$189,000 |
|--------------------|-----------|------|-----------|

Streetscape Design and Beautification

- | | | | |
|--------------------------|-----|-----------|-----|
| • Muscogee Road & Hwy 29 | TBD | FDOT,LOST | TBD |
|--------------------------|-----|-----------|-----|

Business Development Center

- | | | | |
|----------------------------|-----|-----|-----|
| • Small Business Incubator | TBD | TBD | TBD |
| • Farmer's Market | TBD | TBD | TBD |

Legend:

CDBG - Community Development Block Grant

ECUA – Emerald Coast Utilities Authority

FDOT - Florida Department of Transportation

LOST - County Local Option Sales Tax

TBD – To be determined

TIF - Tax Increment Financing



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CHAPTER 5: NEIGHBORHOOD IMPACT ANALYSIS

Chapter 163.362(3) F.S. requires that the plan include a neighborhood impact element that describes the plan's impact on the subject matter listed below.

Relocation:

The plan as proposed does not require the relocation of any of the low/moderate, very low-income residents of the redevelopment area. It is possible, however, that a few families may decide to move based on the provision of better housing or the inconvenience of extensive rehabilitation.

Traffic Circulation:

There is no portion of the plan that will significantly increase neighborhood traffic.

Muscogee Road, a primary route through the CRA will be improved. This project consists of widening the existing roadway to 12-foot travel lanes and adding 5-foot paved shoulders, beefing up the road base and asphalt traveling surface. Drainage improvements between US 29 and Perdido River will also be considered. Existing side street interchanges will be improved and some will be re-aligned for safety improvements. This project will enhance traffic circulation through the CRA.

Well Line Road will also be improved. This project is a part of the sector plan and is one of the roadways that are included in the MOU between Escambia County and the development group behind the sector plan. The project includes two different areas:

Well Line Road from Highway 29 west to the intersection of Well Line Road and Madrid Road. This improvement includes the entire section of Well Line Road that is within the CRA district. The scope of work along this section will include miscellaneous drainage improvements, as well as numerous safety upgrades including lane widening, the addition of paved shoulders, and re-alignment at a couple of intersections.

The new extension of Well Line Road is planned west of the CRA district and will intersect the existing road just east of Madrid Road and continue west to Jacks Branch Road. This is approximately 2 miles of new roadway that will open up over 800 acres of new property for future development west of the CRA district. The cross section for this proposed roadway consists of 12-foot travel lanes and 5-foot paved shoulders.

The CRA will work with the county Engineering Department and others to advocate the inclusion of sidewalks and bike paths in all road improvement projects

Environmental Quality:

The plan proposes improvements to drainage in order to alleviate mosquito problems. Implementing the plan will improve environmental quality of the Cantonment CRA.

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Community Facilities and Services:

The plan offers a strategy to establish a community center in the area that will be used to provide facilities and programs for the area elderly, youth, and adults. Redevelopment strategies presented in the plan allow for the continued installation of sidewalks, sewer service, and streetlights throughout the area.

School Population:

There is no portion of the plan that will have an impact on area school population. However, it is possible that the population of the area may increase as the Cantonment Redevelopment Area improves with the implementation of the plan. This impact on the school population is currently unknown.

Physical and Social Quality of the Neighborhood:

Proposed continued infrastructure improvements (street lighting, sidewalks, street repaving, sewer expansion, etc.) combined with continued code enforcement actions and the implementation of the Clean Sweep and Community Policing programs will have a positive impact on the area housing conditions and the area's overall appearance. Establishing a community center to provide job training and job creation opportunities targeted to area residents will create opportunities for improved household incomes resulting in a long-term positive impact to the area.



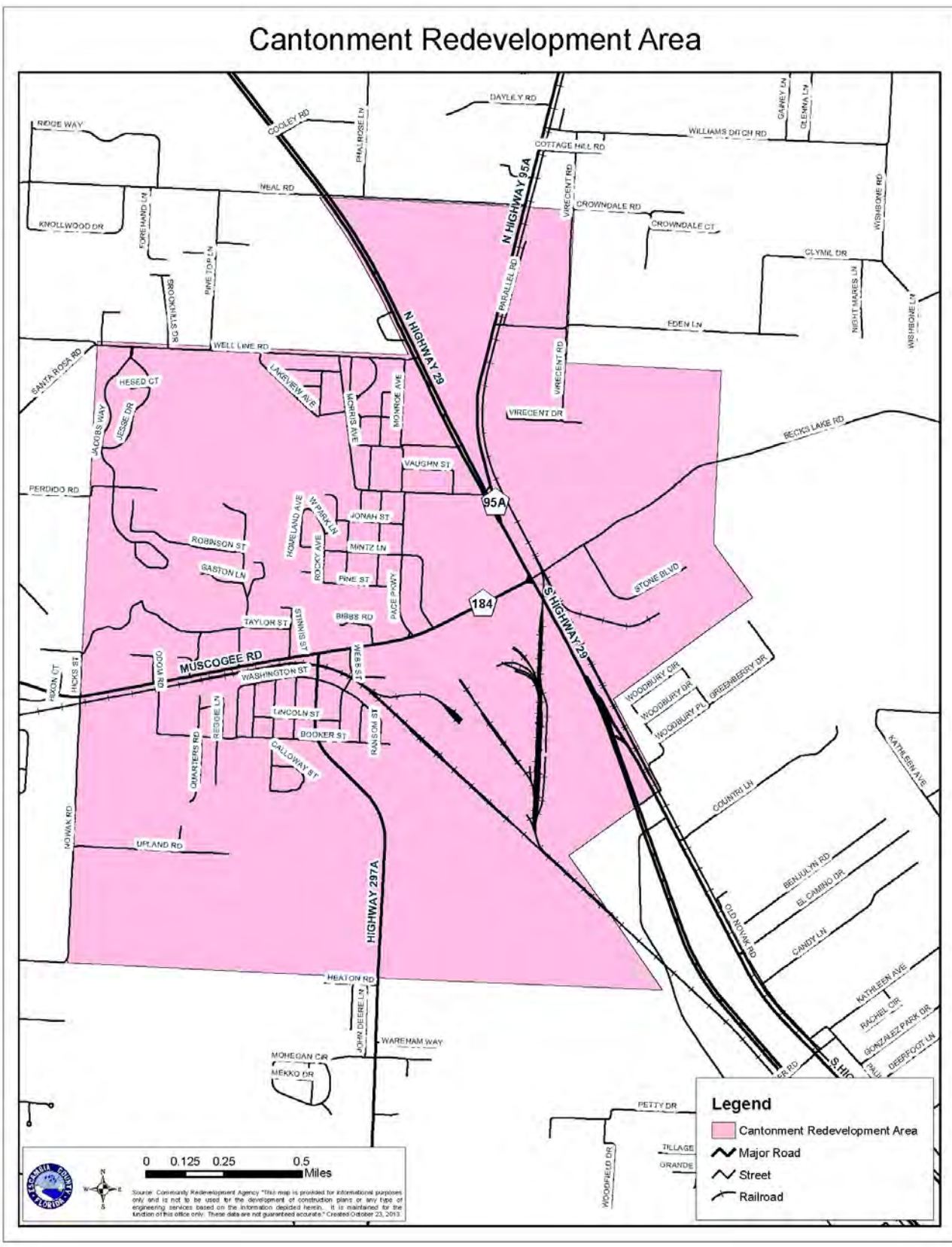
**Before and After
Photo**

**Code Enforcement
Demo Program**

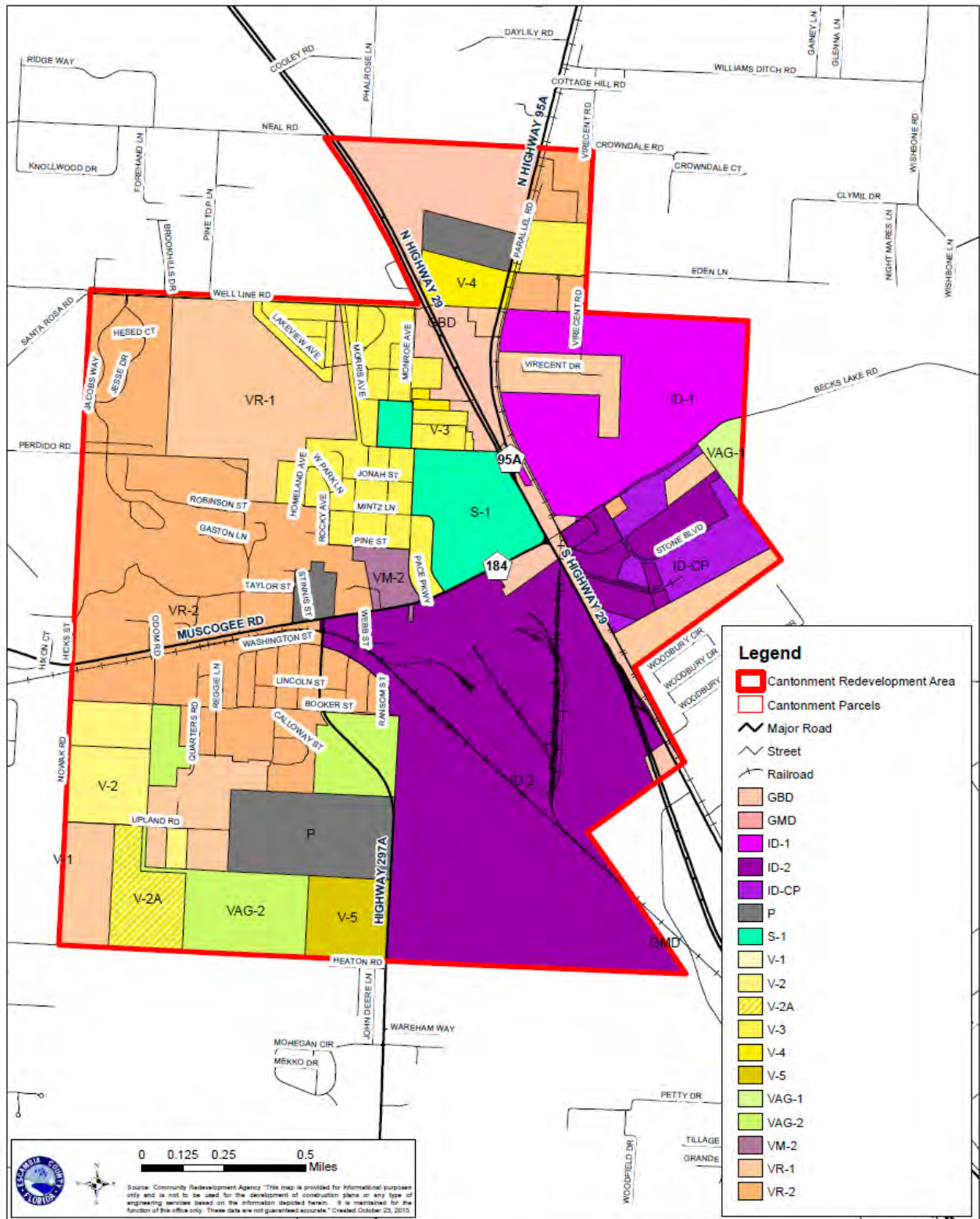


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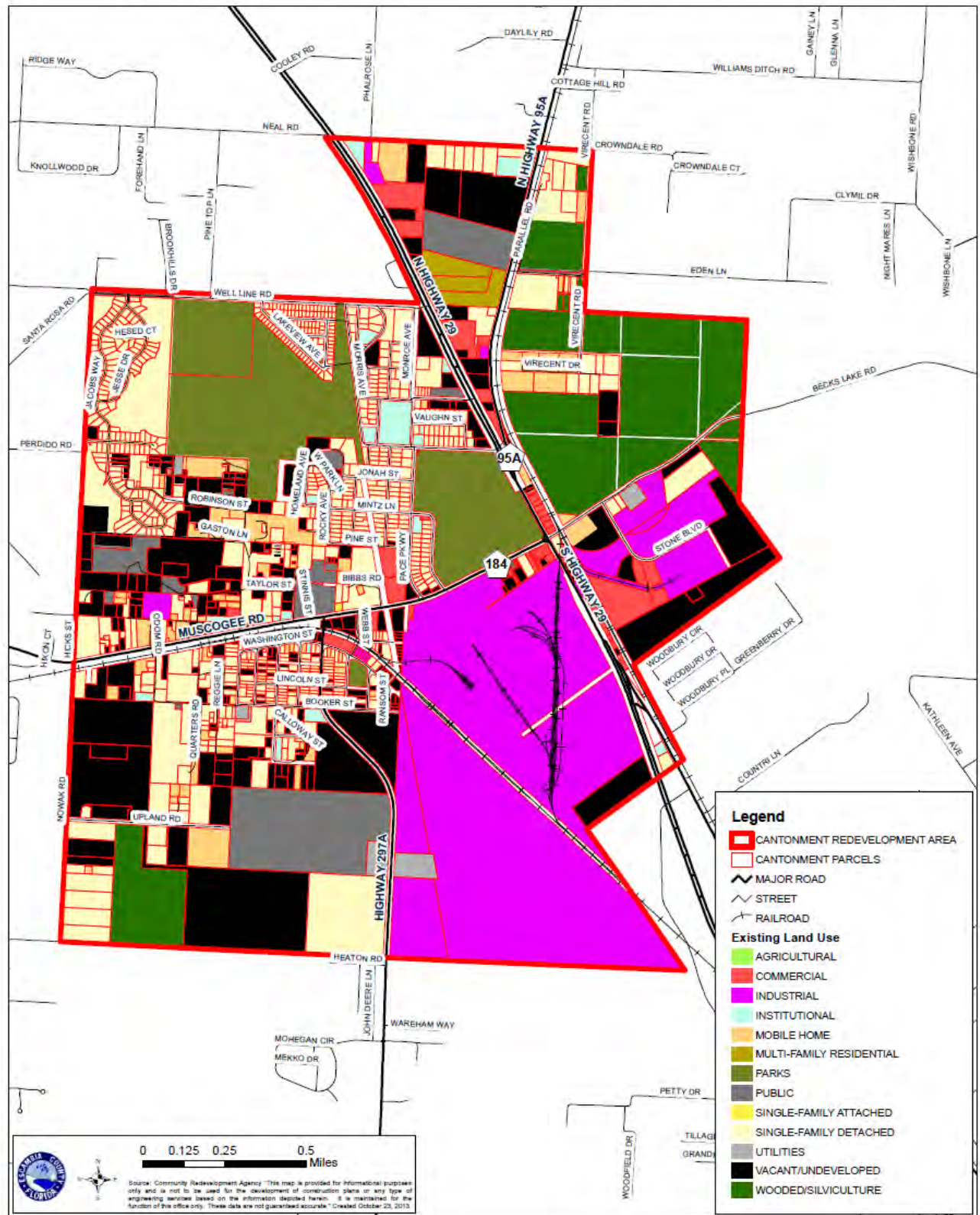
MAPS



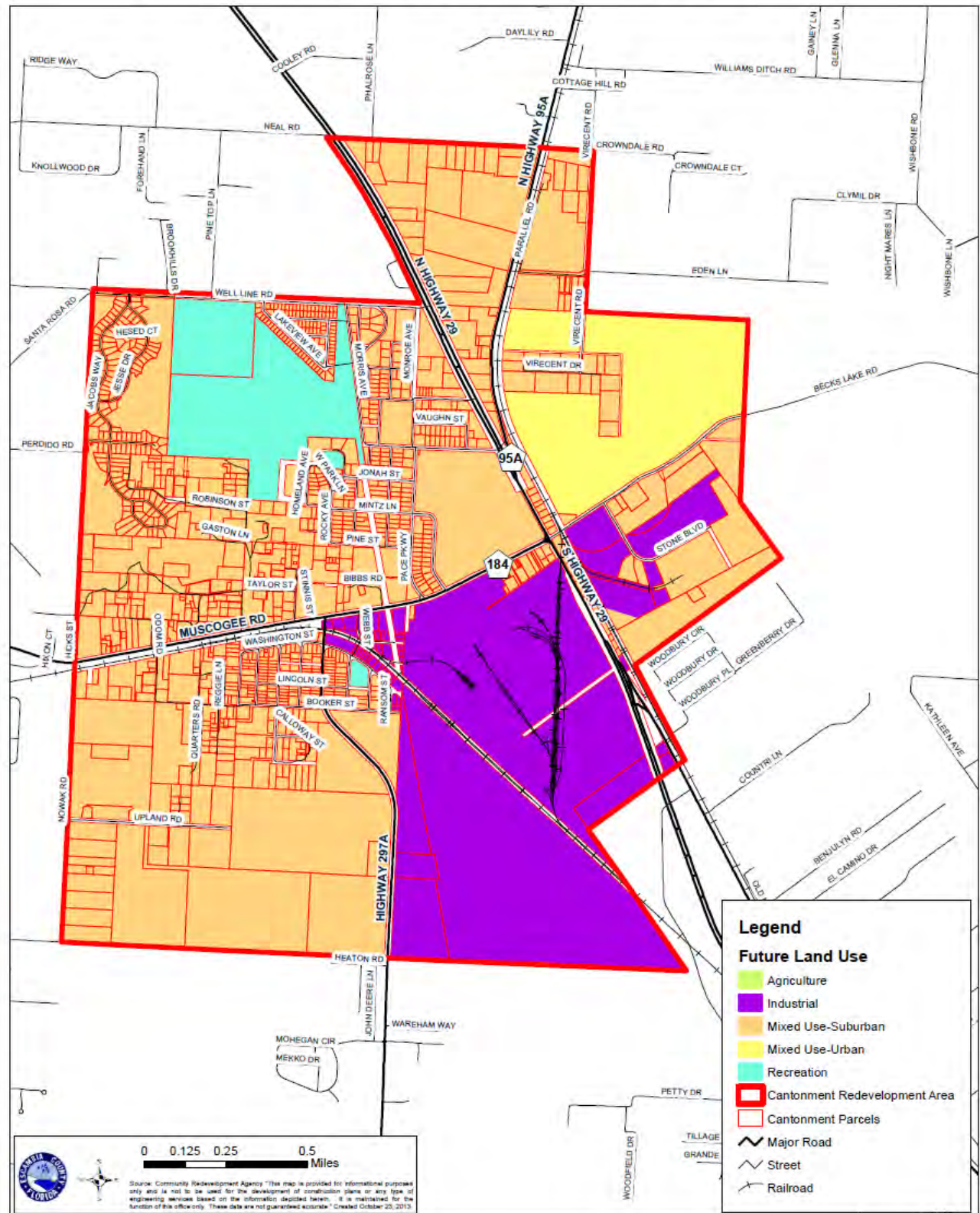
Cantonment Redevelopment Area - Zoning



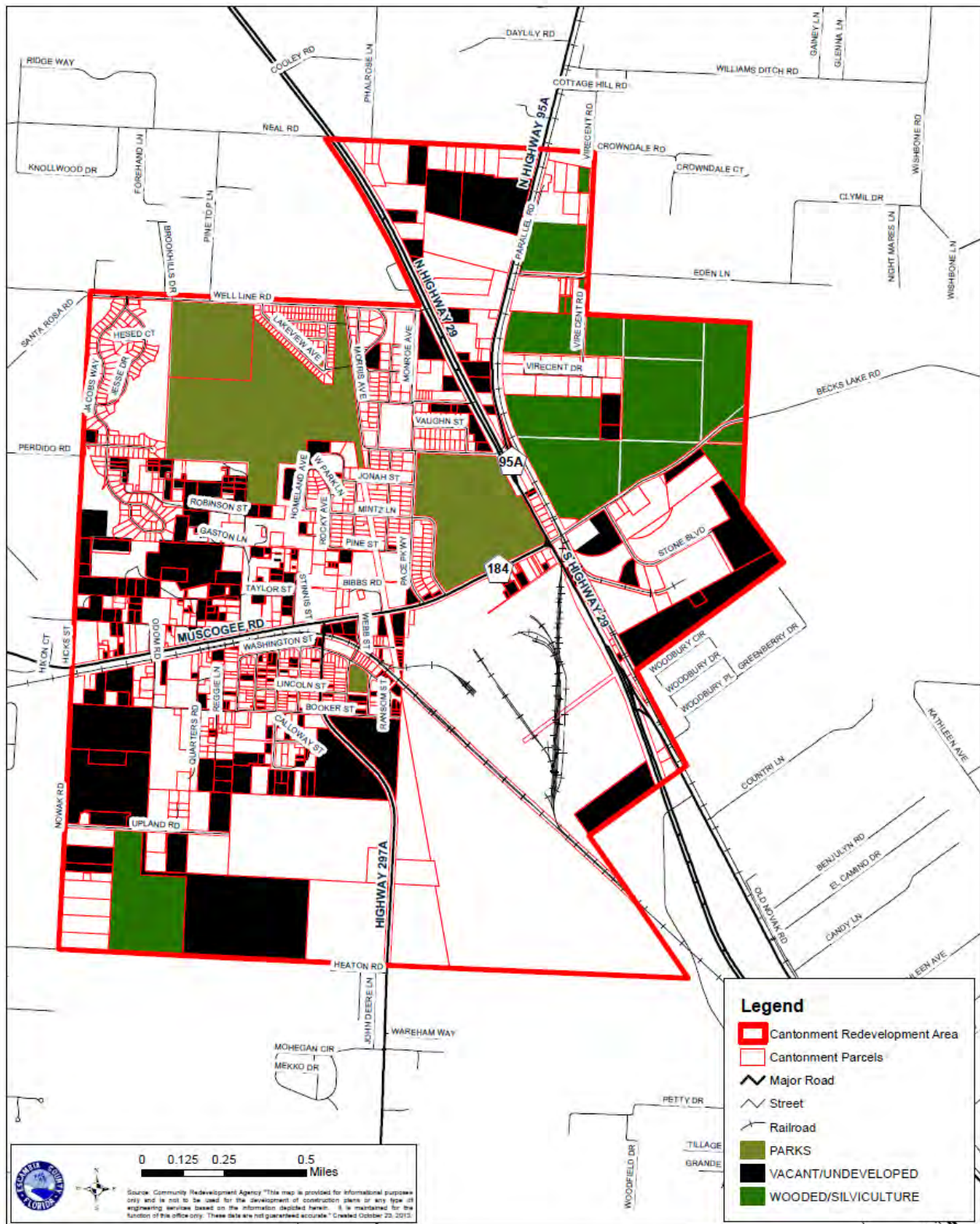
Cantonment Redevelopment Area - Existing Land Use



Cantonment Redevelopment Area - Future Land Use



Cantonment Redevelopment Area - Parks/ Recreation & Vacant





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APPENDICES

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APPENDIX A: RESOLUTION

Escambia County
Clerk's Original

11/18/2010 5:32 pm PH

2010-001301 BCC
Nov. 18, 2010 Page 1

RESOLUTION NUMBER R2010-204

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE CANTONMENT COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE CANTONMENT COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE CANTONMENT AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

Section 2. Definitions. The definition of the terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Cantonment Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

Section 3. Findings and Determinations. The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Cantonment Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of

Verified by: J. MacArthur

Date: 11/19/10

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public services, and depressing the tax base.

b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Cantonment Redevelopment Area is necessary in the interest of the public health, safety, morals and welfare of the residents of the County in order to eliminate, remedy and prevent conditions of slum and blight.

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes, in the Proposed Cantonment Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Cantonment Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 18th day of November, 2010.

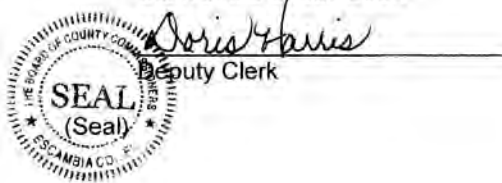
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



Kevin W. White, Chairman
Date Executed

11/18/2010

Attest: Ernie Lee Magaha
Clerk of the Circuit Court



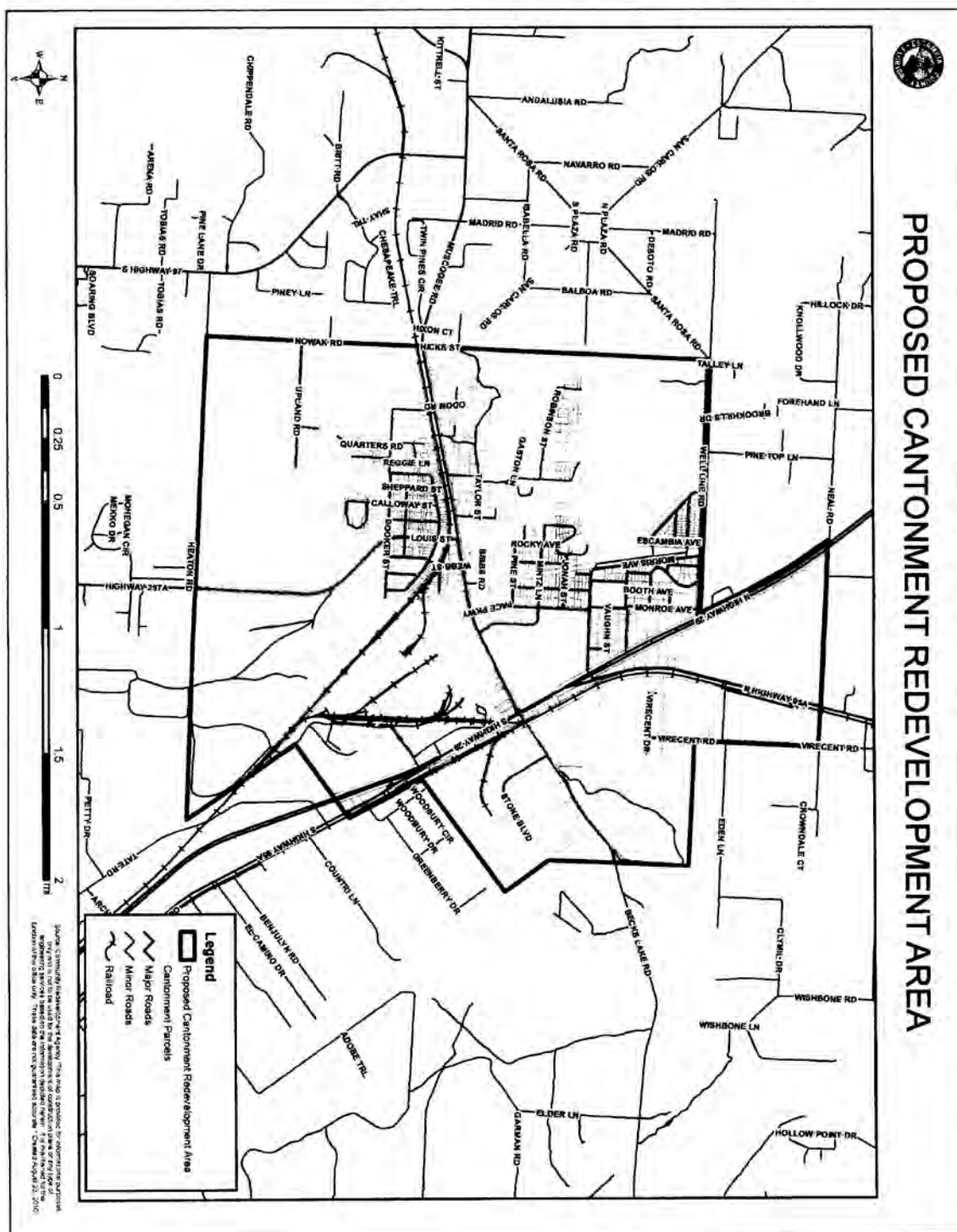
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Kristin Harris
Title: HCA
Date: 8/20/10

PROPOSED CANTONMENT REDEVELOPMENT AREA

Exhibit A



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Exhibit A

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Description
Cantonment Community Redevelopment Area (CRA)
August 5, 2010

This description is intended solely for the purpose of identifying the Cantonment Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

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Findings of Necessity Proposed Cantonment Redevelopment Area

Introduction

As directed by the Board of County Commissioners 27, 2010 Committee of the Whole, Escambia County Community Redevelopment Agency (CRA), Community & Environment Bureau, prepared this report to support the proposed creation of a Cantonment redevelopment area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2000 U.S. Bureau of Census Population and Housing with 2009 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of slum or blight as described in Florida Statute 163.340(7) or (8).

Findings

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a large number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. Inadequate street layout and lack of paved roads limits accessibility to property located north of Muscogee Road and appears to have contributed to faulty lot layouts, accessibility, and usefulness of the property. While some of the area is served by sanitary sewer, the majority of the proposed area to the north of Muscogee Road and east of Highway 29 is not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted during 2010, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated

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Condition. The housing conditions windshield survey results found 96% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The majority of houses, 87%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The majority (51.8%) of the houses in the proposed area were constructed prior to 1969. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. Over three quarters (79.8%) of the owner occupied housing in the area is valued at less than the County median housing value of \$117,527 with more than half (50.7%) valued at less than \$50,000. Overall housing conditions and values support the need for redevelopment in the area.

The average median household income in the area is \$28,921 which is over \$16,000 less than the County median income of \$45,484. Approximately 60% (59.6%) of the households located within the proposed redevelopment area reported an income of less than the County median income while only 38% of the residents in the County as a whole reported income below the median value.

Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of slum or blight as defined by Florida Statutes. The proposed area would benefit from redevelopment programs and projects. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of slum and blight.

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-67

Item #: 9.

BCC Regular Meeting

Date: 11/18/2010

Issue: 5:32 p.m. Public Hearing – Adopt a Resolution Creating the Cantonment Redevelopment Area

From: Sandra Prince Jennings, P.E., Bureau Chief

Organization: Comm & Env Neigh Redevelopment

CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning a Resolution creating the Cantonment Redevelopment Area (Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901):

A. Adopt the Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Cantonment community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Cantonment Community is necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County; finding that there is a need to designate Cantonment as a redevelopment area; and providing for an effective date; and

B. Authorize the Chairman execute the Resolution.

BACKGROUND:

On May 27, 2010, Committee of the Whole, the CRA, a Division of the Community & Environment Bureau (CEB), was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Cantonment community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached.

On November 18, 2010, at 4:20 p.m., a CRA meeting was convened to recommend to the Board the adoption of a Resolution creating the Cantonment Redevelopment Area. A Map of the proposed Area and the Findings of Necessity are attached.

BUDGETARY IMPACT:

BCC 5:32 PH

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Funding for the newspaper advertising was provided through the CRA Administration, Fund 151, Cost Center 220523, Object Code 54901. After the Redevelopment Plan is adopted by the Board, a Tax Increment Financing (TIF) Ordinance will be created to fund proposed improvements in the designated area.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling a Public Hearing for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution Finding of Necessity Legal Description Map

BCC 5:32 PM

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APPENDIX B: REDEVELOPMENT TRUST FUND ORDINANCE

ORDINANCE 2013-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES FOR CANTONMENT REDEVELOPMENT DISTRICT PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OR REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County;

WHEREAS, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, “The Community Redevelopment Act of 1969”; and

WHEREAS, on November 18, 2010, the Board of County Commissioners adopted the Cantonment Resolution of Findings (R2010-204) of slum and blight and a shortage of affordable housing for low and moderate income households in the Cantonment community; and

WHEREAS, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Cantonment Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the Community Redevelopment Act.

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

Section 1. Chapter 46, Article VI, Section 46-290 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

Sec. 46-290. **The Cantonment Redevelopment Trust Fund Ordinance.**

(1) Title. This section shall be known as the "The Cantonment Redevelopment Trust Fund Ordinance", and may be cited as such, and will be referred to herein as "this section".

(2) Legislative Findings:

- a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board") adopted resolutions by which it found and declared that five blighted areas existed in Escambia County; that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas were necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights; that said blighted areas were appropriate for community redevelopment projects; and that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community

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Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended.

These resolutions designated the blighted areas as community redevelopment areas.

- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. On January 2014, the Board will adopt the Cantonment Redevelopment Plan which, among other things adopted a plan, subject to modification from time to time as appropriate, for community redevelopment projects conducted by the Community Redevelopment Agency. The boundaries of the area are described as follows:

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North,

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Range 31 West as recorded in Deed Book “N” at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

d. In addition, the Board makes the following findings:

1. The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2010-204 and Ordinance 2013-___ are supported by competent and substantial evidence and that said findings’ determinations, declarations, and actions are valid related to the purpose of this Ordinance.

2. The Cantonment Redevelopment Plan, incorporated herein by reference, supports the findings of the Board that the Cantonment Redevelopment District is a blighted area within this meaning of this Ordinance.

3. Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Cantonment Redevelopment District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by Section 163.346, Florida Statutes, as amended.

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(3) Definitions. Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

(4) Establishment of Redevelopment Trust Fund.

For the duration of the Cantonment Redevelopment Plan, such plan shall be funded by the Cantonment Redevelopment Trust Fund.

Pursuant to Section 163.387, Florida Statutes, as amended, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Cantonment Redevelopment District and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by Section 163.387 Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Cantonment Redevelopment District;

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- d. Property clearance and preparation of the Cantonment Redevelopment District for redevelopment and for relocation of site occupants as provided for Section 163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

(5) Funding of Redevelopment Trust Fund.

- a. For the duration of any community redevelopment project undertaken in the Cantonment Redevelopment District pursuant to its redevelopment plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to thirty-four percent (34.3%) of the difference between:

- 1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on

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taxable real property contained within the geographic boundaries of the Cantonment Redevelopment Area; and

2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Cantonment Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

b. Pursuant to Section 163.387(2) Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in Section 163.387, Florida Statutes, as amended.

c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a

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result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to Section 163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in aforementioned paragraphs.

- d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.

(6) Disposition of Monies Upon Expiration of the Fiscal Year. Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with Section 163.387(7), Florida Statutes, as amended.

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(7) Annual Audit.

The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

Section 2. Severability.

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

Section 3. Inclusion in the Code.

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

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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: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(Seal)

Enacted:

Filed with Department of State:

Effective:

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APPENDIX C: ENVISION CANTONMENT WORKSHOPS

CRA staff, in partnership with the Cantonment Improvement Committee and Habitat for Humanity Pensacola, conducted a series of public involvement meetings to engage the community in the development of this plan. The meetings were entitled Envision Cantonment and consisted of:

Kickoff Meeting and Identification
of Issues & Opportunities
October 1, 2013



Prioritize Issues & Opportunities
October 15, 2013



Review of Priorities, Short Term
Work Program, and Outline of
Redevelopment Plan
October 22, 2013



Review of Final Draft of
Cantonment Redevelopment Plan
October 29, 2013

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FOCUS AREAS TOPICS

HOUSING:

Affordable Housing
Low Income Housing
Housing Rehabilitation
Nursing Homes
Seniors Communities

WORKFORCE / JOBS:

Skilled Workforce
Bring jobs to Cantonment
Job Training Center (i.e. Escarosa)
Technical or Trade Schools

TRANSPORTATION & INFRASTRUCTURE:

Sewage System & Wastewater Treatment
Water Supply
Drainage
Paved Streets / Roads Repair
Street Patterns
Bus System
Car Pool
Taxi

COMMUNITY SERVICES:

Boys & Girls Club
Childcare Centers
Community Centers
Fire Protection
Library
Schools

HEALTH & SAFETY:

Crime
Community Cleanups
Ambulance Services
Health Departments
Hospitals & Clinics

BUSINESS GENERATION

Attracting New Business
Business Incubators
Desired Types of Business
Enhancing Current Businesses

CULTURAL / NATURAL RESOURCES & RECREATION:

Parks
Nature Trails
Outdoor Recreation
Lakes & Ponds

Sports Complex
Camp Grounds



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5546

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 01/16/2014

Issue: 5:32 p.m. Public Hearing to Consider Adoption of the Cantonment Redevelopment Trust Fund Ordinance

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting the Cantonment Redevelopment Trust Fund Ordinance.

Recommendation: That the Board take the following action concerning adoption of the Cantonment Redevelopment Trust Fund Ordinance:

A. Adopt the Cantonment Redevelopment Trust Fund Ordinance, as requested by the Community Redevelopment Agency; and

B. Authorize the Chairman to execute the Ordinance.

BACKGROUND:

On November 18, 2010, the Escambia County Board of County Commissioners adopted a Resolution (R2010-204) creating the Cantonment Redevelopment District.

A 5:31 p.m. public hearing has been scheduled for the January 16, 2014 BCC meeting requesting the BCC adopt the Cantonment Redevelopment Plan as recommended by the CRA. The Redevelopment Plan provides a framework for coordinating and facilitating public and private redevelopment of the area. The attached ordinance will provide funds to be utilized for redevelopment in the declared Cantonment Redevelopment District according to the proposed plan.

BUDGETARY IMPACT:

Tax Increment Financing (TIF) is a funding mechanism for redevelopment authorized by Chapter 163.387, Florida Statutes. TIF captures the incremental increase in tax revenues resulting from the growth in property values as the redevelopment program is implemented. These revenues are to be placed in the Cantonment Redevelopment Trust Fund and will be used for the declared Cantonment Redevelopment District.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Trust Fund Ordinance has been reviewed and approved by the County Attorney's Office.

PERSONNEL:

No additional personnel is needed for this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute 163.387 requires that an ordinance be adopted by the governing body in order to establish a trust fund for a redevelopment area. Funds allocated to and deposited into this fund shall be used by the community redevelopment agency to finance any redevelopment it undertakes pursuant to the approved redevelopment plan for the declared area.

IMPLEMENTATION/COORDINATION:

The CRA solicited input from residents and business owners in the Cantonment area by conducting a series of four public community meetings in October 2013. Upon approval by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan and disburse funds according to the approved plan.

Attachments

Cantonment Trust Fund Ordinance

Cantonment Redevelopment Plan

ORDINANCE NUMBER 2014 - ____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES, FOR CANTONMENT REDEVELOPMENT DISTRICT PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OF REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County;

WHEREAS, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, "The Community Redevelopment Act of 1969"; and

WHEREAS, on November 18, 2010, the Board of County Commissioners adopted the Cantonment Resolution of Findings (R2010-204) of slum and blight and a shortage of affordable housing for low and moderate income households in the Cantonment community; and

WHEREAS, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Cantonment Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the continued protection of the health, safety, and welfare of the citizens of the County through the Community Redevelopment Act.

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

Section 1. Chapter 46, Article VI, Section 46-290 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Sec. 46-290. The Cantonment Redevelopment Trust Fund Ordinance.

(1) Title. This section shall be known as the "The Cantonment Redevelopment Trust Fund Ordinance", and may be cited as such, and will be referred to herein as "this section".

(2) Legislative Findings:

- a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board") adopted resolutions by which it found and declared: i) that five blighted areas existed in Escambia County; ii) that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas were necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights; iii) that said blighted areas were appropriate for community redevelopment projects; and iv) that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended.

These resolutions designated the blighted areas as community redevelopment areas.

- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. On January 16, 2014, the Board further adopted the Cantonment Redevelopment Plan which, among other things adopted a plan, subject to modification from time to time as appropriate, for community redevelopment projects conducted by the Community Redevelopment Agency. The boundaries of the area are described as follows:

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (RW varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly

along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

d. In addition, the Board makes the following findings:

(1) The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2010-204 and Ordinance 2014-____ are supported by competent and substantial evidence and that said findings determinations, declarations, and actions are valid as it relates to the purpose of this Ordinance.

(2) The Cantonment Redevelopment Plan, incorporated herein by reference, supports the findings of the Board that the Cantonment Redevelopment District is a blighted area within this meaning of this Ordinance.

(3) Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Cantonment Redevelopment District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by §163.346, Florida Statutes, as amended.

(3) Definitions. Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

(4) Establishment of Redevelopment Trust Fund.

For the duration of the Cantonment Redevelopment Plan, such plan shall be funded by the Cantonment Redevelopment Trust Fund.

Pursuant to §163.387, Florida Statutes, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Cantonment Redevelopment District and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by §163.387, Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Cantonment Redevelopment District;

- d. Property clearance and preparation of the Cantonment Redevelopment District for redevelopment and for relocation of site occupants as provided for §163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

(5) Funding of Redevelopment Trust Fund.

- a. For the duration of any community redevelopment project undertaken in the Cantonment Redevelopment District pursuant to its redevelopment plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to 34.3% of the difference between:
 - 1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on

taxable real property contained within the geographic boundaries of the Cantonment Redevelopment Area; and

2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Cantonment Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

- b. Pursuant to §163.387(2), Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in §163.387, Florida Statutes, as amended.
- c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a result of a community redevelopment project, has been paid, but only to the

extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to §163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in the aforementioned paragraphs.

d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.

(6) Disposition of Monies Upon Expiration of the Fiscal Year. Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with §163.387(7), Florida Statutes, as amended.

(7) Annual Audit.

The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

Section 2. Severability.

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

Section 3. Inclusion in the Code.

It is the intention of the Board that the provisions of this ordinance shall become and be made a part of the Escambia County Code of Ordinances and that such 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 filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2014.

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

BY: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(Seal)

Enacted:

Filed with Department of State:

Effective:

Approved as to form and legal
sufficiency,

By/Title: _____
Date: 12/9/13



Cantonment Redevelopment Plan

Escambia County
Community Redevelopment Agency
Community and Environment Department

Adopted January 2014

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EXECUTIVE SUMMARY

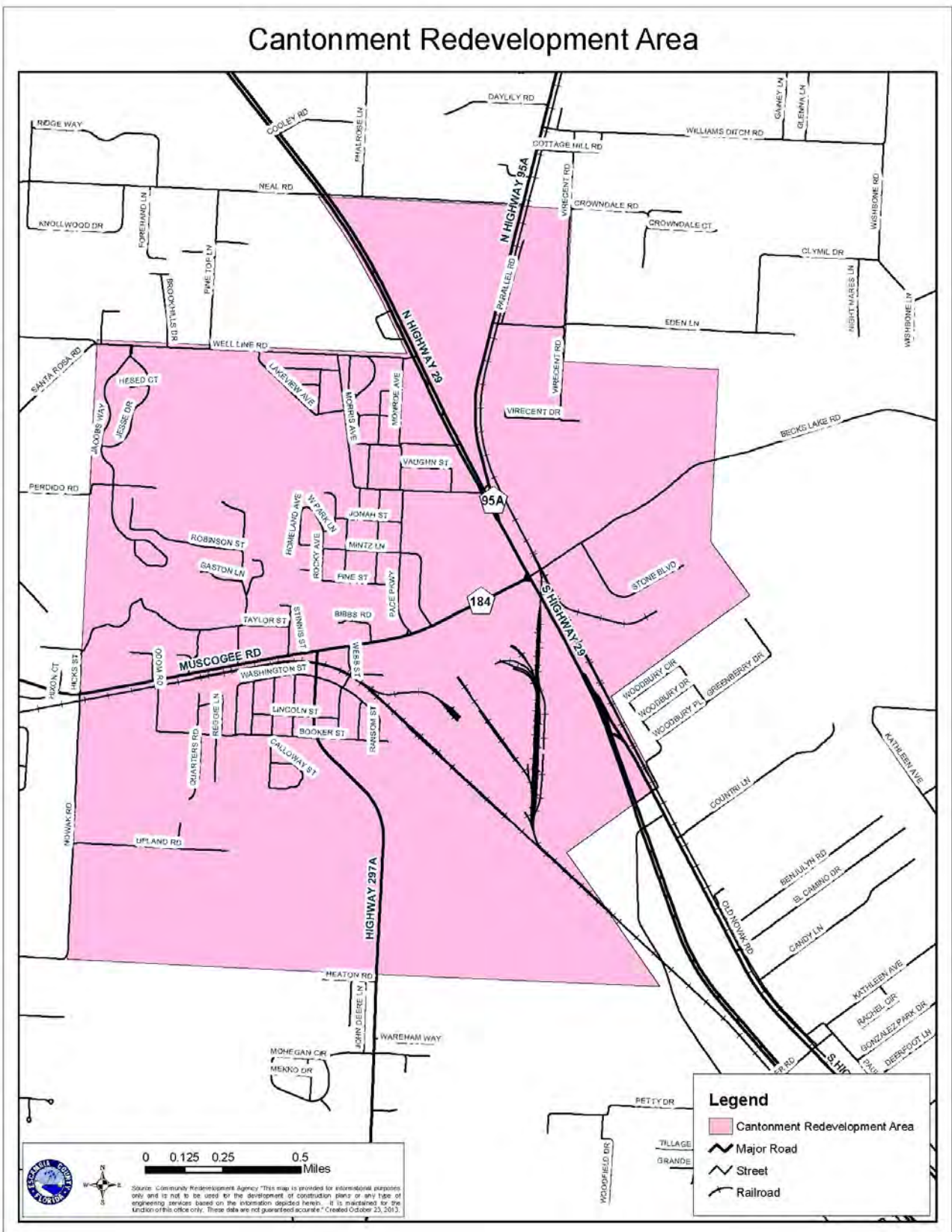
The Community Redevelopment Act of 1969 was enacted to provide local governments within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers to this agency such as the power to designate certain areas as: slum and blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The Redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F.S. 163.361.

The Board of County Commissioners designated the Cantonment Redevelopment Area (CRA) pursuant to Resolution number R2010-204 on November 18, 2010. This Plan, developed with broad community involvement, supports the future redevelopment of the Cantonment CRA and is written in compliance with F.S. 163.362.

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LEGAL DESCRIPTION

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

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CHAPTER 1: EXISTING CONDITIONS

Introduction: This chapter gives a detailed description of the existing demographic and socio-economic conditions, crime statistics, housing inventory and conditions, current zoning and existing land use of the Cantonment Redevelopment Area.

The redevelopment area boundaries include the following neighborhoods and neighborhood associations:

- Harvesters neighborhood
- The Bottom neighborhood
- Cantonment Improvement Committee
- Brown's Quarter neighborhood
- The Village neighborhood
- Muscogee neighborhood

The CRA solicited input from residents and business owners in all of these neighborhoods and organizations by conducting a series of four public community meetings in October 2013. Community member responses as well as conditions listed in this chapter were used to determine specific needs to be addressed over the next five years. The CRA will continue to work with these residents, neighborhood associations, and area businesses during the plan implementation.

1.1 DEMOGRAPHIC AND SOCI-ECONOMIC CONDITIONS

The redevelopment needs of the Cantonment area were evaluated directly through field investigation and indirectly through U.S. Census data estimates which includes Population, Race, Households, Household income, and Housing.

- A. **Population** – As presented in Table 1.1A, the Cantonment Redevelopment Area is showing a slow but steady increase in population concurrently with Escambia County as a whole.

Table 1.1A: Population from 1990 to 2013

Total Population	1990	2000	2010	2013
Escambia County	263,272	294,784	298,144	302,715
Cantonment CRA	1,764	1,837	1,953	1,992

Source: U.S. Census Bureau & ESRI Estimates and Projections

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- B. **Race**- Table 1.1B shows that the racial majority of the Cantonment Redevelopment Area is White followed by African American and less than 3% of other races.

Table 1.1B: Race

Race	Cantonment CRA	Escambia County
White Alone	52.00%	75.00%
African American Alone	43.76%	16.00%
American Indian and Alaskan Native	1.18%	0.40%
Asian	0.36%	2.40%
Pacific	0.00%	0.10%
Other Race	0.67%	3.60%
Two or More Races	1.60%	2.50%

Source: U.S. Census Bureau & ESRI, 2009 Estimates

- C. **Households** – The number of family households in Cantonment Redevelopment Area is less than .005% of the total number of household in Escambia County.

Table 1.1C: Households

Households	Cantonment CRA	Escambia County
Family Households	553	111,928

Source: UWF Haas Center and U.S. Census Bureau

- D. **Household Income** – According to the sources below Table 1.1D, there is a large number of low (less than \$24,999) to very low (less than \$15,000) household incomes in the Cantonment Redevelopment Area.

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Table 1.1D: Household Income

Household Income	Cantonment CRA	Escambia County
Income under \$15,000	165 (21.7%)	6,601 (5.9%)
Income \$15,000 to \$24,999	150 (19.7%)	14,223 (12.7%)
Median Family Household Income	\$28,921	\$43,707

Source: UWF Haas Center & U.S. Census Bureau

E. *Housing*

Based upon windshield surveys conducted during 2010, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single-family residences were scored based upon a point system ranging from 1= Excellent Condition to 5=Dilapidated Condition. The housing conditions windshield survey results found 96% of the single-family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The majority of houses, 87%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The majority (51.8%) of the houses in the proposed area were constructed prior to 1969. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. Over three quarters (79.8%) of the owner occupied housing in the area is valued at less than the County median housing value of \$117,527 with more than half (50.7%) valued at less than \$50,000. Overall housing conditions and values support the need for redevelopment in the area.

Table 1.1E: Housing

Occupied Units	Cantonment CRA	Escambia County
Owner Occupied	69.7%	67.4%
Rental Occupied	20.3%	32.6
Owner Occupied Housing Value	Cantonment CRA	Escambia County
Median Value	\$70,400	\$145,000

Source: ESRI, 2009 Estimates & U.S. Census Bureau

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1.2 CRIME

Crime and the perception of crime are major contributing factors to blight in the area. Data presented in Table 1.2A and the charts below indicate that this continues to be the case.

Violent crimes included aggravated assault, criminal homicide, forcible rape, and robbery. Non-violent crimes consisted of burglary, larceny, and motor vehicle theft. Implementation of the plan and several improvements throughout the Cantonment CRA along with grant programs readily available for the residents and stakeholders are designed to reduce the crime rate.

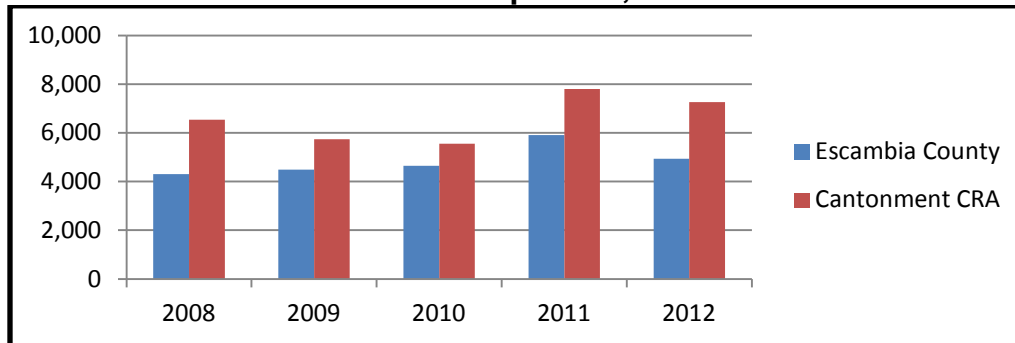
TABLE 1.2A: Index Crime Rates Reported by Jurisdiction and Year 2008-2012

Year	Area	Murder	Sex	Robbery	Assault	Burglary	Larceny	MVT	Narcotics	Total
2008	Escambia	18	225	554	1,420	2,417	6,364	687	1,369	13,054
2008	Cantonment	0	2	3	41	38	24	28	19	155
2009	Escambia	15	307	534	1,392	2,610	6,593	630	1,526	13,607
2009	Cantonment	0	2	5	37	39	29	22	7	141
2010	Escambia	26	313	461	1,128	2,665	7,271	519	1,458	13,841
2010	Cantonment	0	2	1	40	25	32	31	11	142
2011	Escambia	14	272	463	1,033	2,600	7,543	858	1,641	14,424
2011	Cantonment	0	2	5	45	47	46	34	13	192
2012	Escambia	15	264	412	1,269	3,156	7,579	550	1,701	14,946
2012	Cantonment	0	2	2	53	41	32	33	17	180

Source: Escambia County Sheriff's Office

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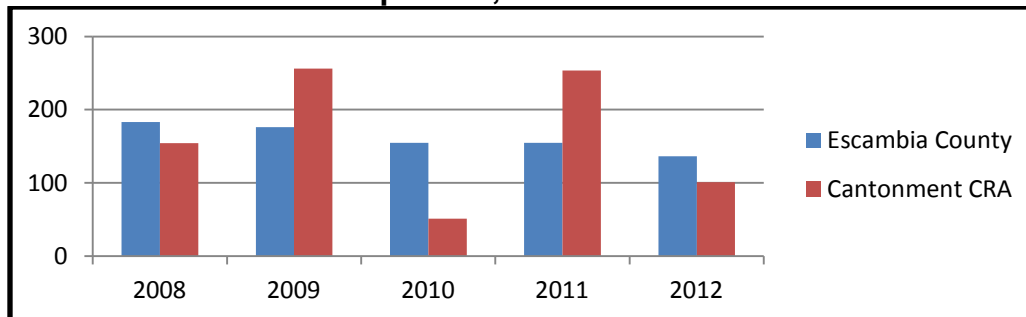
CHART 1.2A: Total Index Crimes per 100,000



Source: Escambia County Sheriff's Office & ESRI 2009 Estimates

When compared in crimes per 100,000 residents, the magnitude of the crime problem in Cantonment CRA is understood. In the five-year data period from 2008-2012, total crimes in the Cantonment CRA exceed the crime rate in Escambia County as a whole. Residents and business owners in the Cantonment CRA are more likely to experience crime than the county average.

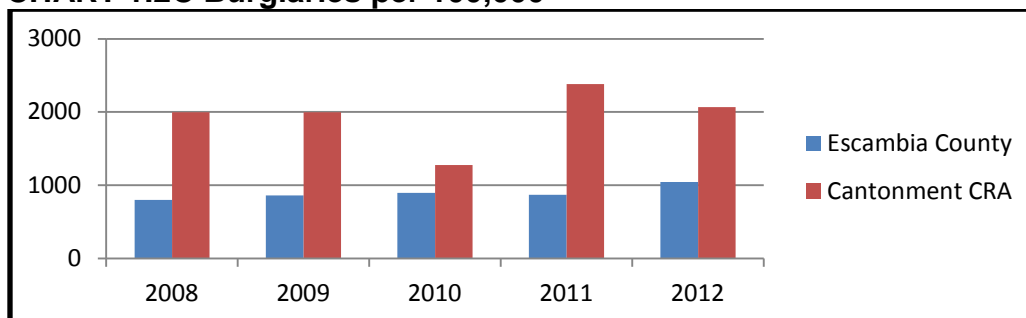
CHART 1.2B: Robberies per 100,000



Source: Escambia County Sheriff's Office & ESRI 2009 Estimates

The data for Robberies per 100,000 persons is inconclusive in the five years listed above. In some years, such as 2009 and 2011, the chance of being the victim of a robbery was much higher than the county average. However, in 2008, 2010 and 2012 the opposite was true.

CHART 1.2C Burglaries per 100,000



Source: Escambia County Sheriff's Office & ESRI 2009 Estimates

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The rate of Burglary in the Cantonment CRA is noticeably higher than the county average. In four out of the five reporting years, citizens and businesses in the Cantonment CRA were twice more likely to be the victim of a burglary than a citizen outside of the CRA.

1.3 HOUSING INVENTORY AND CONDITIONS

CRA staff completed a windshield housing conditions survey throughout the Cantonment Redevelopment Area in 2010. The survey results are presented in Table 1.3A Existing Housing Conditions. Area housing was evaluated based upon the following established conditions criteria:

1 = Excellent condition – No repair or very minor repair required.

2 = Good condition – Evidence of aging, but no structural repair needed. Houses may require minor repair and/or cosmetics, such as painting.

3 = Fair condition – Repair or rehabilitation required. Roofing work or shingle replacement may be needed. There may be evidence of a need for energy related improvements.

4 = Poor condition – Obvious structural damage exists. The entire structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.

5 = Dilapidated condition – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

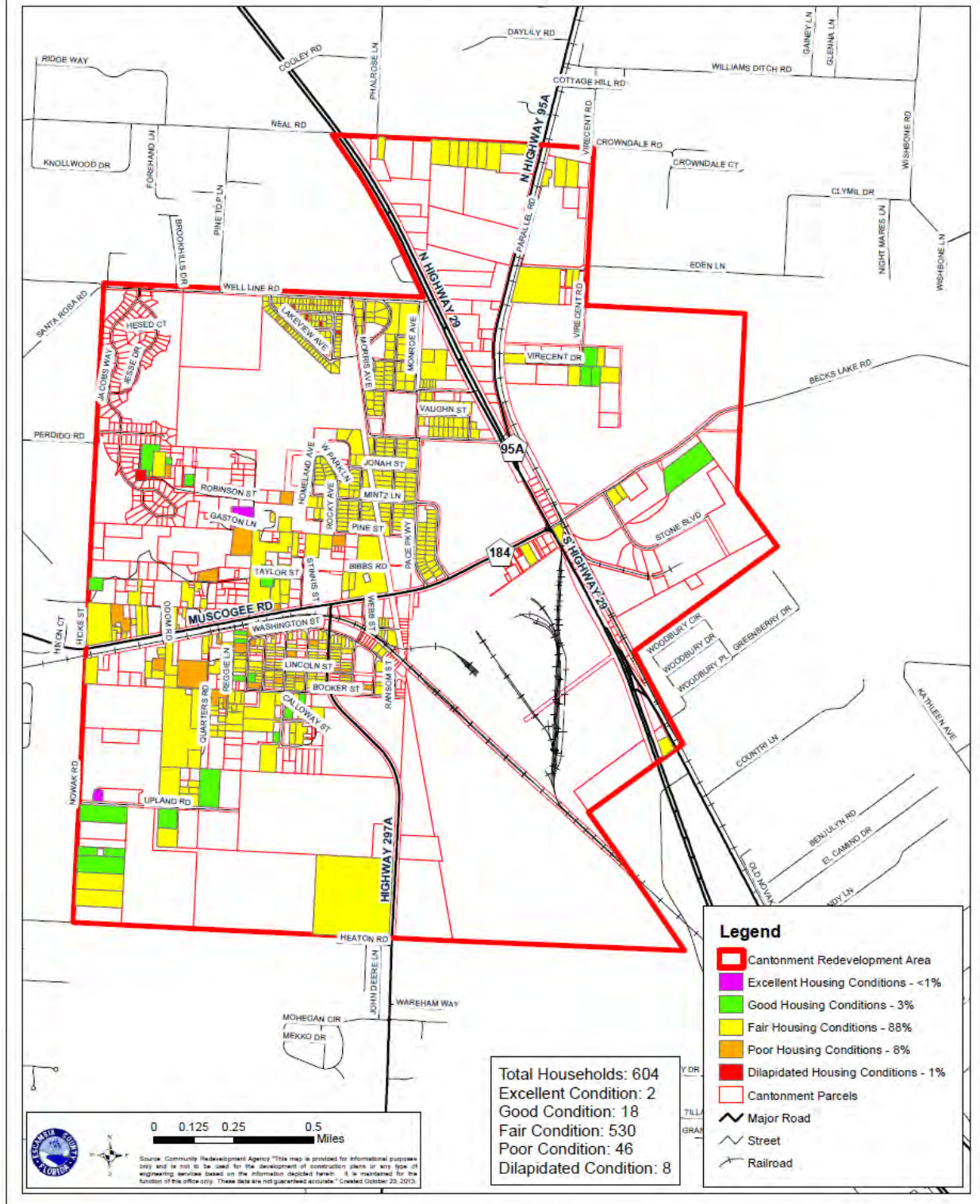
TABLE 1.3A: Existing Housing Conditions

HOUSING CONDITIONS	NUMBER OF STRUCTURES	PERCENT OF TOTAL
1 = Excellent	2	<1%
2 = Good	18	3%
3 = Fair	530	88%
4 = Poor	46	8%
5 = Dilapidated	8	1%
Total	604	100%

Source: Escambia County CRA staff

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Cantonment Redevelopment Area - Housing Conditions



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1.4 CURRENT ZONING

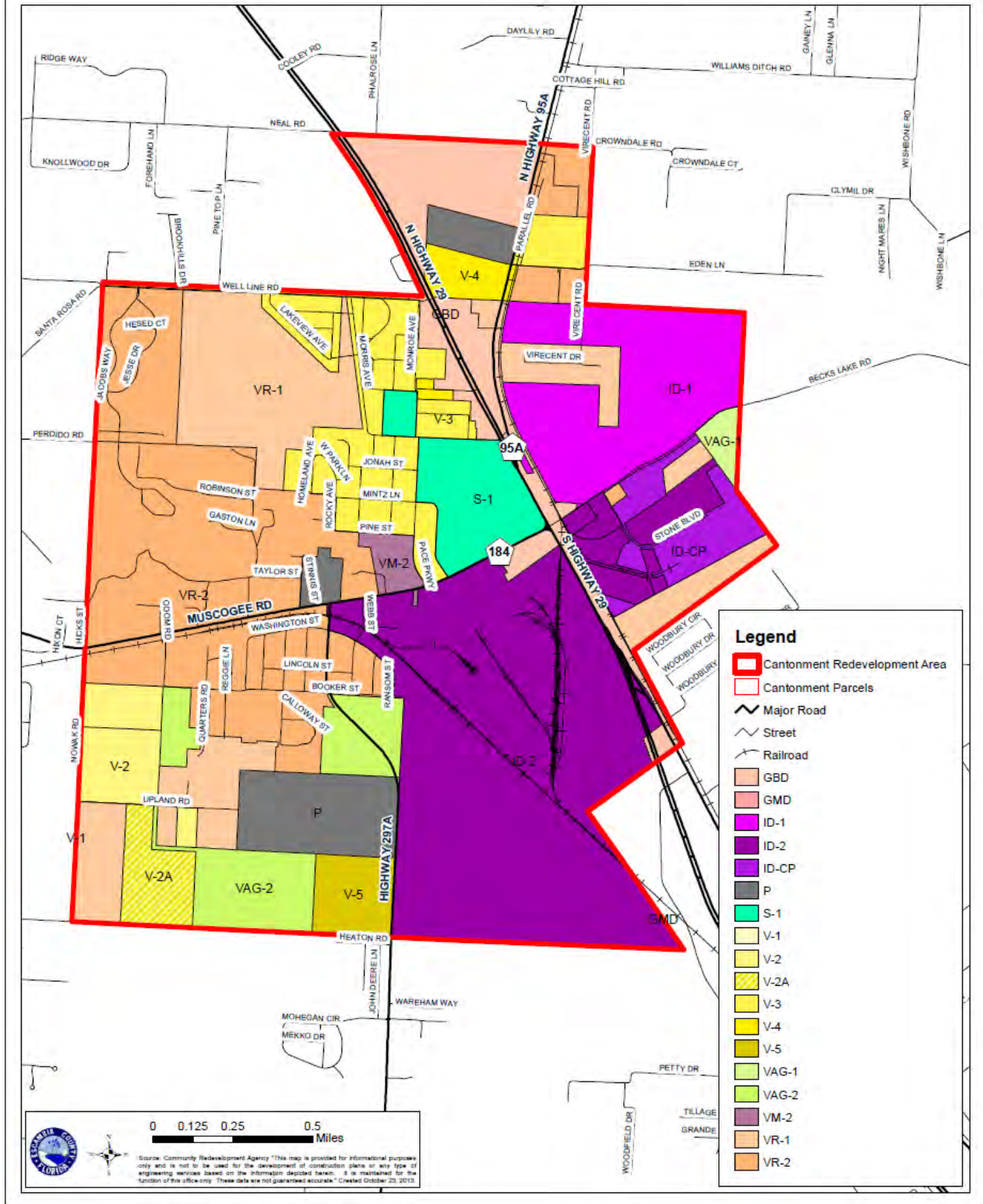
The eighteen zoning districts identified in the Cantonment Redevelopment Area include a broad range of intended uses. The zoning districts and brief descriptions are presented as follows in Table 1.4.A and further shown on the CRA Zoning map on the next page.

TABLE 1.4A: Zoning

Zoning	Intended Use
GBD	Gateway Business District
GMD	Gateway Mixed Use District
ID-1	Industrial District (no residential uses allowed)
ID-2	General Industrial District (no residential uses allowed)
ID-CP	Industrial Commerce Park (no residential uses allowed)
P	Public Land
S-1	Outdoor Recreational District (no residential uses allowed)
V-1	Villages Single-Family Residential, Low Density
V-2	Villages Single-Family Residential, Medium Density
V-2A	Villages Single-Family Residential, Low Density
V-3	Villages Single-Family Residential, High Density
V-4	Villages Multifamily Residential
V-5	Villages Mixed Residential Clustered
VAG-1	Villages Agriculture, Low Density
VAG-2	Villages Agriculture
VM-2	Villages Mixed Residential - 2
VR-1	Villages Rural Residential, Low Density
VR-2	Villages Rural Residential

Source: Escambia County Land Development Code

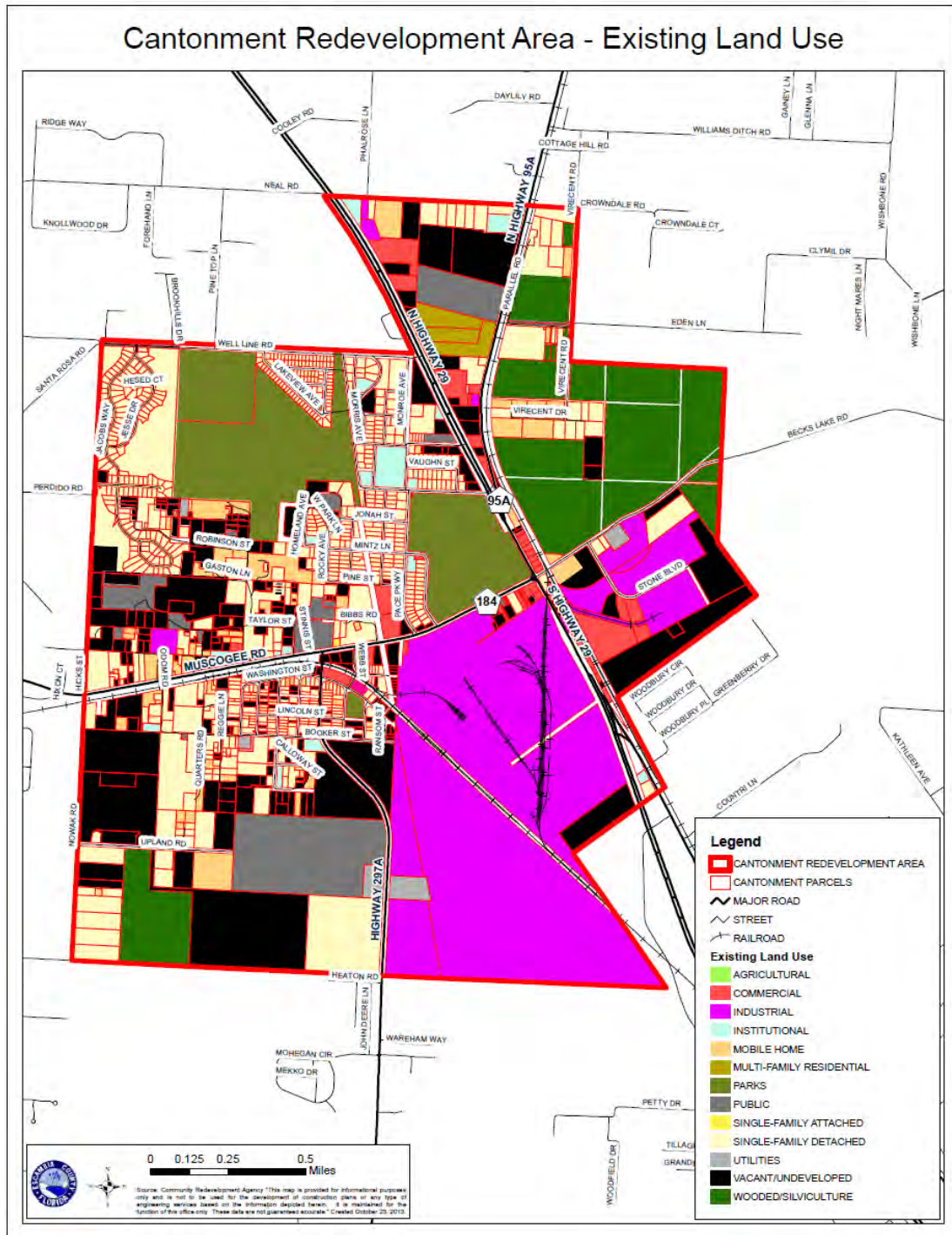
Cantonment Redevelopment Area - Zoning



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1.5 EXISTING LAND USE

Existing land use in the redevelopment area includes Agricultural, Commercial, Industrial, Institutional, Mobile Home, Multi-Family Residential, Parks, Public, Single-Family attached, Single-Family detached, Utilities, Vacant/Undeveloped, and Wooded areas.

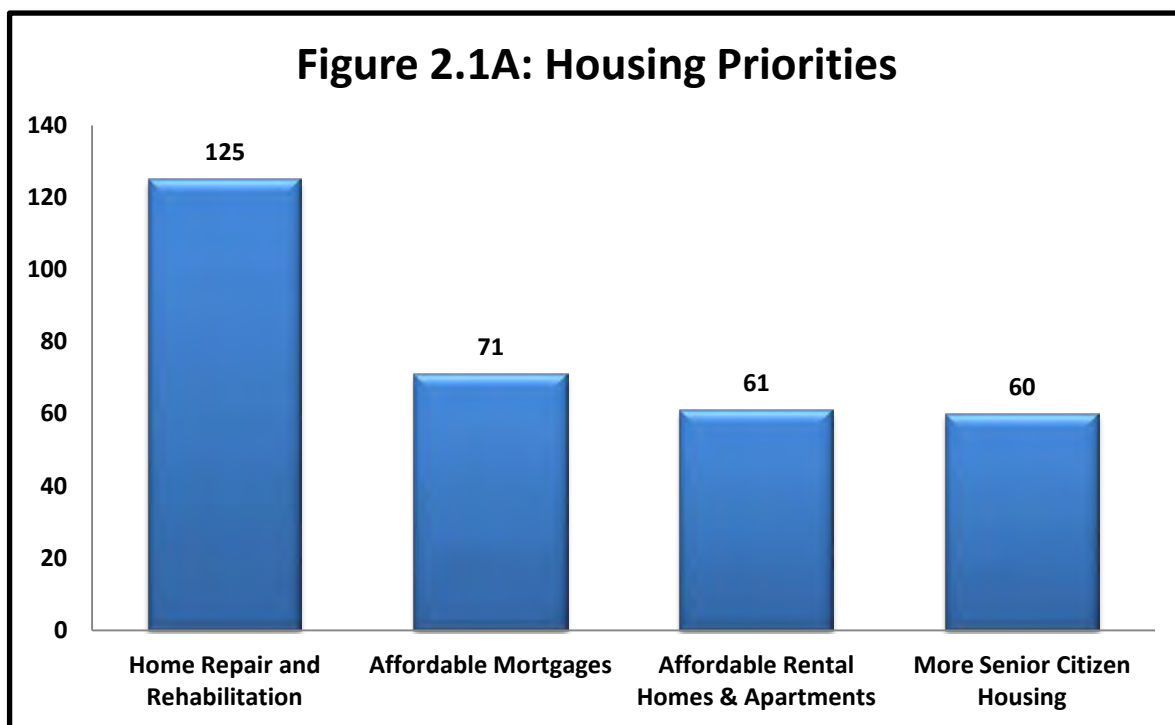


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CHAPTER 2: REDEVELOPMENT ISSUES AND OPPORTUNITIES

Through a series of Workshops and public participation, Issues and Opportunities were identified in seven focus areas of Community Visioning and prioritized by the Cantonment community. The seven focus areas are Housing, Community Facilities and Services, Health and Safety, Workforce and Jobs, Transportation and Infrastructure, Business Generation, and Cultural/Natural Resources and Recreation. The Issues are problems identified within the community and the Opportunities are the proposed solution to those problems.

2.1 HOUSING



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.1A depicts the four primary housing issues identified by the Cantonment community. The highest priority in regards to housing is that homes are in need of repair and rehabilitation. This issue vastly outranked the other three housing issues followed by affordable mortgages, affordable rental homes & apartments, and more senior citizens housing respectively.

a. The Issues: Home Repair and Rehabilitation

Because over fifty percent of the homes within the redevelopment area are forty five years or older, there is a great need for housing repair or rehabilitation.

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The Opportunities:

The Community Redevelopment Agency (CRA) will work very closely with the Neighborhood Enterprise Foundation, Inc. (NEFI), neighborhood groups, and other agencies to identify and assist residential property owners who need housing repairs and or rehabilitation assistance. Furthermore the CRA will initiate a residential rehabilitation grants program utilizing tax incremental financing (TIF) as a funding source. The CRA will continue to promote a variety of funding sources to assist in rehabilitation and reinvestment activities. The CRA will work with homeowners to achieve improved housing conditions and repair assistance to change the appearance and livability of this community.

b. The Issues: Affordable Mortgages

There is a great need for affordable mortgages in Cantonment. Home ownership is one avenue to improve the economy and value of a community. Many citizens desire to own a home, but in order for citizens to become homeowners the mortgages must be affordable.

The Opportunities:

The CRA will encourage public/private initiatives and collaborate with agencies such as Habitat for Humanity, Community Enterprise Investments, Inc, Hancock Bank, and other agencies to make affordable mortgages available to citizens.

c. The Issues: Affordable Rental Homes & Apartments

There is a great need to provide more affordable rental homes and apartments for citizens who prefer renting.

The Opportunities:

The CRA will encourage home and apartment owners to offer affordable rental rates and collaborate with other agencies to provide educational workshops on housing and apartment rental.

d. The Issues: More Senior Citizen Housing

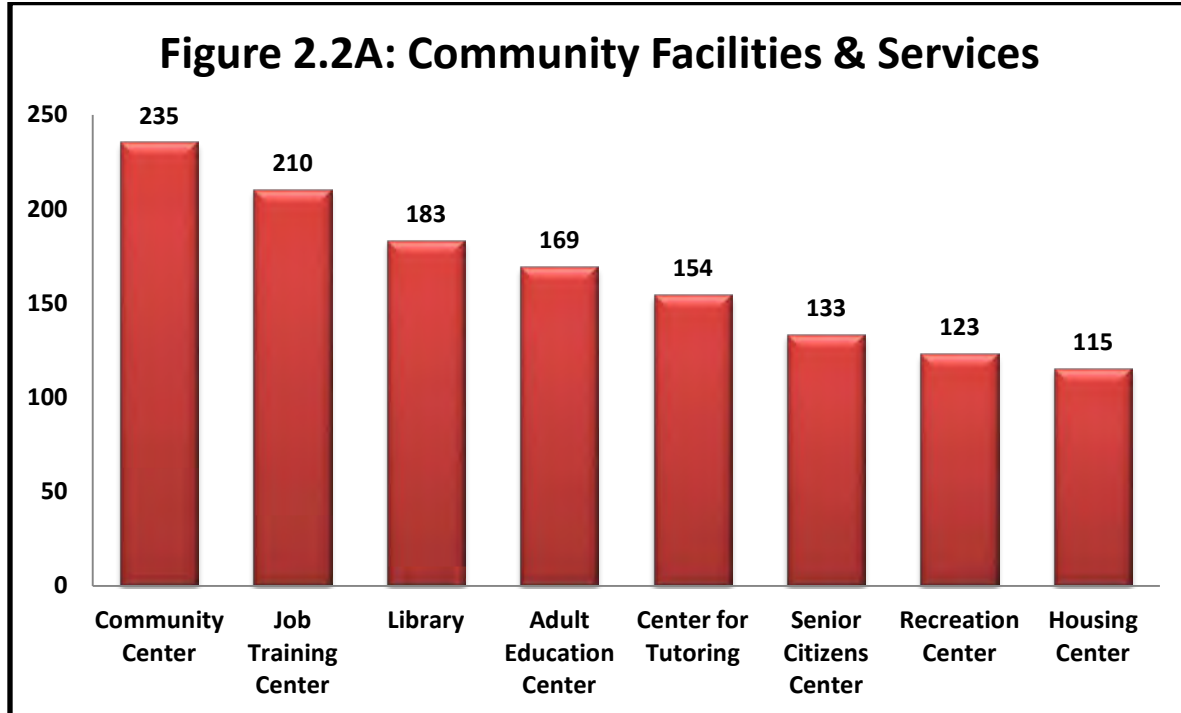
There is a growing population of senior citizens within the Cantonment redevelopment area, but a small amount of senior housing.

The Opportunities:

The CRA will work with NEFI, Habitat for Humanity, and other agencies to form public-private partnerships to develop more senior housing within the community.

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2.2 COMMUNITY FACILITIES AND SERVICES



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.2A lists the eight community facilities and services desired in Cantonment community. The top three highest ranking items are community center, job training center, and library. As shown in the figure above, the other five facilities fall in line accordingly. All of the above mentioned programs can be housed out of one large community center.

a. The Issues: Community Center

There is an outcry in the Cantonment community for a center to serve a number of purposes. The majority of the citizens agree that a community center could house the majority, if not all of the centers listed in Figure 2.2A.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center. The CRA will collaborate with the Escambia County School Board, Community Affairs, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

b. The Issues: Job Training Center

There is no job training center in the Cantonment Community to prepare the citizens for highly skilled jobs and improve the quality of the local workforce.

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The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a job training program. The CRA will collaborate with the Escambia County School Board, International Paper Community Affairs, Workforce Escarosa Career Center and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

c. The Issues: Library

There is no public library in the Cantonment Community where citizens can read and checkout books, utilize the internet, and participate in educational and social events.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a library. The CRA will collaborate with the Escambia County School Board, Community Affairs, Workforce, Escambia County Library System and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

d. The Issues: Adult Education Center

There is no adult education center in the Cantonment Community where adult citizen can attain a high school diploma, gain or upgrade basic skills such as computer skills, language skills, math skills, or some other type of skills set.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house an adult education program. The CRA will collaborate with the Escambia County School Board, Community Affairs, Pensacola State College, Community Action Program Committee, Inc. and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

e. The Issues: Center for Tutoring

There is no place available in the Cantonment redevelopment area where citizens can receive tutoring services.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a tutoring program. The CRA will collaborate with the Escambia County School Board, Community Affairs, Pensacola State College, Community Action Program Committee, University of West Florida and other agencies to determine if this is feasible and/or look at

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alternatives of building a new facility for public tutoring. The CRA will also encourage private at home tutoring services.

f. The Issues: Senior Citizens Center

The Cantonment Community does not have a Senior Citizens Center to provide programs and activities in the neighborhoods to help keep seniors active as they age.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house senior citizens programs. The CRA will collaborate with the Escambia County School Board, Escambia County Parks and Recreation, Community Affairs, Council on Aging, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

g. The Issues: Recreation Center

There is no recreation center within the Cantonment community where citizens can gather for recreation, swimming, sports and fitness activities, and other purposes.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a recreation center and community pool. The CRA will collaborate with the Escambia County School Board, Escambia County Parks and Recreation, Community Affairs, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

h. The Issues: Housing Center

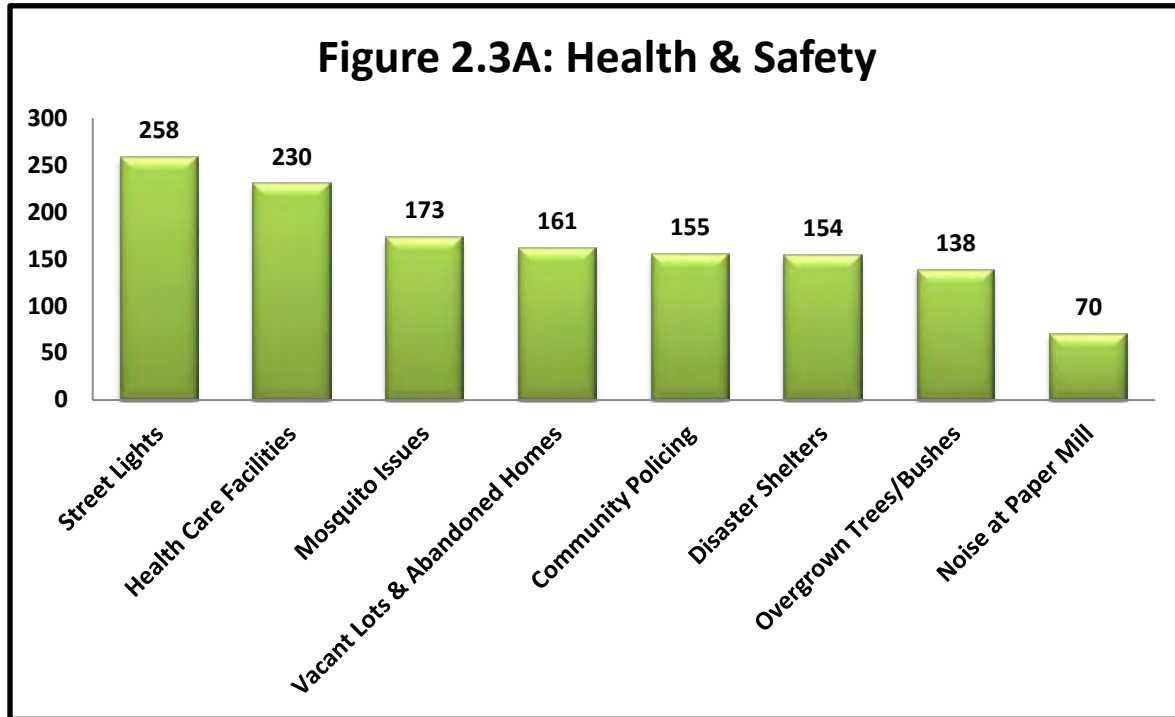
The Cantonment Community desires a Housing Center to provide programs to educate and assist citizens who desire to become homeowners and provide housing opportunities to citizens who would otherwise not be able to afford it.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house community housing programs. The CRA will collaborate with the Escambia County School Board, Community Affairs, Habitat for Humanity, NEFI, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

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2.3 HEALTH AND SAFETY



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.3A indicates the top two health and safety issues identified by the community are street lights and health care facilities. Additionally mosquito control and vacant and abandoned homes are important community issues. Community policing and disaster shelters ranked very close. Although they are lower priorities, over grown trees / bushes and noise at the paper mill are also major concerns.

a. The Issues: Street Lights

Many areas within the Cantonment community are unsafe at night because there are no street lights. Adequate street lights make the streets safer and help deter crime. Streetlights will improve safety for pedestrians, bicyclists, children playing, and motorists.

The Opportunities:

The CRA will collaborate with Gulf Power, NEFI, and other county departments to determine locations to install street lights around parks, residential areas, and throughout the Cantonment redevelopment area. CRA will continue to improve pedestrian safety and amenities where deficiencies occur through installation of streetlights, sidewalks & bike paths, and pedestrian crosswalk signals.

b. The Issues: Health Care Facilities

Citizens have to travel a long distance to receive medical attention which can make the difference in life or death situations. There are no after hours health care services or public health department in the local community.

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The Opportunities

The CRA will collaborate with Escambia County Health Department, Sacred Heart, Baptist and West Florida Hospitals and other agencies to provide/build a medical facility that provides 24 hour health care services in the local area.

c. The Issues: Mosquito Control

There is a high concentration of mosquitoes in the Cantonment area which raises citizen's concern about the spread of diseases.

The Opportunities

Mosquito Control Division manages the population of mosquitoes throughout Escambia County to reduce their danger to human health, economies, and enjoyment. They will work with the Cantonment Community to decrease the mosquito population and eliminate the spread of diseases at identified locations.

d. The Issues: Vacant Lots and Abandoned Homes

Vacant lots and abandoned houses are not maintained which decreases the property value as well as the aesthetics of the community.

The Opportunities

The CRA as well as neighborhood groups will encourage property owners to maintain their property, utilize Code Enforcement to investigate issues and initiate Community Clean Sweeps.

e. The Issues: Community Policing

Due to the high crime rate in the Cantonment redevelopment area, there is a great need for community policing.

The Opportunities

The CRA will encourage citizens to establish Neighborhood Watch Groups while working to provide a police substation to increase safety and deter crime in the neighborhoods and parks. The CRA will work closely with neighborhood groups and the Sheriff's Office to target high crime areas within the Cantonment CRA.

f. The Issues: Disaster Shelters

Citizens are not aware of how to prepare for a disaster or the locations of shelters within the Cantonment area.

The Opportunities

The CRA will work with BRACE (Be Ready Alliance Coordinating for Emergencies) and Escambia County Public Safety Department to provide Disaster Preparedness Workshops for the community to help identify shelters.

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g. The Issues: Overgrown Trees and Bushes

There is overgrowth of trees in the right-of-way and on power lines that obstruct driver's view on county roads.

The Opportunities

The CRA will work closely with Escambia County Road Department and Gulf Power to insure safety of the residents by increasing visibility along rights-of-way and power lines.

h. The Issues: Noise at Paper Mill

Residents expressed concern regarding loud noise from the industrial paper mill.

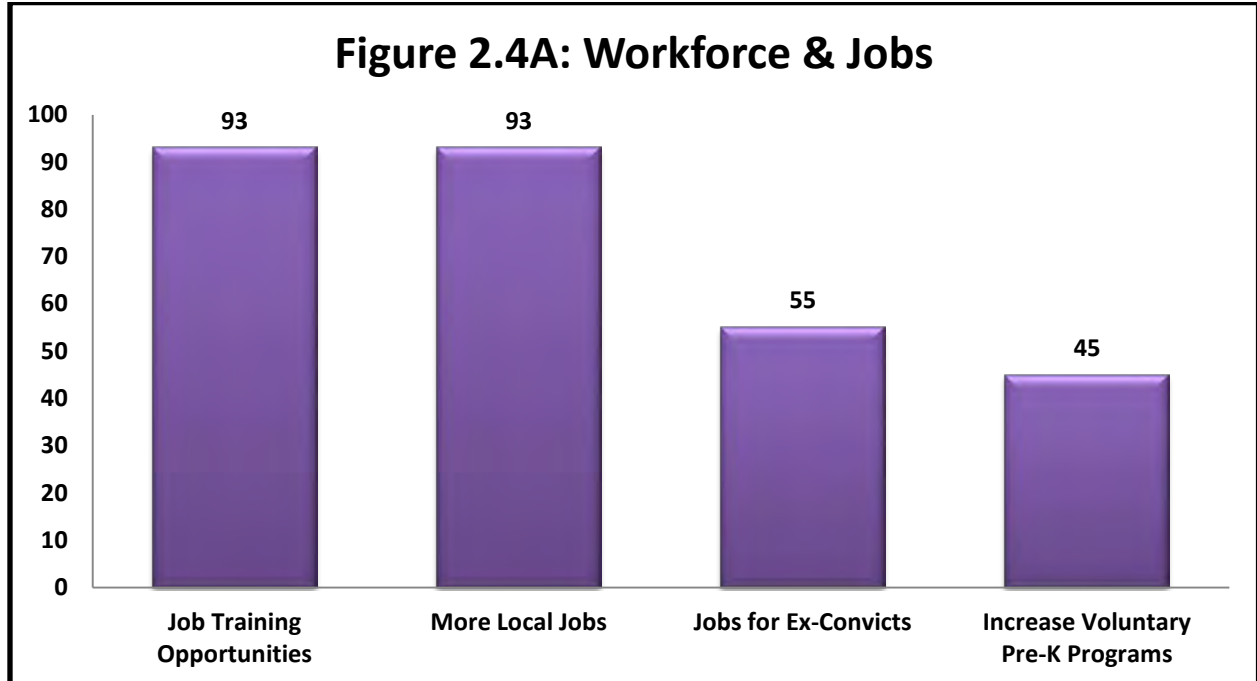
The Opportunities

The CRA staff will work closely with County Code Enforcement Department and International Paper to ensure buffers are in place to reduce and control the noise.



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2.4 WORKFORCE AND JOBS



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.4A indicates that both Job Training Opportunities and More Local Jobs tied as the highest priority in this category. Many participants at the public meetings noted the long drive required to job training centers and areas where most job opportunities are available. Making job opportunities and training available locally will improve the lives of residents in Cantonment. Providing job opportunities for ex-convicts and voluntary pre-kindergarten programs were also identified as needs in the community.

Several opportunities for Workforce & Jobs were identified by the community: bring job training to Cantonment, reuse the Old Ransom High School for the facility, create incentives to hire residents of Cantonment, provide basic skills classes, develop a workforce for felons to reduce the chance of repeat offenders, provide support for working single parents, develop volunteer programs to shadow skilled workers for experience, and hold a job fair.

a. The Issues: Job Training Opportunities

To provide programs that promote positive workforce ethics, life skills, and professionalism.

The Opportunities

The CRA will continue to seek partnerships with Escambia County School Board and private property owners to devise strategies to redevelop underutilized and vacant buildings owned by the school board and identify appropriate redevelopment alternatives that will address the needs of the community such as

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basic job skills training, computer training, and other job training opportunities through shadow volunteering at local companies.

b. The Issues: More Local Jobs

Bring more businesses and jobs to the local area.

The Opportunities

Develop a plan geared towards marketing Cantonment to regional & national high-wage employers.

c. The Issues: Jobs for Ex-Convicts

Provide an opportunity for second chance ex-convicts employment.

The Opportunities

Establish collaboration between agencies to assist employing ex-convicts.

d. The Issues: Increase Voluntary Pre-Kindergarten Programs

To give parents an opportunity to work by providing available childcare.

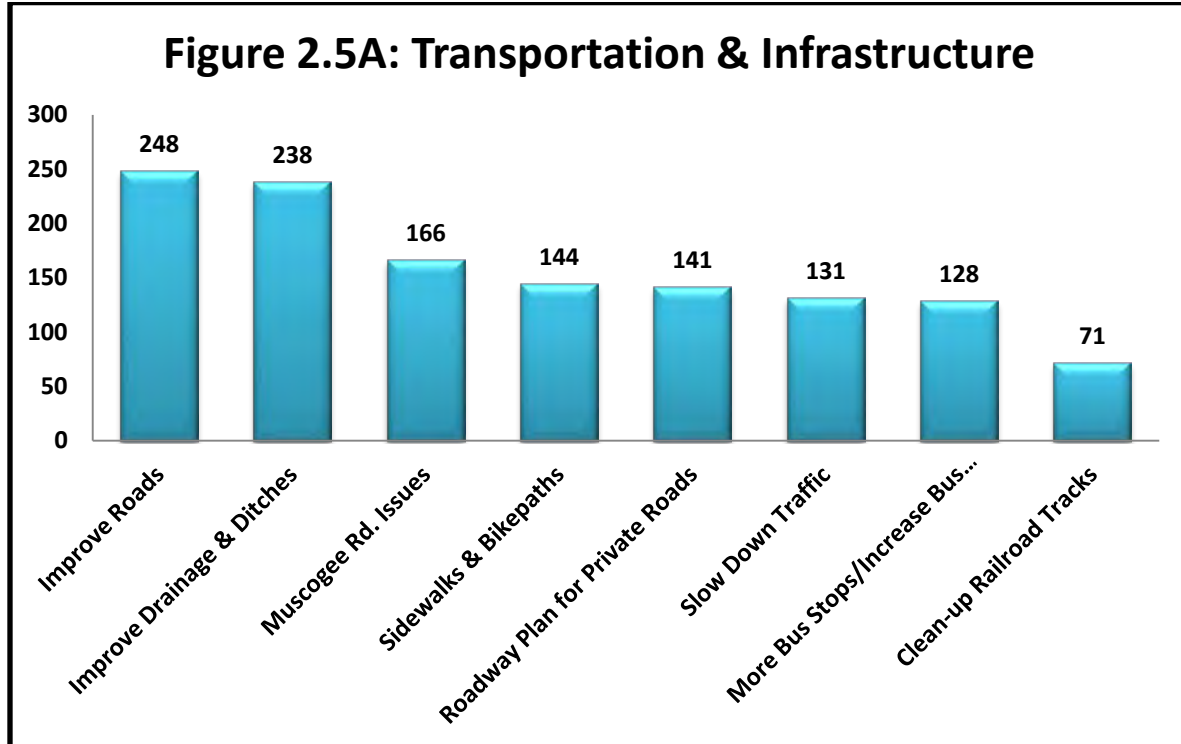
The Opportunities

Increase Voluntary Pre-Kindergarten and childcare programs.



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2.5 TRANSPORTATION & INFRASTRUCTURE



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.5A indicate Improving Roads and Improving Drainage and Ditches were the two highest priority issues identified by the community. Other high priority issues are: improving Muscogee Road, adding sidewalks and bike paths, creating a roadway plan for private roads, traffic calming and adding more bus stops and increasing bus frequency. Opportunities identified by meeting participants included increasing transit and transport jobs, training and elderly services.

a. The Issues: Improve Roads

To improve road conditions in neighborhoods.

The Opportunities

County will continue to work to repair road access and drainage issues.



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- b. The Issues: Improve Drainage and Ditches
Improve and maintain drainage ditches.

The Opportunities

The CRA will work closely with County Road Department and Engineering Department to repair and maintain drainage ditches.



- c. The Issues: Muscogee Road
Ensure that roads are in good driving conditions and traffic is circulating safely.

The Opportunities

The County Road and Engineering Department will coordinate and repair damaged roads on County Road 95A and Muscogee Road.

- d. The Issues: Sidewalks and Bike Paths
Ensure that sidewalks and bike paths are integrated into the community.

The Opportunities

The County will monitor areas for improvement through an implementation of sidewalks and bike paths as a safety enhancement throughout the community for pedestrians.

- e. The Issues: Roadway Plan for Private Roads
Develop a local roadway plan for private roads and easements.

The Opportunities

The County will consider options to make private roads into paved county roads.



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- f. The Issues:
Ensure safe circulation of traffic throughout the community.

The Opportunities

The County will coordinate with other departments to install traffic calming measures to decrease the vehicular speed on identified streets: Washington, Booker, and Louis Streets.

- g. The Issues:
Provide efficient bus transportation to citizens.

The Opportunities

Increase the number of bus stops with shelters and increase the bus pick-up times.

- h. The Issues:
Improve the aesthetic appearance along railroad tracks.

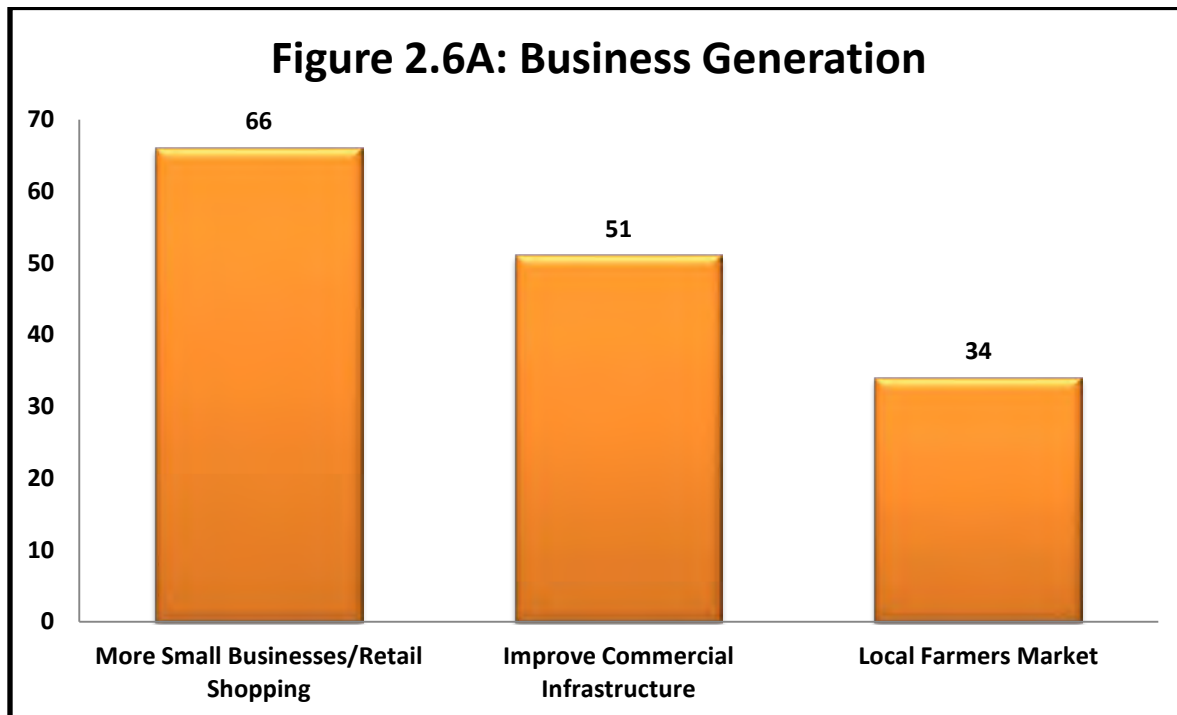
The Opportunities

The CRA will coordinate with Clean & Green to promote events to clean up trash along railroad tracks and encourage owners to maintain it.



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2.6 BUSINESS GENERATION



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.6A shows the three primary issues identified, creating more small business and retail shopping received the highest priority by the community. Improving commercial infrastructure and developing a local farmers market were also needs that could be addressed. The community identified several ideas for improving business generation opportunities: partner with major industries in the Cantonment and Greater Pensacola area to bring jobs to the community as well as reusing the Old Ransom High School as a Business Development Center.

a. The Issues:

The Cantonment area needs more small businesses and retail shops in the community.

The Opportunities

The CRA will collaborate with the Pensacola Chamber of Commerce, the UWF Small Business Development Center, and the Escarosa Career Center to establish a Business Incubator for start-up firms. The CRA will work with Pensacola Chamber to complete the development of the Central Commerce Park off Hwy 29.



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b. The Issues:

Improve commercial Infrastructure to attract new businesses.

The Opportunities

The CRA will work closely with Emerald Coast Utilities Authority (ECUA) to address sewer lines in commercial areas, improve roads, and trash pick-up.



c. The Issues:

Cantonment needs a market where local farmers can sell their produce.

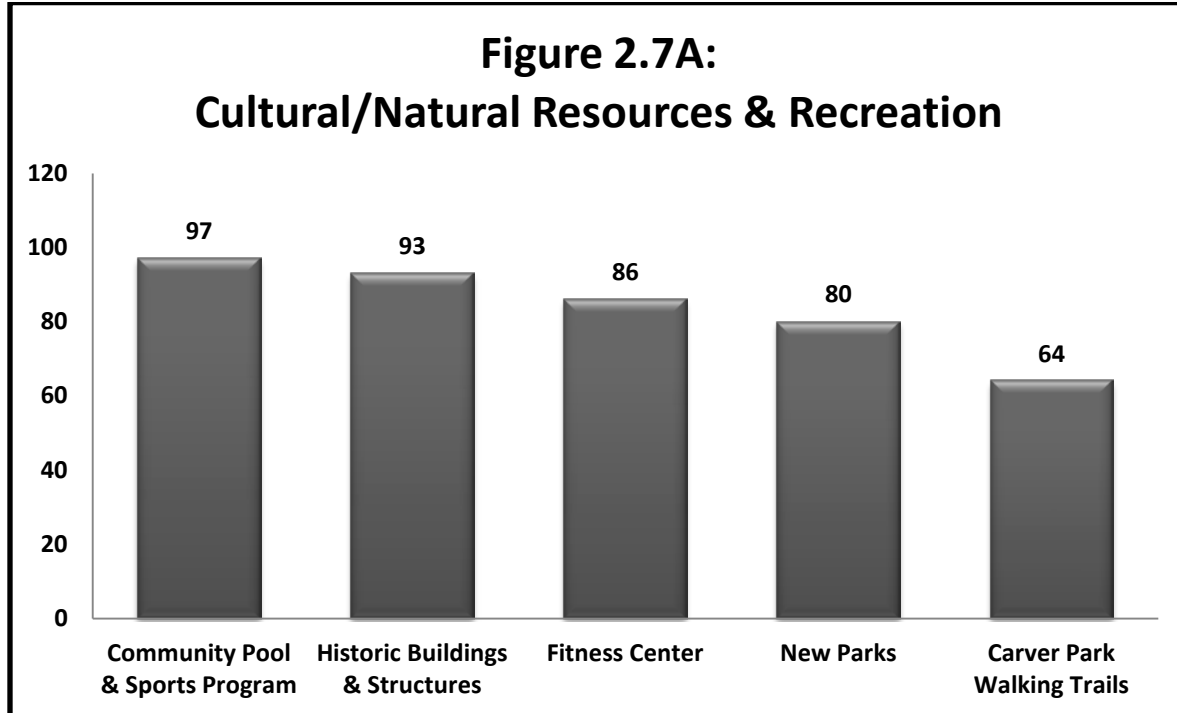
The Opportunities

The CRA will collaborate with the Chamber of Commerce and the University of West Florida Small Business Development Center to develop a local farmers market.



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2.7 CULTURAL/NATURAL RESOURCES AND RECREATION



Source: CRA Cantonment Community Prioritizing Survey Oct 2013

Figure 2.7A indicate the two highest priorities for the category of Cultural/Natural Resources & Recreation are: Community Pool and Sports Program and Historic Buildings & Structures. Community members noted that more organized sports programs and tapping into the resources of the communities historic structures were of high importance. A fitness center and new park and park improvements were also noted as community needs.

a. The Issues:

The Cantonment community needs recreational and team sports activities for children and adults and a community pool to promote healthy and active lifestyles.

The Opportunities

The CRA will work with the community and the Escambia County Parks and Recreation Department to evaluate a community pool and team sports programs at existing parks and/or community centers.

b. The Issues:

Historic buildings and structures in the Cantonment area have not been identified on the National Register Nominations for qualified sites and structures.

The Opportunities

The CRA will work with the Cantonment neighborhood to identify buildings or structures that may qualify as historic places such as Sidney Nelson Community

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Learning Center (formerly known as Old Ransom High School) and Greater First Baptist Church.

c. The Issues:

The Cantonment community does not have a fitness center to promote healthy and active lifestyles.

The Opportunities

The CRA will work with the community and the Escambia County Parks Department to incorporate space in a Community Center for fitness or build a fitness center.

d. The Issues:

The Cantonment community needs more parks with playgrounds to keep children from playing in the street.

The Opportunities

The CRA will work with the community and the Escambia County Parks Department to inventory parks in the community to determine new locations for additional parks.

e. The Issues:

The Cantonment community needs walking trails and exercise areas added to community parks.

The Opportunities

The CRA will work with the community and the Escambia County Parks Department to provide additional amenities such as walking trails and outside exercise equipment to the existing Carver Park and other parks.



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CHAPTER 3: PLAN IMPLEMENTATION

3.1 RESOURCES FOR IMPLEMENTATION

The CRA will be responsible for overseeing the implementation of this Redevelopment Plan. Implementation of this plan is multi-faceted and will be accomplished through the resources identified below.

Neighborhood Organization/Corporation

The Cantonment Improvement Committee will play a major role in the implementation of this plan, along with other neighborhood groups formed within this area. Representation from the diversity of neighborhoods will provide an ongoing forum for public input and encouragement of individual and group efforts to carry out the plan. CRA staff will focus on commercial issues and solutions as we progress forward with the plan.

Other Staffing

The CRA Manager will be responsible for overseeing the implementation of this Redevelopment Plan. Community and Environment Department/CRA staff, Planning and Engineering, Parks and Recreation, Solid Waste Management, Environmental Enforcement, various other County departments or divisions, and Neighborhood Enterprise Foundation, Inc. will play a key role in the implementation of this plan.

Code Enforcement and Housing Rehabilitation

As previously mentioned, the County's Environmental Code Enforcement Division will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. Yard debris and deferred home and building maintenance are among the most obvious and widespread problems in the Cantonment redevelopment area. The CRA will support the initiative of Clean and Green Program, monitoring sites, and supporting minimum housing standards codes.

Housing Rehabilitation and Commercial Reinvestment Financing

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The CRA Division Manager will work with the Neighborhood Enterprise Foundation, Inc. to implement these programs.

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In addition to targeted bank financing, the principal commercial revitalization incentives will be:

- Brownfields financial assistance, loans, tax and other incentives
- Commercial Façade and Streetscape matching grants
- Community Enterprise Investments, Inc. low interest small business loans
- HUBZone (Historically Underutilized Business Zone) eligibility for preference in contracting with the federal government
- Public improvements including sidewalks, public parking, street resurfacing, streetscaping and beautification, expansion of sewer, etc.
- The CRA will seek designation as a State Enterprise Zone Area in order to utilize State incentives for this area.

Housing Construction

Through its Neighborhood Restoration Program, the CRA will identify vacant residential parcels suitable for in-fill construction and work with property owners to remove barriers to selling, donating or developing the property so that more lots can become available to private developers and non-profits such as Habitat for Humanity, Community Equity Investments, Inc., and NEFI for building more affordable housing.

Zoning

The CRA will work with the Planning and Zoning Department to review the Land Development Code for impediments to redevelopment and propose modifications as appropriate. No rezoning is recommended except in truly unique circumstances.

Tax Increment Financing (TIF) Area

The TIF area for Cantonment has been based on the legal description in the original redevelopment plan. As the TIF Trust Fund grows, the CRA will utilize its portion of the funds to implement the Cantonment Redevelopment Plan.

Other Financing Tools

The following are the other principal funding mechanisms likely to be used in implementing this plan:

- **Community Development Block Grant (CDBG) Funds**
Neighborhood Enterprise Foundation, Inc (NEFI) CDBG HUD Grant is one of the main funding sources used to fund project in the redevelopment areas. These funds also will be used for housing rehabilitation, capital improvements, possibly real estate acquisition, and assistance in site assessment, cleanup, and/or redevelopment of Brownfields (real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant).

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- **Florida Department of Transportation (FDOT)**
FDOT funds include both the traditional highway construction budget and (although underfunded) the special “enhancement” funds that emphasize right-of-way improvements such as landscaping, sidewalks/bikeways and drainage. In both cases, the key is to have the project included in the long- range plan (Year 2020) and then on both the Metropolitan Planning Organization and FDOT five-year capital programs.
- **Local Option Sales Tax (LOST)**
The voter-approved sales tax fund will continue to be used for park and other capital improvements. The County plans to continue pursuing local option sales tax to help fund major capital improvement projects in this area.
- **State and Federal Housing Programs**
Several alternative programs including the State SHIP program and the Federal (HUD) HOME program will assist buyers and builders of in-fill affordable housing.
- **U.S Environmental Protection Agency UST fields Grant**
The County’s Brownfields Pilot Program may use U.S. EPA funds to assist sites with underground storage tanks and other contamination.

Property Acquisition

There is no intent to acquire occupied structures, which in turn would necessitate relocation procedures. The plan calls for the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

All real property acquired by the CRA in the Redevelopment Area shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act.

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Maintenance

Funding for maintenance of all neighborhood improvement projects must be anticipated so that the benefits of original investments will not be lost.

3.2 SHORT-TERM WORK PLAN

The Short-Term Work Plan (STWP) provides the road map of how the plan will be implemented in the next five years. The STWP identifies the objectives, supporting actions, fiscal years of implementation, responsible parties, estimated cost, and potential funding sources. The objectives are the issues identified by possible solutions coordinated with a list of responsible agencies need to implement the plan such as Community and Environment Department, Community Redevelopment Agency, Planning & Zoning Department, Engineering, Parks and Recreation Department, Solid Waste Management (SWM) Department, Environmental Code Enforcement Division, various other County departments/divisions, and Neighborhood Enterprise Foundation, Inc. A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities. This will include funding from Community Development Block Grant funds, State housing assistance funds, and Tax Increment Financing fund (TIF), Local Option Sales Tax, State & Federal Housing Programs, and grants and other funding sources as available.

The STWP is designed to be a 'living document' that will be updated periodically as objectives are met or new information becomes available. Pages 37-42 below comprise the STWP.

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
GOAL 1: HOUSING - To ensure access to adequate and affordable housing options for all residents in all income levels.										
1.1	To repair and or rehabilitation homes for citizens.	Initiate Residential Rehabilitation Grants Programs.			X	X	X	NEFI/CRA/Public-Private Initiative/Beulah Landfill/Center for Independent Living	TBD	CDBG/TIF/LOST/Private Funds
1.2	To make affordable mortgages available to encourage homeownership.	Encourage public/private initiatives to built affordable homes.		X	X	X	X	Habitat for Humanity/First Time Homebuyers Assistance/NEFI/CEII	TBD	CDBG/TIF/LOST/Private Funds
1.3	To provide more affordable rental homes and apartments.	Encourage home and apartment owners to offer affordable rental rates.		X	X	X	X	Government Subsidized Apartments/Section 8	TBD	TBD
1.4	To build more senior citizen housing.	Develop senior living communities in partnership with other agencies & non-profit.			X	X	X	United Way/Public- Private Initiative/Council on Aging	TBD	TBD
GOAL 2: COMMUNITY FACILITIES AND SERVICES - To ensure the provision of infrastructure, community facilities, and public services that support efficient growth and economic development.										
2.1	To pursue the development of a general purpose Community Center to serve the community.	Convert the old Ransom School into a Community Center or build one.	X	X	X	X	X	ECSB/CRA/Community Affairs	TBD	CDBG/TIF/LOST/Private Funds
2.2	To pursue the development of a Job Training Center.	Utilize space in the old Ransom School to house an Escarosa Center satellite or build one.	X	X				ECSB/Escarosa Center/Pensacola State College/Chamber of Commerce	TBD	TBD
2.3	To pursue the development of a Public Library with the community.	Utilize space in the old Ransom School to house a Library or build one.	X	X	X			ECSB/Escambia County Libraries	TBD	TBD
2.4	To pursue the development of an Adult Education Center.	Utilize space in the old Ransom School to house an Adult Education Program.	X	X				ECSB/Escarosa Center/Pensacola State College/Community Action	TBD	TBD
2.5	To pursue the development of a center for tutoring children and young adults.	Utilize space in the old Ransom School for public tutoring or tutor students at home.	X	X				ECSB/Public - Private Initiative/Community Action/UWF/PSC	TBD	TBD

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
2.6	To pursue the development of a Senior Citizens Center.	Utilize space in the old Ransom School to house a Senior Center or build one.	X	X				ECSB/Parks & Rec./ Council on Aging	TBD	TBD
2.7	To pursue the development of a Recreation Center with a swimming pool.	Utilize space in the old Ransom School to house a Recreation Center with kids sports programs.	X	X				ECSB/Parks & Rec.	TBD	TBD
2.8	To pursue the development of a Housing Center.	Utilize space in the old Ransom School for a Housing Center or build one.	X	X				ECSB/NEFI/Habitat for Humanity/CRA	TBD	TBD
GOAL: 3 HEALTH AND SAFETY - To utilize community resources to create a safe and healthy environment to improve the quality of life for all citizens.										
3.1	To provide adequate street lights to help deter crime & make the streets safe.	Install street lights in the parks, on residential streets, and around businesses.		X	X	X	X	Escambia County Engineering, Gulf Power/CRA	TBD	TBD
3.2	To provide health care services in the local community.	Build a 24 hour medical treatment center.			X	X	X	Health Dept./Sacred Hearts, and West Florida Hospitals	TBD	TBD
3.3	To decrease the mosquito population and eliminate the spread diseases.	Maintain the control of mosquitoes at identified locations: Booker St. across from Bethel church, west side of Ward Temple church parking lot, Sheppard and Booker St. (short bridge), & Muscogee Rd. east side of farm hill water tower.	X	X				Mosquito Control/Code Enforcement	TBD	TBD
3.4	To ensure that vacant lots and abandoned houses are maintained to improve the aesthetic values of the community.	Encourage property owners to maintain their property, utilized Code Enforcement to investigate issues and initiate Community Clean Sweeps.			X	X	X	Homeowners/ Neighborhood Groups/ Code Enforcement/ Sheriffs Dept./NEFI/CRA	TBD	CDBG/TIF/LOST/ Private Funds

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
3.5	To establish and implement Community Policing.	Establish Neighborhood Watch Groups and provide police sub-station to increase safety and deter crime in the neighborhoods and parks.	X	X	X	X	X	Sheriffs Department/ Neighborhood Groups/ CRA/Parks & Rec.	TBD	CDBG/TIF/LOST/ Private Funds
3.6	To educate community on disaster preparedness.	Provide Disaster Preparedness Workshops for community and identify shelters within the community.	X	X				Public Safety/Community Affairs	TBD	TBD
3.7	To ensure that drivers can safely entering the roadways.	Remove overgrown trees and bushes around electric lines right-of-way at the corner of Booker & Louis St and other areas.	X	X				Roads Department/Gulf Power/CRA	TBD	TBD
3.8	To reduce noise pollution or to reduce the impact of outdoor noise.	Encourage papermill to reduce noise pollution.	X	X				Code Enforcement	TBD	TBD
GOAL 4: WORKFORCE AND JOBS - To provide a high-level, qualified community workforce that will sustain new business in the area.										
4.1	To provide programs that promote positive workforce ethics, life skills, & professionalism.	Teach basic job skills, computer training, and provide job training opportunities by shadowing in companies.		X	X			EscaRosa Center/UWF/ Gulf Power/Escambia County/SSTI	TBD	TBD
4.2	To bring more businesses and jobs to the local area.	Develop a plan geared towards marketing Cantonment to regional & national high-wage employers.		X	X	X	X	Chamber of Commerce/ EscaRosa Center	TBD	TBD
4.3	To provide an opportunity for second chance ex-convicts employment.	Establish collaboration between agencies to assist employing ex-convicts.		X	X			Pathway for Change/ EscaRosa Center/SSTI	TBD	TBD

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
4.4	To give parents an opportunity to work by providing available childcare.	Increase Voluntary Pre-Kindergarten and childcare programs.		X	X			Community Action Program/PSC	TBD	TBD
GOAL 5: TRANSPORTATION AND INFRASTRUCTURE - To improve vehicular and pedestrian safety and enhance the community's overall quality of life.										
5.1	To improve road conditions in neighborhoods.	Fix access and drainage issues, add curbs on streets and widen narrow streets.		X	X	X	X	Engineering Dept./Roads Dept./FDOT	TBD	TBD
5.2	To improve and maintain drainage ditches.	Repair and maintain drainage ditches.	X	X	X	X	X	Traffic Dept./Engineering Dept./Roads Dept.	TBD	TBD
5.3	To ensure that roads are in good driving conditions and traffic is circulating safely.	Repair road damage on 95A and Muscogee Rd cause by logging trucks.			X	X	X	Traffic Dept./Engineering Dept./Roads Dept.	TBD	TBD
5.4	To ensure that sidewalks and bikepaths are integrated into the community.	Add sidewalks and bikepaths throughout the community for kids & adult safety.			X	X	X	Traffic Dept./Engineering Dept./Roads Dept./Bike & Pedestrian Advisory Committee (BPAC)/Safe Routes to School (SRTS)	TBD	TBD
5.5	To develop local roadway plan for private roads & easements.	Consider making private roads into paved county roads.		X	X	X	X	Traffic Dept./Engineering Dept./Roads Dept.	TBD	TBD
5.6	To ensure safe circulation of traffic throughout the community.	Install speed bumps to decrease the vehicular speed on identified streets: Washington, Booker, and Louis Streets.	X	X	X			Traffic Dept./Engineering Dept./Sheriff Dept.	TBD	TBD
5.7	To provide efficient bus transportation to citizens.	Increase the number of bus stops with shelters and increase the pick-up times.	X	X	X	X	X	ECAT/CRA/Traffic Dept.	TBD	CDBG/TIF/LOST/Private Funds

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
5.8	To improve the aesthetic value along railroad tracks.	Coordinate a clean & green event to clean up trash along railroad tracks and encourage owners to maintain it.		X	X	X	X	Neighborhood Groups / Railroad Company/CRA/Clean & Green	TBD	CDBG/TIF/LOST/Private Funds
GOAL 6: BUSINESS GENERATION - To attract new businesses, encourage entrepreneurial & small business development to increase the local economy.										
6.1	To attract small businesses and retail shops in the community.	Establish a Business Dev. Center with a Business Incubator for business start-ups. Complete the development of the Central Commerce Park on Hwy 29.			X	X	X	UWF SBDC/Chamber of Commerce/EscaRosa Center/CRA	TBD	CDBG/TIF/LOST/Private Funds
6.2	To improve commercial infrastructure to attract new businesses.	Add sewer lines in commercial areas, improve roads and trash pick up.		X	X	X	X	Escambia County Engineering/Roads Dept./Traffic Dept./CRA/ECUA	TBD	CDBG/TIF/LOST/Private Funds
6.3	To provide a market where local farmers can sell their produce.	Create a local farmers market.		X	X	X	X	UWF SBDC/Chamber of Commerce/EscaRosa Center/CRA/ECES	TBD	CDBG/TIF/LOST/Private Funds
GOAL 7: CULTURAL / NATURAL RESOURCES AND RECREATION - To protect our natural and cultural resources for current and future generations.										
7.1	To provide recreational and team sports activities to promote healthy and active lifestyles.	Build community pool and add team sports programs at existing parks.		X	X	X		Parks & Rec./CRA	TBD	CDBG/TIF/LOST/Private Funds
7.2	To promote use of National Register Nominations for qualified sites and structures.	Identify buildings or structures that may qualify as historic places. Ransom High School and Greater 1st Baptist Church identified.	X	X	X			CRA/NEFI	TBD	CDBG/TIF/LOST/Private Funds
7.3	To develop a fitness center to promote healthy and active lifestyles.	Utilize space in a Community Center or build a fitness center.			X	X	X	Public - Private Initiative/Parks & Rec./ECSB	TBD	TBD

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
7.4	Need parks for kids to play, not in the streets	Inventory parks in community to determine new locations for additional parks.	X	X	X			Parks & Rec. / NEFI	TBD	TBD
7.5	To provide a walking trails and exercise areas to community parks.	Add walking trails & exercise areas to community parks. Carver Park identified.	X	X	X			Parks & Rec. /NEFI	TBD	TBD

LEGEND

CDBG - Community Development Block Grant
CRA - Community Redevelopment Agency
ECSB -Escambia County School Board
ECES - Escambia County Extension Services
ECUA - Emerald Coast Utilities Authority
FDOT - Florida Department of Transportation
CEII - Community Enterprise Investments, Inc.

LOST-Local Option Sales Tax
NEFI-Neighborhood Enterprise Foundation, Inc.
PSC - Pensacola State College
SBDC - Small Business Development Center
SSTI - Soft Skills Training Institute
TDB - To be Determined
TIF- Tax Increment Financing
UWF -University of West Florida

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CHAPTER 4: CAPITAL IMPROVEMENT PROGRAM

The following is a list of public facility improvements together with preliminary cost estimates. Timetables will be determined in part by availability of tax increment financing (TIF) and other funding sources. The following is a five to ten year capital improvement program list.

<u>Project</u>	<u>Fiscal Year</u>	<u>Funding Source</u>	<u>Cost</u>
Community Center			
• Cantonment Multi-purpose Center (Job Training, Library, Senior Citizen, Housing & Community Center)	TBD	CDBG, TIF, LOST	TBD
Parks			
• Additional Amenities at the Existing Carver Park	2013-2015	TBD	TBD
• New Park	2014-2019	TBD	TBD
○ Community Pool & Fitness Center			
Property Acquisition			
• Retail Center and/or In-fill housing	2014-2019	LOST, CDBG Brownfields	TBD
Road Improvements			
• Muscogee Rd. Widening and Drainage	2013-2017	LOST	\$13,000,000
• Well Line Road Extension	2013-2016	LOST	\$4,000,000
• Pave Dirt Roads (Entire Cantonment redevelopment area)	2014-2019	TBD	TBD
• Asphalt Road Resurfacing	TBD	TBD	TBD
• Traffic Calming Measures	TBD	TBD	TBD
Residential Street Lights			
• Cantonment Redevelopment Area	TBD	CDBG, TIF	TBD
Sewer Extension:			
• Cantonment Redevelopment Area	TBD	LOST/CDBG/ECUA	TBD

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Sidewalks:

- | | | | |
|-------------------------|-----|-------------|-----|
| • Sidewalks & Bike Path | TBD | CDBG , LOST | TBD |
|-------------------------|-----|-------------|-----|

Storm Water Drainage

- | | | | |
|--------------------|-----------|------|-----------|
| • Carver Park Area | 2013-2016 | LOST | \$189,000 |
|--------------------|-----------|------|-----------|

Streetscape Design and Beautification

- | | | | |
|--------------------------|-----|-----------|-----|
| • Muscogee Road & Hwy 29 | TBD | FDOT,LOST | TBD |
|--------------------------|-----|-----------|-----|

Business Development Center

- | | | | |
|----------------------------|-----|-----|-----|
| • Small Business Incubator | TBD | TBD | TBD |
| • Farmer's Market | TBD | TBD | TBD |

Legend:

CDBG - Community Development Block Grant

ECUA – Emerald Coast Utilities Authority

FDOT - Florida Department of Transportation

LOST - County Local Option Sales Tax

TBD – To be determined

TIF - Tax Increment Financing



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CHAPTER 5: NEIGHBORHOOD IMPACT ANALYSIS

Chapter 163.362(3) F.S. requires that the plan include a neighborhood impact element that describes the plan's impact on the subject matter listed below.

Relocation:

The plan as proposed does not require the relocation of any of the low/moderate, very low-income residents of the redevelopment area. It is possible, however, that a few families may decide to move based on the provision of better housing or the inconvenience of extensive rehabilitation.

Traffic Circulation:

There is no portion of the plan that will significantly increase neighborhood traffic.

Muscogee Road, a primary route through the CRA will be improved. This project consists of widening the existing roadway to 12-foot travel lanes and adding 5-foot paved shoulders, beefing up the road base and asphalt traveling surface. Drainage improvements between US 29 and Perdido River will also be considered. Existing side street interchanges will be improved and some will be re-aligned for safety improvements. This project will enhance traffic circulation through the CRA.

Well Line Road will also be improved. This project is a part of the sector plan and is one of the roadways that are included in the MOU between Escambia County and the development group behind the sector plan. The project includes two different areas:

Well Line Road from Highway 29 west to the intersection of Well Line Road and Madrid Road. This improvement includes the entire section of Well Line Road that is within the CRA district. The scope of work along this section will include miscellaneous drainage improvements, as well as numerous safety upgrades including lane widening, the addition of paved shoulders, and re-alignment at a couple of intersections.

The new extension of Well Line Road is planned west of the CRA district and will intersect the existing road just east of Madrid Road and continue west to Jacks Branch Road. This is approximately 2 miles of new roadway that will open up over 800 acres of new property for future development west of the CRA district. The cross section for this proposed roadway consists of 12-foot travel lanes and 5-foot paved shoulders.

The CRA will work with the county Engineering Department and others to advocate the inclusion of sidewalks and bike paths in all road improvement projects

Environmental Quality:

The plan proposes improvements to drainage in order to alleviate mosquito problems. Implementing the plan will improve environmental quality of the Cantonment CRA.

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Community Facilities and Services:

The plan offers a strategy to establish a community center in the area that will be used to provide facilities and programs for the area elderly, youth, and adults. Redevelopment strategies presented in the plan allow for the continued installation of sidewalks, sewer service, and streetlights throughout the area.

School Population:

There is no portion of the plan that will have an impact on area school population. However, it is possible that the population of the area may increase as the Cantonment Redevelopment Area improves with the implementation of the plan. This impact on the school population is currently unknown.

Physical and Social Quality of the Neighborhood:

Proposed continued infrastructure improvements (street lighting, sidewalks, street repaving, sewer expansion, etc.) combined with continued code enforcement actions and the implementation of the Clean Sweep and Community Policing programs will have a positive impact on the area housing conditions and the area's overall appearance. Establishing a community center to provide job training and job creation opportunities targeted to area residents will create opportunities for improved household incomes resulting in a long-term positive impact to the area.



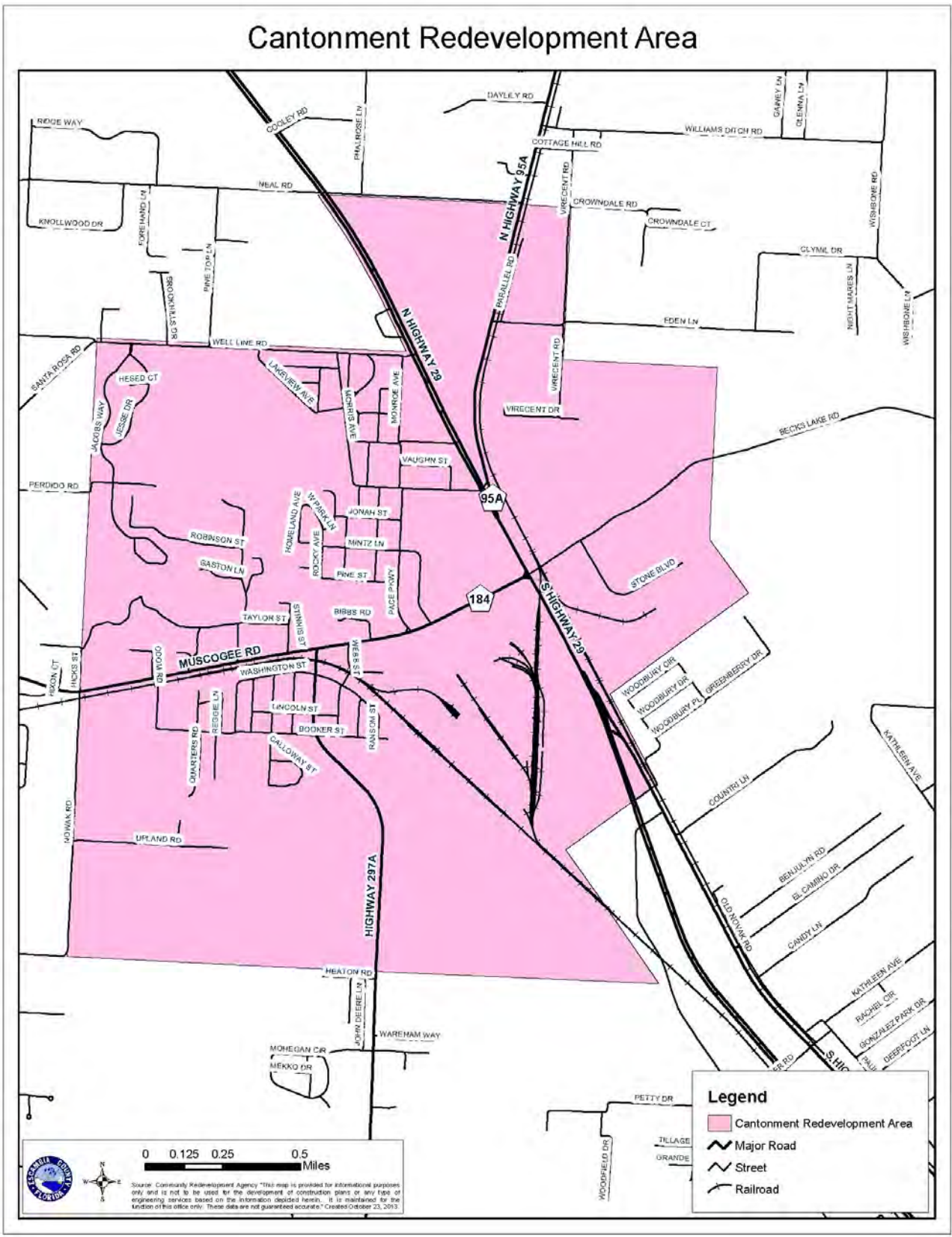
**Before and After
Photo**

**Code Enforcement
Demo Program**

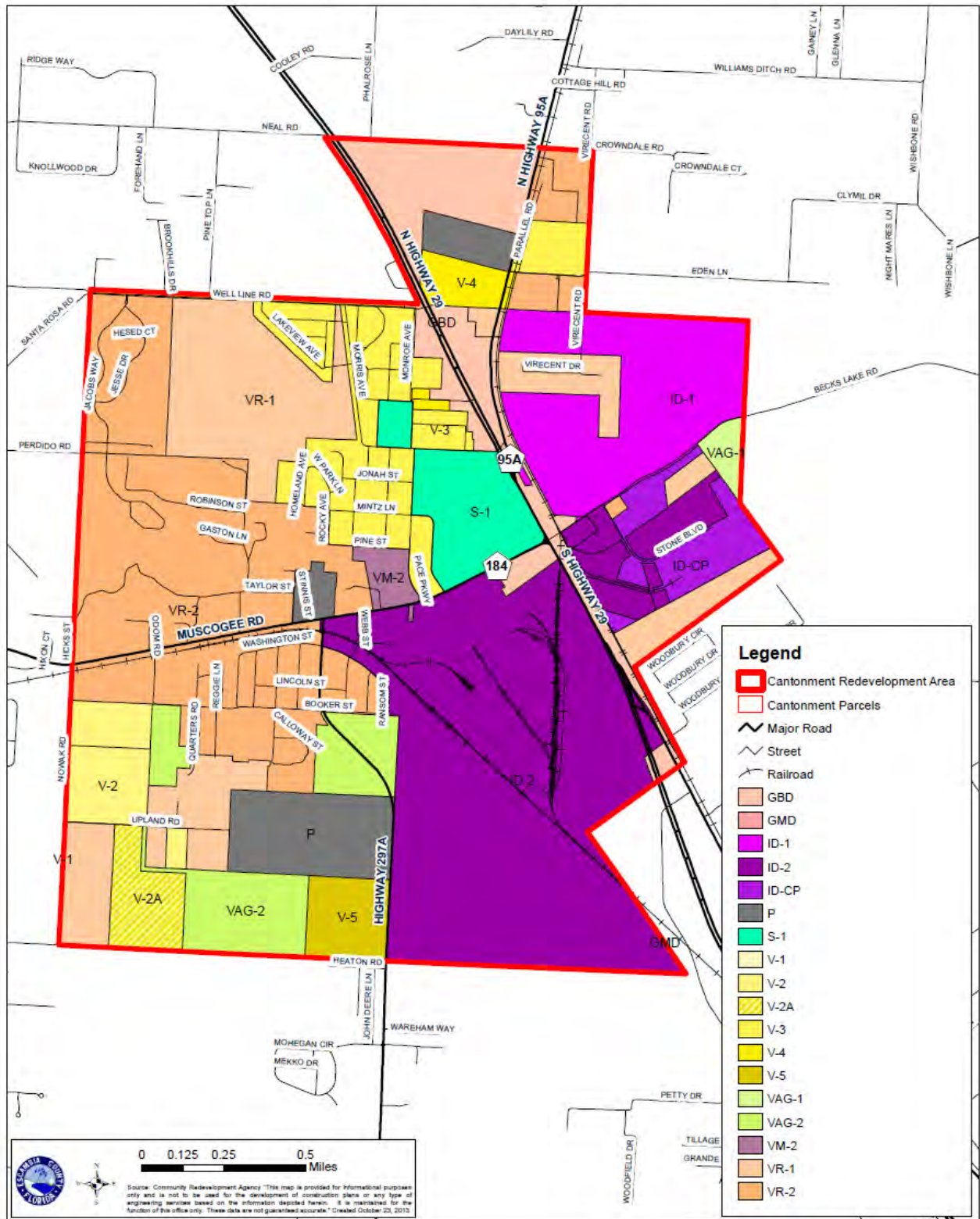


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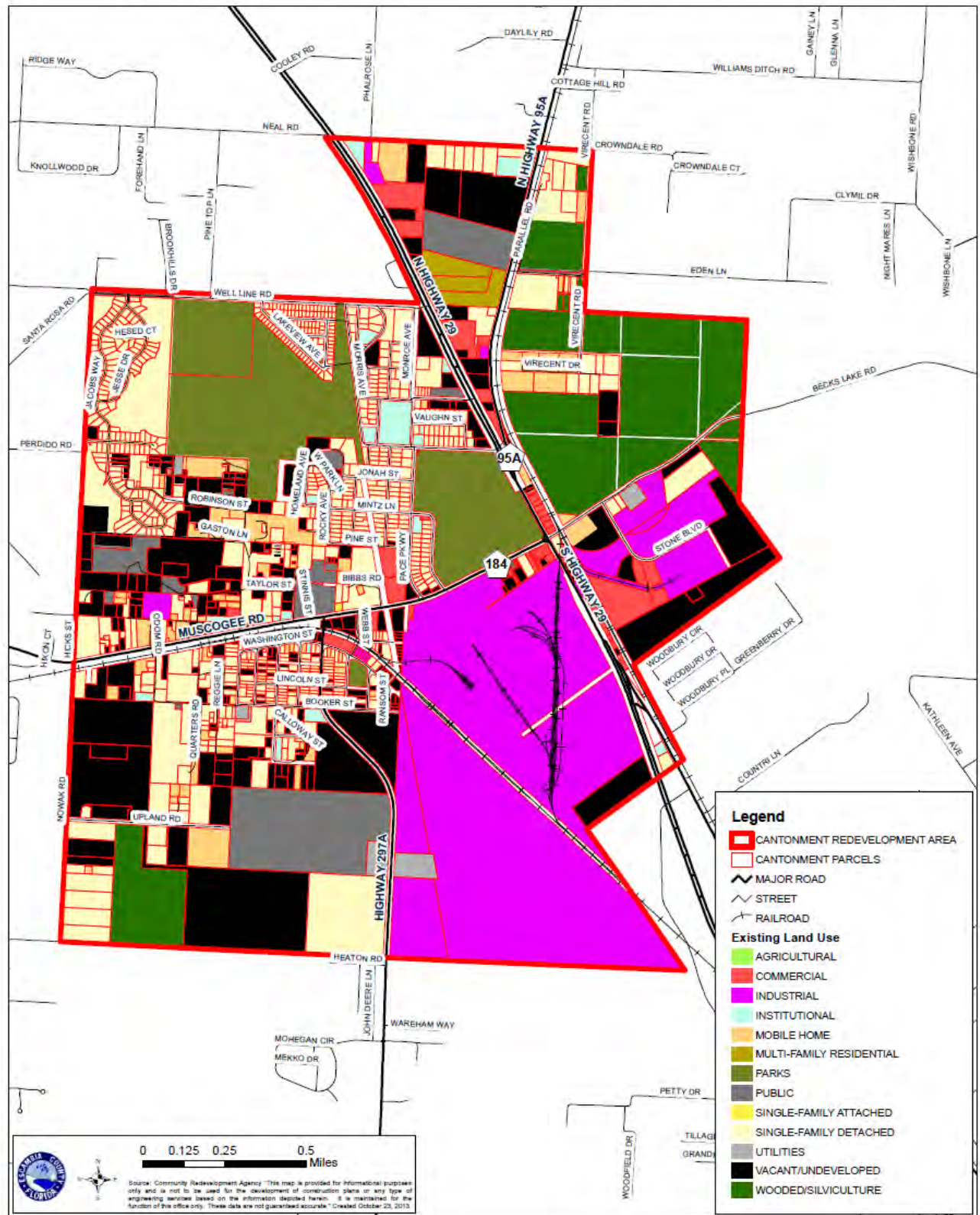
MAPS



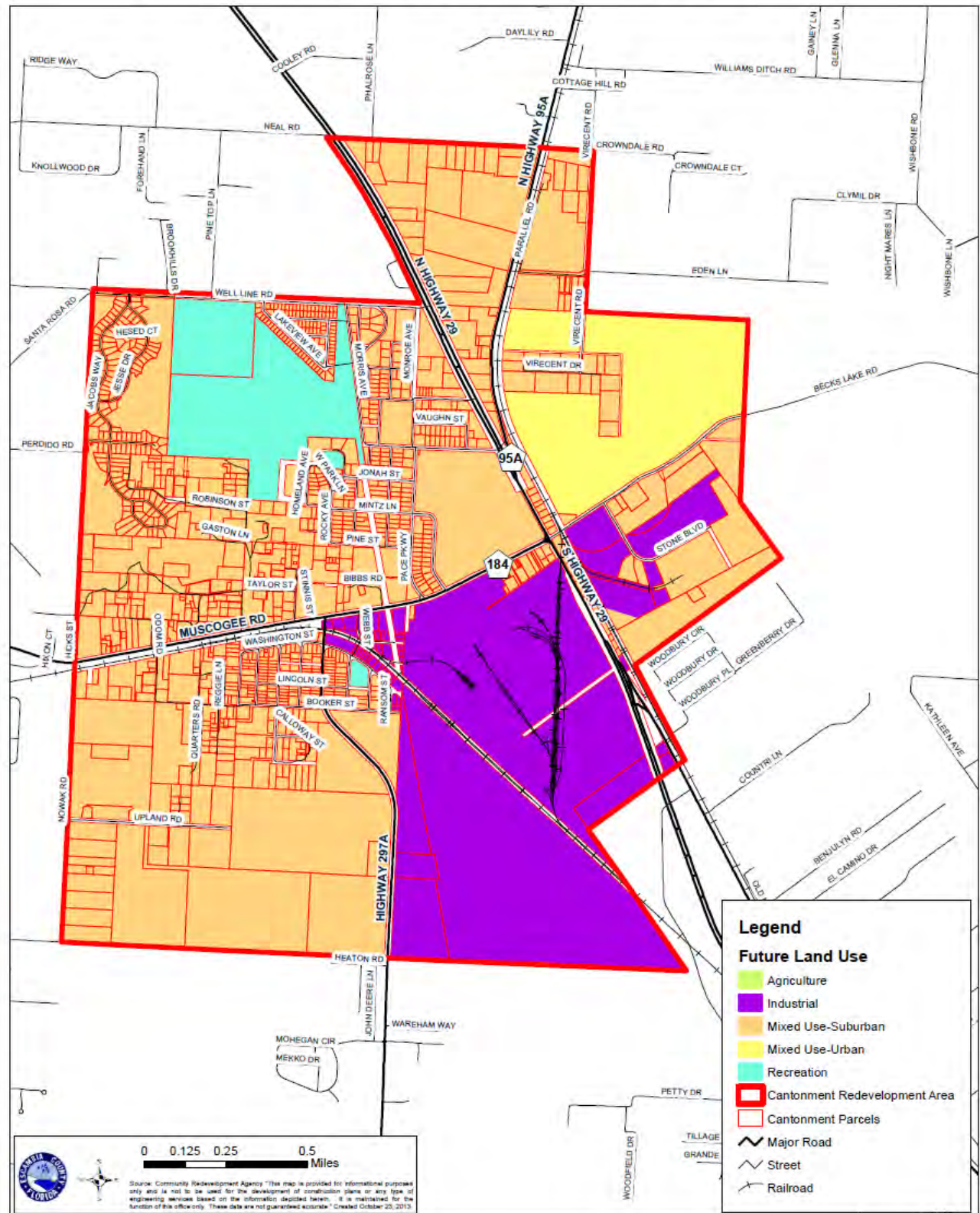
Cantonment Redevelopment Area - Zoning



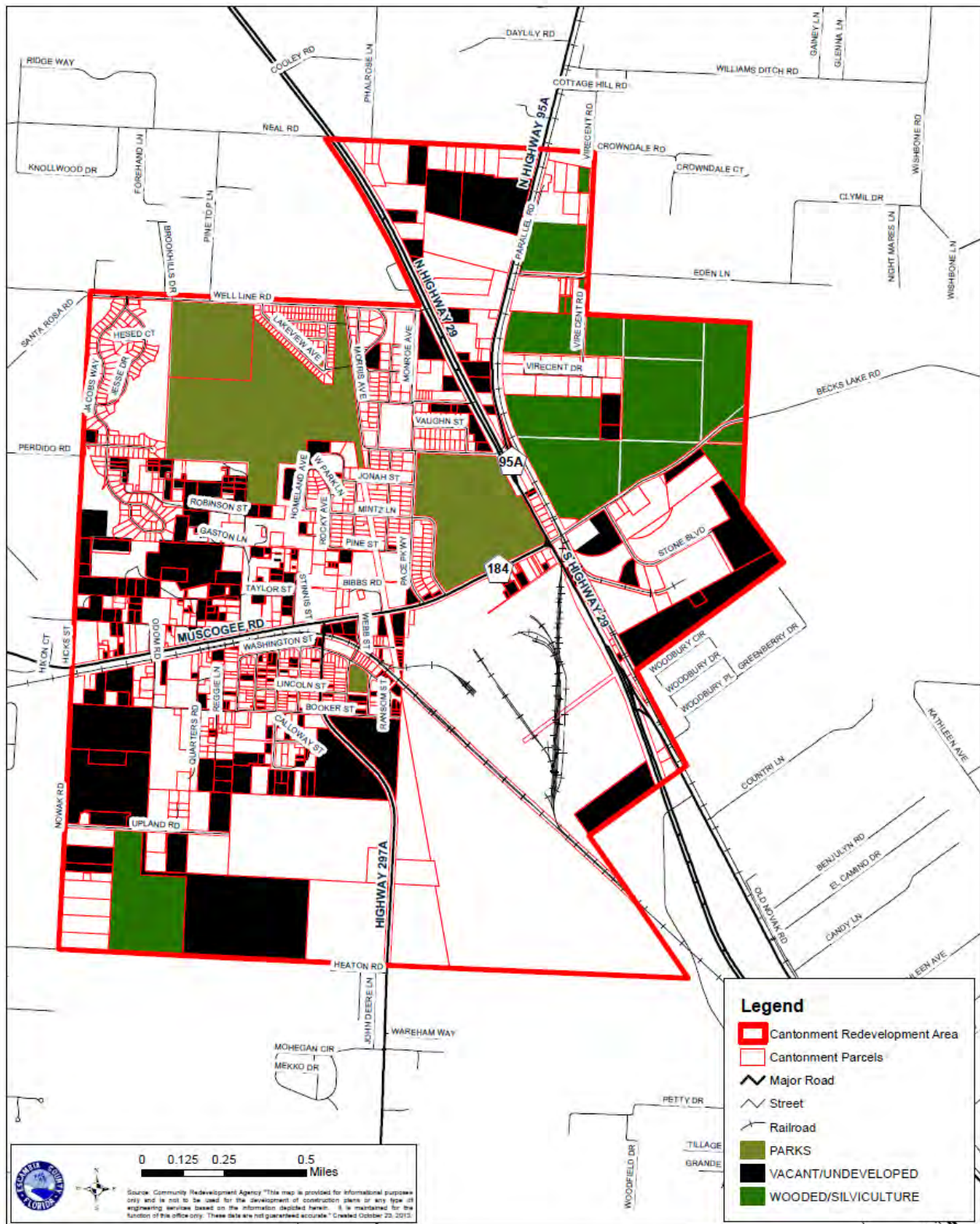
Cantonment Redevelopment Area - Existing Land Use



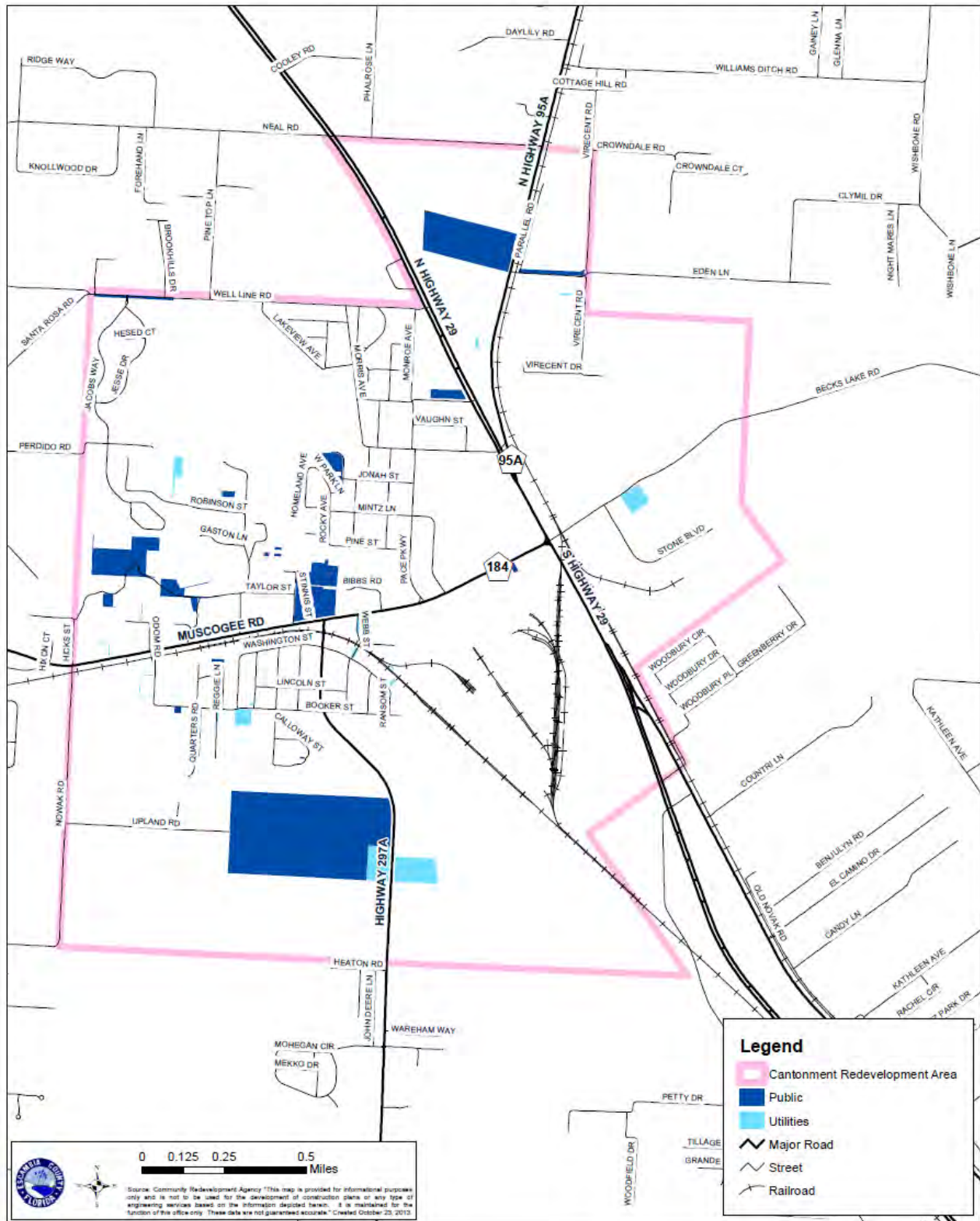
Cantonment Redevelopment Area - Future Land Use



Cantonment Redevelopment Area - Parks/ Recreation & Vacant



Cantonment Redevelopment Area - Public Lands & Utilities



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APPENDICES

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APPENDIX A: RESOLUTION

Escambia County
Clerk's Original

11/18/2010 5:32 pm PH

2010-001301 BCC
Nov. 18, 2010 Page 1

RESOLUTION NUMBER R2010-204

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE CANTONMENT COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE CANTONMENT COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE CANTONMENT AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

Section 2. Definitions. The definition of the terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Cantonment Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

Section 3. Findings and Determinations. The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Cantonment Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of

Verified by: J. MacArthur

Date: 11/19/10

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public services, and depressing the tax base.

b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Cantonment Redevelopment Area is necessary in the interest of the public health, safety, morals and welfare of the residents of the County in order to eliminate, remedy and prevent conditions of slum and blight.

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes, in the Proposed Cantonment Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Cantonment Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 18th day of November, 2010.

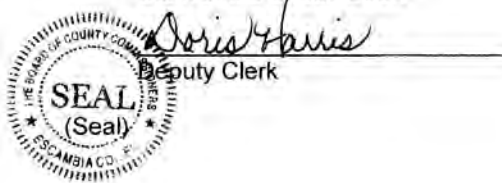
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA



Kevin W. White, Chairman
Date Executed

11/18/2010

Attest: Ernie Lee Magaha
Clerk of the Circuit Court



This document approved as to form
and legal sufficiency.

By: Kristin Harris
Title: HCA
Date: 8/20/10

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Exhibit A

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Description
Cantonment Community Redevelopment Area (CRA)
August 5, 2010

This description is intended solely for the purpose of identifying the Cantonment Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

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Findings of Necessity Proposed Cantonment Redevelopment Area

Introduction

As directed by the Board of County Commissioners 27, 2010 Committee of the Whole, Escambia County Community Redevelopment Agency (CRA), Community & Environment Bureau, prepared this report to support the proposed creation of a Cantonment redevelopment area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2000 U.S. Bureau of Census Population and Housing with 2009 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of slum or blight as described in Florida Statute 163.340(7) or (8).

Findings

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a large number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. Inadequate street layout and lack of paved roads limits accessibility to property located north of Muscogee Road and appears to have contributed to faulty lot layouts, accessibility, and usefulness of the property. While some of the area is served by sanitary sewer, the majority of the proposed area to the north of Muscogee Road and east of Highway 29 is not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted during 2010, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated

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Condition. The housing conditions windshield survey results found 96% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The majority of houses, 87%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The majority (51.8%) of the houses in the proposed area were constructed prior to 1969. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. Over three quarters (79.8%) of the owner occupied housing in the area is valued at less than the County median housing value of \$117,527 with more than half (50.7%) valued at less than \$50,000. Overall housing conditions and values support the need for redevelopment in the area.

The average median household income in the area is \$28,921 which is over \$16,000 less than the County median income of \$45,484. Approximately 60% (59.6%) of the households located within the proposed redevelopment area reported an income of less than the County median income while only 38% of the residents in the County as a whole reported income below the median value.

Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of slum or blight as defined by Florida Statutes. The proposed area would benefit from redevelopment programs and projects. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of slum and blight.

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-67

Item #: 9.

BCC Regular Meeting

Date: 11/18/2010

Issue: 5:32 p.m. Public Hearing – Adopt a Resolution Creating the Cantonment Redevelopment Area

From: Sandra Prince Jennings, P.E., Bureau Chief

Organization: Comm & Env Neigh Redevelopment

CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning a Resolution creating the Cantonment Redevelopment Area (Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901):

A. Adopt the Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Cantonment community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Cantonment Community is necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County; finding that there is a need to designate Cantonment as a redevelopment area; and providing for an effective date; and

B. Authorize the Chairman execute the Resolution.

BACKGROUND:

On May 27, 2010, Committee of the Whole, the CRA, a Division of the Community & Environment Bureau (CEB), was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Cantonment community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached.

On November 18, 2010, at 4:20 p.m., a CRA meeting was convened to recommend to the Board the adoption of a Resolution creating the Cantonment Redevelopment Area. A Map of the proposed Area and the Findings of Necessity are attached.

BUDGETARY IMPACT:

BCC 5:32 PH

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Funding for the newspaper advertising was provided through the CRA Administration, Fund 151, Cost Center 220523, Object Code 54901. After the Redevelopment Plan is adopted by the Board, a Tax Increment Financing (TIF) Ordinance will be created to fund proposed improvements in the designated area.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling a Public Hearing for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution Finding of Necessity Legal Description Map

BCC 5:32 PM

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APPENDIX B: REDEVELOPMENT TRUST FUND ORDINANCE

ORDINANCE 2013-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES FOR CANTONMENT REDEVELOPMENT DISTRICT PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OR REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County;

WHEREAS, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, “The Community Redevelopment Act of 1969”; and

WHEREAS, on November 18, 2010, the Board of County Commissioners adopted the Cantonment Resolution of Findings (R2010-204) of slum and blight and a shortage of affordable housing for low and moderate income households in the Cantonment community; and

WHEREAS, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Cantonment Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the Community Redevelopment Act.

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

Section 1. Chapter 46, Article VI, Section 46-290 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

Sec. 46-290. **The Cantonment Redevelopment Trust Fund Ordinance.**

(1) Title. This section shall be known as the "The Cantonment Redevelopment Trust Fund Ordinance", and may be cited as such, and will be referred to herein as "this section".

(2) Legislative Findings:

- a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board") adopted resolutions by which it found and declared that five blighted areas existed in Escambia County; that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas were necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights; that said blighted areas were appropriate for community redevelopment projects; and that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community

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Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended.

These resolutions designated the blighted areas as community redevelopment areas.

- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. On January 2014, the Board will adopt the Cantonment Redevelopment Plan which, among other things adopted a plan, subject to modification from time to time as appropriate, for community redevelopment projects conducted by the Community Redevelopment Agency. The boundaries of the area are described as follows:

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North,

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Range 31 West as recorded in Deed Book “N” at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

d. In addition, the Board makes the following findings:

1. The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2010-204 and Ordinance 2013-___ are supported by competent and substantial evidence and that said findings’ determinations, declarations, and actions are valid related to the purpose of this Ordinance.

2. The Cantonment Redevelopment Plan, incorporated herein by reference, supports the findings of the Board that the Cantonment Redevelopment District is a blighted area within this meaning of this Ordinance.

3. Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Cantonment Redevelopment District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by Section 163.346, Florida Statutes, as amended.

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(3) Definitions. Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

(4) Establishment of Redevelopment Trust Fund.

For the duration of the Cantonment Redevelopment Plan, such plan shall be funded by the Cantonment Redevelopment Trust Fund.

Pursuant to Section 163.387, Florida Statutes, as amended, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Cantonment Redevelopment District and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by Section 163.387 Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Cantonment Redevelopment District;

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- d. Property clearance and preparation of the Cantonment Redevelopment District for redevelopment and for relocation of site occupants as provided for Section 163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

(5) Funding of Redevelopment Trust Fund.

- a. For the duration of any community redevelopment project undertaken in the Cantonment Redevelopment District pursuant to its redevelopment plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to thirty-four percent (34.3%) of the difference between:

- 1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on

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taxable real property contained within the geographic boundaries of the Cantonment Redevelopment Area; and

2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Cantonment Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

b. Pursuant to Section 163.387(2) Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in Section 163.387, Florida Statutes, as amended.

c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a

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result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to Section 163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in aforementioned paragraphs.

- d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.

(6) Disposition of Monies Upon Expiration of the Fiscal Year. Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with Section 163.387(7), Florida Statutes, as amended.

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(7) Annual Audit.

The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

Section 2. Severability.

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

Section 3. Inclusion in the Code.

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

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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: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(Seal)

Enacted:

Filed with Department of State:

Effective:

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APPENDIX C: ENVISION CANTONMENT WORKSHOPS

CRA staff, in partnership with the Cantonment Improvement Committee and Habitat for Humanity Pensacola, conducted a series of public involvement meetings to engage the community in the development of this plan. The meetings were entitled Envision Cantonment and consisted of:

Kickoff Meeting and Identification
of Issues & Opportunities
October 1, 2013



Prioritize Issues & Opportunities
October 15, 2013



Review of Priorities, Short Term
Work Program, and Outline of
Redevelopment Plan
October 22, 2013



Review of Final Draft of
Cantonment Redevelopment Plan
October 29, 2013

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FOCUS AREAS TOPICS

HOUSING:

Affordable Housing
Low Income Housing
Housing Rehabilitation
Nursing Homes
Seniors Communities

WORKFORCE / JOBS:

Skilled Workforce
Bring jobs to Cantonment
Job Training Center (i.e. Escarosa)
Technical or Trade Schools

TRANSPORTATION & INFRASTRUCTURE:

Sewage System & Wastewater Treatment
Water Supply
Drainage
Paved Streets / Roads Repair
Street Patterns
Bus System
Car Pool
Taxi

COMMUNITY SERVICES:

Boys & Girls Club
Childcare Centers
Community Centers
Fire Protection
Library
Schools

HEALTH & SAFETY:

Crime
Community Cleanups
Ambulance Services
Health Departments
Hospitals & Clinics

BUSINESS GENERATION

Attracting New Business
Business Incubators
Desired Types of Business
Enhancing Current Businesses

CULTURAL / NATURAL RESOURCES & RECREATION:

Parks
Nature Trails
Outdoor Recreation
Lakes & Ponds

Sports Complex
Camp Grounds



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5569

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 01/16/2014

Issue: 5:33 p.m. Public Hearing concerning Supplemental Budget Amendment #058 – Fund Balance Carry-forwards

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting a Resolution amending the Fiscal Year 2013-2014 Budget.

Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #058, in the amount of \$65,411,440, to recognize certain revenues and adjust fund balance estimates for the following funds: General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), M&A State Fund (106), Tourist Promotion Fund (108), Other Grants & Projects Fund (110), Detention/Jail Commissary Fund (111), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees (116), Perdido Key Beach Mouse Fund (117), Law Enforcement Trust (121), Escambia Affordable Housing (124), Handicapped Parking Fund (130), Family Mediation Fund (131), Fire Protection Fund (143), E-911 Operations Fund (145), HUD-CDBG Housing Rehab (146), HUD Home Fund (147), Community Redevelopment Fund (151), Southwest Sector CRA Fund (152), Bob Sikes Toll Bridge Fund (167), Transportation Trust Fund (175), MSBU Assessment Fund (177), Master Drainage Basin Fund (181), FTA Capital Projects Fund (320), New Road Construction Fund (333), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspections Fund (406), EMS Fund (408), Civic Center Fund (409), and the Internal Service Fund (501), and to appropriate these funds accordingly.

BACKGROUND:

During the budget process fund balance carry forwards are estimated and placed into the budget. Once the books for the previous Fiscal Year have been closed, the actual fund balance carry forwards are calculated, and the adjustments are made.

New allocations from the fund balance for the General Fund (001) include an allocation of \$1,500,000 to Reserves for Contingency. In the Economic Development Fund there is an allocation of \$886,406 to Reserves. In the Code Enforcement Fund (103) there is an allocation of \$1,295,608 to Reserves. In the Tourist Development Fund (108) there are available funds for allocation in the amount of \$2,293,900, and a \$550,000 allocation to Reserves. In the Transportation Trust Fund (175) there are funding allocations of \$751,241 to Reserves. The appropriate backup is also provided for additional funding allocations.

BUDGETARY IMPACT:

This supplemental budget amendment adjusts all listed funds with the appropriate fund balance, fund transfer or revenue adjustment accordingly.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

In the Transportation Trust Fund (175) a total of \$217,692 is being allocated to establish four (4) new road corrections officers for the Road Prison. Since fund balance carry-forwards are not recurring sources of monies, these 4 new positions will have to be funded from recurring revenues beginning in FY15.

During the budget cycle the 3% COLA was removed from all budgets and placed in reserves pending the outcome of the jail transition. This budget amendment also takes the funding from reserves and places it back in the departmental budgets to fund the BCC approved COLA.

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#058

**Replacement
Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2014-**

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 County wishes to amend the FY 13-14 Annual Budget to recognize actual fund balance carry-forwards and to appropriate these funds for the current fiscal year.

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, 2014:

General Fund	1
Escambia County Restricted	101
Economic Development Fund	102
Code Enforcement	103
M & A State Funds	106
Tourist Promotion	108
Other Grants & Projects	110
Detention/Jail Commissary	111
Library Fund	113
Misdemeanor Probation	114
Article V	115
Development Review Fees	116
Perdido Key Beach Mouse	117
Law Enforcement Trust	121
Escambia Affordable Housing	124
Handicapped Parking	130
Family Mediation	131
Fire Protection	143
E-911	145
HUD-CDBG Housing Rehab	146
HUD Home	147
Community Redevelopment	151
Southwest Sector CRA	152
Bob Sikes Toll Bridge	167
Transportation Trust	175
MSBU Assessment	177
Master Drainage Basin Funds	181
FTA Capital Project Funds	320
New Road Construction	333
Local Option Sales Tax III	352
Solid Waste Fund	401
Building Inspections	406
EMS	408
Civic Center	409
Internal Service Fund	501
Fund Name	Fund Number

Revenue Title	Fund Number	Account Code	Amount
Estimated Fund Balance	001	389901	2,377,702
Road Prison Reimbursements	101	366401	1,260
Estimated Fund Balance	101	389901	1,297,434
Estimated Fund Balance	102	389901	886,406
Estimated Fund Balance	103	389901	1,334,036
Estimated Fund Balance	106	389901	21,762
Estimated Fund Balance	108	389901	2,846,445
BP Oil Spill Grant	108	334515	15
Estimated Fund Balance	110	389901	1,256,051
Donations	113	366219	314
Estimated Fund Balance	114	389901	783,159
Estimated Fund Balance	115	389901	4,255,189
Estimated Fund Balance	116	389901	250,534
Estimated Fund Balance	117	389901	78,220
Estimated Fund Balance	121	389901	492,548
Escambia Affordable Housing	124	369040	268,817
Estimated Fund Balance	130	389901	266,801
Estimated Fund Balance	131	389901	27,977
Estimated Fund Balance	143	389901	2,954,454
Estimated Fund Balance	145	389901	839,833
Estimated Fund Balance	146	389901	48,454
2012 HUD Home	147	331563	6,527
Estimated Fund Balance	151	389901	2,807,024
Blue Angel Trip Program	152	334419	256,764
Sorrento Trip Program	152	334440	1,173,537
Perdido Key Drive Trip Program	152	334447	164,057
Estimated Fund Balance	152	389901	(1,592,774)
Estimated Fund Balance	167	389901	514,116
Estimated Fund Balance	175	389901	1,438,594

Estimated Fund Balance	177	389901	157,137
Innerarity Island MSBU reserves	177	363299	(1,902)
Estimated Fund Balance	181	389901	54,688
FL90X701	320	331454	27,087
FTA Capital 2008	320	331450	(267)
FL90X728	320	331455	(45,940)
FL90X759	320	331459	(89,373)
Estimated Fund Balance	333	389901	29,688
LAP Agreements/Crabtree Church Road	352	3344xx(new)	1,388,244
Estimated Fund Balance	352	389901	11,440,544
LAP/Crabtree Church	352	334448	25,084
Jacks Branch Road	352	334451	3,599,525
Myrtle Grove Elementary Sidewalks	352	331413	975,000
Reimbursements/ Olive Road	352	369401	1,046,976
Maplewoods Drainage	352	331319	896,040
Estimated Fund Balance	401	389901	5,472,376
Estimated Fund Balance	406	389901	1,961,099
Estimated Fund Balance	408	389901	12,222,421
Estimated Fund Balance	409	389901	545,215
Estimated Fund Balance	501	389901	650,000
BC/BS Health Grant	501	341240	2,542
Total			65,411,440

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Reserves for Contingency	001/110201	59802	1,500,000
Reserves for Operating	001/110201	59805	63,703
Salaries	001/110101	51201	14,075
Salaries	001/110302	51201	13,775
Salaries	001/110601	51201	27,775
Salaries	001/130101	51201	6,356
Salaries	001/140201	51201	12,294
Salaries	001/140701	51201	13,925
Salaries	001/141001	51201	2,116
Salaries	001/150101	51201	17,870
Salaries	001/220101	51201	6,324
Salaries	001/220701	51201	11,765
Salaries	001/220901	51201	5,114
Salaries	001/221001	51201	10,129
Salaries	001/221201	51201	12,753
Salaries	001/250501	51201	28,419
Salaries	001/250601	51201	8,297
Salaries	001/270102	51201	6,106
Salaries	001/270103	51201	6,772
Salaries	001/270109	51201	7,373
Salaries	001/270110	51201	7,760
Salaries	001/270111	51201	4,585
Salaries	001/290307	51201	10,049
Salaries	001/310101	51201	6,150
Salaries	001/310202	51201	8,209
Salaries	001/310203	51201	56,078
Salaries	001/310207	51201	3,908
Salaries	001/320201	51201	10,852
Salaries	001/320501	51201	17,101
Salaries	001/330401	51201	6,219
Salaries	001/330402	51201	5,306
Salaries	001/330403	51201	31,152
Salaries	001/330602	51201	1,909
Salaries	001/350220	51201	3,068
Salaries	001/350226	51201	24,237
Salaries	001/350232	51201	1,243
Salaries	001/380201	51201	7,765
Salaries	001/550101	51201	20,805
Overtime	001/290401	51401	595,079
Overtime	001/290402	51401	69,631
Reserves for Operating	001/110201	59805	(664,710)
Salaries	001/290401	51201	196,843
Salaries	001/290402	51201	115,587
Repair & Maintenance	001/210607	54601	32,000
Operating Supplies	001/210607	55201	31,935
Reserves	101/110265	59801	5,337
Operating Supplies	101/150105	55201	138,140
Host Ordinance Items	101/210408	54931	1
Reserves	101/320502	59801	5,742
Reserves	101/320503	59801	4,989
Reserves	101/220310	59801	145,814
Reserves	101/220334	59801	112,643
Reserves	101/220336	59801	50,213
Reserves	101/350236	59801	66,928
Reserves	101/350224	59801	25,519
Reserves	101/290103	59801	624,494
Machinery & Equipment	101/290103	56401	10,000

Regular Salaries & Wages	101/290103	51201	1,639
Reserves	101/221016	59801	17,486
Improvements other than Buildings	101/220809	56301	4,822
Operating Supplies	101/290208	55201	1,260
Reserves	101/221018	59801	81,013
Regular Salaries & Wages	101/221018	51201	2,602
Operating Supplies	101/230317	55201	52
Reserves	102/360704	59801	886,406
Regular Salaries & Wages	103/290101	51201	38,428
Reserves	103/290101	59801	1,295,608
Reserves	106/220703	59801	21,762
Aids to Private Organizations	108/360101	58201	1,259,063
Aids to Private Organizations	108/360105	58201	1,034,837
Reserves	108/360101	59801	300,000
Reserves	108/360105	59801	250,000
Aids to Private Organizations	108/360103	58201	15
Salaries	108/220805	51201	2,545
Reserves	110/110263	59801	529,777
Other Grants & Aids	110/410567	58301	77,579
Improvements Other Than Bldgs.	110/220807	56301	262,352
Operating Supplies	110/330318	55201	5,478
Other Contractual Services	110/410559	53401	217,868
Reserves	110/410512	59801	118,605
Other Contractual Services	110/330459	53401	7,888
Repair and Maintenance	110/221002	54601	13,708
Regular Salaries & Wages	110/290501	51201	1,228
Promotional	110/550125	54801	7,937
Operating Supplies	110/330323	55201	9,905
Regular Salaries & Wages	110/290501	51201	1,104
Regular Salaries & Wages	110/320219	51201	1,135
Regular Salaries & Wages	110/330409	51201	1,487
Operating Supplies	111/290406	55201	(56,833)
Regular Salaries & Wages	111/290406	51201	42,485
FICA	111/290406	52101	3,250
Retirement Contributions	111/290406	52201	2,953
Life & Health	111/290406	52301	8,031
Workers Compensation	111/290406	52401	114
Books, Pubs & Library Materials	113/110504 (new)	56601	314
Regular Salaries & Wages	114/290301	51201	22,589
Reserves	114/290301	59801	727,965
Regular Salaries & Wages	114/290302	51201	3,026
Regular Salaries & Wages	114/290303	51201	3,095
Regular Salaries & Wages	114/290304	51201	1,099
Regular Salaries & Wages	114/290305	51201	20,010
Regular Salaries & Wages	114/290306	51201	5,375
Aids to Governmental Agencies	115/410701	58101	13,797
Insurance	115/410701	54501	562
Reserves	115/410501	59801	339,655
Salaries	115/410501	51201	1,624
Reserves	115/410514	59801	501,315
Salaries	115/410514	51201	953
Reserves	115/410502	59801	239,147
Salaries	115/410502	51201	1,639
Reserves	115/410505	59801	91,712
Reserves	115/410507	59801	929,792
Reserves	115/540112	59801	298,199
Reserves	115/290206	59801	260,643
Reserves	115/410503	59801	187,294
Salaries	115/410503	51201	2,224
Reserves	115/410407	59801	75,246
Reserves	115/410306	59801	113,715
Other Contractual Services	115/410306	53401	6,000
Operating Supplies	115/410306	55201	12,000
Machinery	115/410306	56401	10,000
Salaries	115/410517	51201	41,947
Reserves	115/410506	59801	31,721
Reserves	115/410515	59801	176,604
Salaries	115/410515	51201	1,034
Reserves	115/410309	59801	66,286
Other Contractual Services	115/410309	53401	4,425
Operating Supplies	115/410309	55201	10,000
Reserves	115/410412	59801	42,019
Reserves	115/410516	59801	309,683
Salaries	115/410516	51201	1,378
Reserves	115/410310	59801	181,610
Repairs & Maintenance	115/410310	54601	4,180
Operating Supplies	115/410310	55201	1,000
Reserves	115/410413	59801	149,287
Repairs & Maintenance	115/410413	54601	774
Reserves	115/410311	59801	3,504
Reserves	115/410414	59801	18,048
Reserves	115/410312	59801	87,736

Other Contractual Services	115/410312	53401	10,000
Operating Supplies	115/410312	55201	4,000
Reserves	115/410415	59801	24,436
Reserves	116/211902	59801	243,156
Salaries	116/211902	51201	7,378
Operating Supplies	117/220335	55201	78,220
Professional Services	121/540103	53101	30,000
Communications	121/540103	54101	5,000
R & M	121/540103	54601	58,728
Promotional	121/540103	54801	20,820
Other Current Charges	121/540103	54901	25,000
Investigations	121/540103	53501	60,000
Operating Supplies	121/540103	55201	50,000
Machinery & Equipment	121/540103	56401	140,000
Aids to Private Organizations	121/540103	58201	103,000
Reserves	124/220406	59801	268,817
Reserves	130/540104	59801	88,934
Reserves	130/140602	59801	177,867
Reserves	131/410141	59801	27,977
Regular Salaries & Wages	143/330206	51201	146,681
Reserves	143/330206	59801	2,790,819
Regular Salaries & Wages	143/330209	51201	16,954
Reserves	145/330404	59801	839,833
Reserves	146/220401	59801	48,454
Other Contractual Services	147/220449	53401	6,527
Reserves	151/220516	59801	744,903
Reserves	151/220515	59801	445,087
Reserves	151/220520	59801	181,456
Reserves	151/220517	59801	637,492
Reserves	151/220519	59801	410,748
Reserves	151/220521	59801	377,609
Reserves	151/220518	59801	339
Salaries	151/220521	51201	2,589
Salaries	151/220523	51201	6,801
Improvements Other Than Bldgs.	152/110269	56301	1,584
Reserves	167/140302	59801	511,468
Salaries	167/140301	51201	2,648
Reserves	175/290205	59801	117,273
Reserves	175/211101	59801	751,241
Regular Salaries	175/290202	51201	138,360
FICA	175/290202	52101	10,584
Retirement	175/290202	52201	26,536
Life & Health	175/290202	52301	36,000
Workers Comp	175/290202	52401	6,212
Regular Salaries	175/210401	51201	8,892
Regular Salaries	175/210402	51201	116,469
Regular Salaries	175/210403	51201	20,678
Regular Salaries	175/210404	51201	9,585
Regular Salaries	175/210405	51201	31,416
Regular Salaries	175/211101	51201	12,087
Regular Salaries	175/211201	51201	17,875
Regular Salaries	175/211602	51201	18,654
Regular Salaries	175/290202	51201	116,461
Regular Salaries	175/290205	51201	271
Reserves	177/140963	59801	(1,902)
Reserves	177/140572	59801	157,137
Improvements Other than Buildings	181/210719	56301	311
Improvements Other than Buildings	181/210720	56301	(184)
Improvements Other than Buildings	181/210721	56301	117
Improvements Other than Buildings	181/210722	56301	6
Improvements Other than Buildings	181/210723	56301	49
Improvements Other than Buildings	181/210724	56301	(19,948)
Improvements Other than Buildings	181/210725	56301	17,536
Improvements Other than Buildings	181/210726	56301	3,316
Improvements Other than Buildings	181/210727	56301	630
Improvements Other than Buildings	181/210728	56301	14,622
Improvements Other than Buildings	181/210729	56301	599
Improvements Other than Buildings	181/210730	56301	6,044
Improvements Other than Buildings	181/210731	56301	29,029
Improvements Other than Buildings	181/210732	56301	(102,816)
Improvements Other than Buildings	181/210733	56301	28,961
Improvements Other than Buildings	181/210734	56301	58,815
Improvements Other than Buildings	181/210735	56301	9,304
Improvements Other than Buildings	181/210736	56301	8,297
Machinery & Equipment	320/320410	56401	27,087
Improvements Other than Bldgs	320/320411	56401	(267)
Support Facility Repairs	320/320415	54607	(45,940)
Support Facility Repairs	320/320416	54607	(89,373)
Improvements other than Bldgs.	333/210204	56301	29,688
Improvements Other Than Buildings/ Crabtree Church Road LAP	352/2101xx (new)	56301	1,388,244
Machinery & Equipment	352/110267	56401	1,278,280

Improvements Other than Buildings	352/350228	56301	240
Improvements Other than Buildings	352/350229	56301	55,620
Improvements Other than Buildings	352/220102	56301	3,354,821
Improvements Other than Buildings	352/410149	56301	(14,144)
Improvements Other than Buildings	352/330228	56301	339,432
Improvements Other than Buildings	352/330435	56301	980,315
Improvements Other than Buildings	352/540115	56301	(215,061)
Improvements Other than Buildings	352/210112	56301	257,708
Improvements Other than Buildings	352/210113	56301	(463)
Improvements Other than Buildings	352/210107	56301	1,012,514
Improvements Other than Buildings	352/210107	56301	60,847
Improvements Other than Buildings	352/210107	56301	14,449
Improvements Other than Buildings	352/210107	56301	29,184
Improvements Other than Buildings	352/210107	56301	10,831
Improvements Other than Buildings	352/210107	56301	1,817,000
Buildings	352/110267	56201	165,000
Reserves	352/110267	59801	8,836,596
Provision Closure-LT Care	401/230310	54998	300,000
Reserves	401/230310	59801	5,112,412
Regular Salaries & Wages	401/230301	51201	16,105
Regular Salaries & Wages	401/230304	51201	6,763
Regular Salaries & Wages	401/230306	51201	8,798
Regular Salaries & Wages	401/230307	51201	5,175
Regular Salaries & Wages	401/230314	51201	23,123
Regular Salaries & Wages	406/250101	51201	11,345
Regular Salaries & Wages	406/250107	51201	6,013
Regular Salaries & Wages	406/250108	51201	7,196
Regular Salaries & Wages	406/250109	51201	5,071
Regular Salaries & Wages	406/250111	51201	6,377
Machinery & Equipment	406/250111	56401	125,620
Reserves	406/250111	59801	1,790,908
Regular Salaries & Wages	406/250115	51201	4,228
Regular Salaries & Wages	406/250118	51201	4,341
Reserves	408/330302	59801	12,074,639
Regular Salaries & Wages	408/330302	51201	136,216
Regular Salaries & Wages	408/330603	51201	11,566
Reserves	409/360401	59801	176,215
Promotional Activities	409/360401	54801	369,000
Reserves	501/140836	59801	363,195
Other Contractual Services	501/140836	53401	235,519
Salaries	501/140833	51201	8,499
Salaries	501/150107	51201	5,019
Professional Services	501/150108	53101	9,174
Other Contractual Services	501/150108	53401	5,367
Communications	501/150108	54101	2,670
Utilities	501/150108	54301	9,683
Operating Supplies	501/150108	55201	2,451
Reserves	501/150111	59801	2,542
Salaries	501/210407	51201	2,463
Salaries	501/310205	51201	5,960
Total			65,411,440

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**

Lumon J. May, Chairman

Deputy Clerk

Adopted

OMB Approved

**Supplemental Budget Amendment
#058**

[illegible]

Escambia County Restricted (101)																	
Revenue Accounts:		369009/369045	369045	342921	366223	343701	349011	349010	347206	347401	348532	365002	366004		366401		
Cost Centers:		110265	150105	210408	320502	320503	220310	220334	220336	350236	350224	290103	221016	220809	290208	221018	230317
	Perdido	Employees Morale	Road Dept	Animal	Kennel	Tree	Tree	Wetland	Fishing	Parks	Safe	Jones Swamp	Aquatics	Road Prison	NPDES	Solid Waste	Total
	Key Fund	And Welfare	Timber Sales	Lic Fees	Sponsorships	Fund	Removal	Ordinance	Bridge	Spec Events	Neighborhood	Wetland Presv	Resources	Reimburs		Fundraiser	
Program Revenues	\$ -	\$ 23,744.95	\$ -	\$ -	\$ 8,244.09	\$ 20,050.00	\$ 3,550.00	\$ 3,797.50	\$ 39,321.96	\$ -	\$ 123,651.24	\$ -	\$ -	\$ 8,659.00	\$ 236,568.24	\$ 1,435.00	\$ 469,021.98
Interest	\$ -	\$ 143.45	\$ -	\$ -	\$ 49.80	\$ 121.13	\$ 21.45	\$ 22.94	\$ 237.55	\$ -	\$ 747.00	\$ -	\$ -	\$ 52.31	\$ 1,429.16	\$ 8.67	\$ 2,833.46
Interest	\$ -	\$ 715.11	\$ -	\$ -	\$ 248.28	\$ 603.83	\$ 106.91	\$ 114.37	\$ 1,184.23	\$ -	\$ 3,723.92	\$ -	\$ -	\$ 260.78	\$ 7,124.57	\$ 43.22	\$ 14,125.22
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ 24,603.51	\$ -	\$ -	\$ 8,542.18	\$ 20,774.96	\$ 3,678.36	\$ 3,934.81	\$ 40,743.75	\$ -	\$ 128,122.16	\$ -	\$ -	\$ 8,972.09	\$ 245,121.97	\$ 1,486.89	\$ 485,980.66
Expenses	\$ -	\$ 12,311.08	\$ 2,248.86	\$ 32,943.00	\$ 14,255.62	\$ 17,950.84	\$ 4,836.01	\$ 8,240.85	\$ 43,100.70	\$ -	\$ 52,207.12	\$ -	\$ -	\$ 4,720.15	\$ 161,506.64	\$ 1,217.68	\$ 355,538.55
Total Expenses	\$ -	\$ 12,311.08	\$ 2,248.86	\$ 32,943.00	\$ 14,255.62	\$ 17,950.84	\$ 4,836.01	\$ 8,240.85	\$ 43,100.70	\$ -	\$ 52,207.12	\$ -	\$ -	\$ 4,720.15	\$ 161,506.64	\$ 1,217.68	\$ 355,538.55
Excess/(Deficiency)	\$ -	\$ 12,292.43	\$ (2,248.86)	\$ (32,943.00)	\$ (5,713.44)	\$ 2,824.12	\$ (1,157.65)	\$ (4,306.04)	\$ (2,356.95)	\$ -	\$ 75,915.04	\$ -	\$ -	\$ 4,251.94	\$ 83,615.33	\$ 269.21	\$ 130,442.11
Beginning Fund Balance	\$ 5,337.46	\$ 125,847.96	\$ 3,076.77	\$ 38,685.21	\$ 10,702.61	\$ 171,389.99	\$ 113,800.30	\$ 94,643.59	\$ 69,284.63	\$ 25,518.55	\$ 583,806.67	\$ 17,486.49	\$ 7,492.32	\$ (2,992.38)	\$ -	\$ -	\$ 1,264,080
Ending Fund Balance	\$ 5,337.46	\$ 138,140.39	\$ 827.91	\$ 5,742.21	\$ 4,989.17	\$ 174,214.11	\$ 112,642.65	\$ 90,337.55	\$ 66,927.68	\$ 25,518.55	\$ 659,721.71	\$ 17,486.49	\$ 7,492.32	\$ 1,259.56	\$ 83,615.33	\$ 269.21	\$ 1,394,522
Minus Re-budgets	0	0	827	0	0	28,400	0	40,125		0	0	0	2,670	0	0	217	72,239
Minus Budget Adj	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Minus Budgeted FB	0	0	0	0	0	0	0	0	0	0	23,589	0	0	0	0	0	23,589
SBA Amount	\$5,337	\$138,140	\$1	\$5,742	\$4,989	\$145,814	\$112,643	\$50,213	\$66,928	\$25,519	\$636,133	\$17,486	\$4,822	\$1,260	\$83,615	\$52	1,298,694
Check																	
Current Assets	1,431,368																(1)
Current Liabilities	36,845																
Fund Balance	\$1,394,523																
Allocations for 2014																	
Account Title	Fund/Cost Center	Account	Adjustment	Cost Center Name	Description												
Reserves	101/110265	59801	5,337	Perdido Key Fund	Reserves												
Operating Supplies	101/150105	55201	138,140	Morale and Welfare	Awards, plaques and employee morale												
Host Ordinance Items	101/210408	54931	1	Roads Timber Sales	Correction in last years fund balance calculation												
Reserves	101/320502	59801	5,742	Animal License Fees	Reserves												
Reserves	101/320503	59801	4,989	Kennel Sponsorships	Reserves												
Reserves	101/220310	59801	145,814	Tree Fund	Reserves												
Reserves	101/220334	59801	112,643	Tree Removal	Reserves												
Reserves	101/220336	59801	50,213	Wetland Ordinance	Reserves												
Reserves	101/350236	59801	66,928	Fishing Bridge	Reserves												
Reserves	101/350224	59801	25,519	Parks Special Events	Reserves												
Reserves	101/290103	59801	624,494	Safe Neighborhoods	Reserves												
Machinery & Equipment	101/290103	56401	10,000	Safe Neighborhoods	Security Camera System												
Salaries	101/290103	51201	1,639	Safe Neighborhoods	3% COLA												
Reserves	101/221016	59801	17,486	Jones Swamp	Reserves												
Improvements Other Than Bldgs	101/220809	56301	4,822	Aquatic Resources	Artificial reefs												
Operating Supplies	101/290208	55201	1,260	Road Prison Reimbursements													
Reserves	101/221018	59801	81,013	NPDES	Correction in last years fund balance calculation												
Salaries	101/221018	51201	2,602	NPDES	3% COLA												
Operating Supplies	101/230317	55201	52	Solid Waste Fundraise	Supplies for Dump Dash												
			1,298,694														

[illegible]

Mosquito State Fund (106)		FY2012		FY2013	FY2014	
	Current Assets	46,515.66		15,607.53	21,762.11	
	Current Liabilities	<u>1,352.66</u>		<u>0.00</u>	<u>0.00</u>	
	Fund Balance	45,163.00		15,608	21,762	
	Less: Original Estimate	0.00		0.00	0	
	Adjustment	\$45,163.00		15,608	21,762	
	check:					
	revenues	39,396.29		18,505.15	18,500.31	
	-exps	<u>52,721.17</u>		<u>48,060.62</u>	<u>12,345.73</u>	
	=wc	-13,324.88		-29,555.47	6,155	
	+beginning fb	<u>58,488.00</u>		<u>45,163.00</u>	<u>15,608</u>	
		45,163.12		15,608	21,762	
		(0)		0	0	
			Object			
	Department	Fund/Cost Center	Code	Account Title	Adjustment	Description
New Allocations						
	Comm & Env/Mosquito	106/220703	59801	Reserves	21,762	Reserves
				Total	21,762	

Tourist Development Tax (108)		
Year Ending September 30, 2013		
	360101	360105
	3 Cents	4th Cents
	FY 12/13	FY 12/13
	Actuals	Actuals
Tourist Development Tax	\$5,851,123	\$1,950,374
Interest	4,289	1,977
Miscellaneous Revenues	268	114
Total Revenue	5,855,680	1,952,466
African-American Heritage Society		46021.05
Arts Culture and Entertainment (ACE)		266,099
Civic Center	1,400,000	
Frank Brown International Songwriter's		40,000
Historic Preservation Society		70,000
Indirect Cost	242,288	80,763
Marine Recreation		154,440
Naval Aviation Museum		100,000
Pensacola Bay Area Chamber of Commerce	4,446,717	378,970
Pensacola Sports Association	25,000	25,000
Perdido Key Area Chamber of Commerce	0	
Sertoma		75,000
Skills USA		100,000
St Michaels		25,000
Total Expenses	6,114,005	1,361,293
Excess/(Deficiency)	(\$258,326)	591,173
Beginning Fund Balance	2,217,389	895,279
Ending Fund Balance	1,959,063	1,486,452
Estimate	400,000	150,000
Recommended Adjustment to Reserves	300,000	250,000
Adjustment	1,259,063	1,086,452
(minus rebudgets)		49,070
SBA	1,259,063	1,037,382
New Allocations		
Reserves	300,000	250,000
Marine Resources 3% COLA CC:220805		2,545
BP Oil Spill Grant - revenue 334515		
Tourism Promotion	1,259,063	1,034,837
Net Available	1,259,063	1,037,382
BP Oil Spill Grant	73,416	
	38,152	
Should have in the budget	35,263.95	
Actually have in the budget	35,249.08	
Add this amount.	14.87	

FUND 110 FUND BALANCE CALCULATION							
	<u>FY2008</u>	<u>FY2009</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>
CURRENT ASSETS	5,853,507.87	3,873,103.00	1,807,592.00	3,474,022.86	3,275,115.24	2,480,485.65	1,553,551.00
CURRENT LIABILITIES	<u>4,304,740.05</u>	<u>923,763.00</u>	<u>362,316.00</u>	<u>1,931,386.29</u>	<u>2,221,741.62</u>	<u>1,331,622.55</u>	<u>297,500.00</u>
ENDING FB	1,548,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10	1,256,051.00
-ESTIMATED FB (budgeted FB in current yr)	<u>800,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
adjust	748,767.82	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,148,863.10	1,256,051.00
check:							
REV	12,811,943.00	8,548,992.00	4,069,841.00	5,908,253.47	7,504,306.35	9,963,077.72	2,697,414.00
-EXPS	<u>12,479,247.00</u>	<u>7,152,724.00</u>	<u>5,573,905.00</u>	<u>5,810,892.50</u>	<u>7,993,569.30</u>	<u>9,867,588.24</u>	<u>2,599,201.00</u>
	332,696.00	1,396,268.00	(1,504,064.00)	97,360.97	(489,262.95)	95,489.48	98,213.00
+BEGINNING FB (ending FB from prvs yr)	1,216,071.00	1,553,072.00	2,949,340.00	1,445,276.00	1,542,636.57	1,053,373.62	1,157,838.05
ENDING FB	1,548,767.00	2,949,340.00	1,445,276.00	1,542,636.97	1,053,373.62	1,148,863.10	1,256,051.05
	0.82	0.00	0.00	(0.40)	0.00	0.00	(0.05)
Allocation for FY2014:							
Non-department	110/110263	59801	529,777.00				
Drug Courts Emergency Funds-Donation	110/410567	58301	77,579.04				
FL Boating Improvement	110/220807	56301	262,352.51				
EMS County Award	110/330318	55201	5,478.28	rev 334221			
Drug Abuse Trust Fund	110/410559	53401	217,868.48				
Traffic Infractions Hearing Officer	110/410512	59801	118,604.74				
Domestic Security	110/330459	53401	7,887.59				
Glynn Key Private Donation	110/221002	54601	13,707.89				
Forensic Mental Health	110/290501	51201	1,227.78				
Federal Elections Activity	110/550125	54801	7,937.08				
Hazardous Materials Plan #12CP03012701187	110/330323	55201	9,904.95	rev code 334244			
FORENSIC MENTAL HEALTH	110/290501	51201	1,104.00	3% COLA			
SUPPL NUTRITION ASST PROGRAM	110/320219	51201	1,135.00	3% COLA			
EMP FEDERAL GRANT	110/330409	51201	1,487.00	3% COLA			
			1,256,051.34				

Community Corrections (114)				
Net Income/Loss by Program				
Misdemeanor Probation (290301)				
Revenues:				
Cost of Supervision (348681)	704,667			
Pre-Sentence Investigation (348683)	50			
Pre-Court Supervision (348689)	55			
MP/CCP Urinalysis (349229)	32,714			
Process Servers (359008)	18,600			
Interest (361001)	8,199			
Interest Unrealized G/L (361008)	(6,819)			
Interest other than Invest (361002)	0			
Sale of Equipment (364002)	0			
Misc. Revenue (369001)	20,351			
Prior Year Refund (369004)	0			
Insurance Proceeds (369008)	(1,395)			
Transfer from 001	0			
Reimbursements (369401)	0			
Recovery of Bad Debt	0			
Total Revenues	776,422			
Expenses:				
Personnel	814,913			
Operating	199,147			
Capital	28,155			
Total Expenses	1,042,215			
Net Income/Loss	(265,793)			
Community Confinement (290303)				
Revenues:				
Electric Monitoring (348684)	261,367			
Breath Testing (348687)	18,983			
Community Confinement (349002)	6,144			
Total Revenues	286,495			
Expenses:				
Personnel	119,623			
Operating	133,632			
Capital	0			
Total Expenses	253,255			
Net Income/Loss	33,240			
Pre-Trial Diversion (290306)				
Revenues:				
Pre-Trial Diversion (348680)	259,736			
Expenses:				
Personnel	223,751			
Operating	8,674			
Capital	0			
Total Expenses	232,425			
Net Income/Loss	27,311			
Check Restitution (290302)				
Revenues:				
Check Restitution (348685)	147,389			
Check Restitution Program (337201)	0			
Total Revenues	147,389			
Expenses:				
Personnel	121,098			
Operating	3,243			
Capital	0			
Total Expenses	124,341			
Net Income/Loss	23,048			
Community Service Work (290304)				
Revenues:				
Community Service Work (348686)	198,508			

Community Corrections (114)				
Net Income/Loss by Program				
Expenses:				
Personnel	42,839			
Operating	0			
Capital	0			
Total Expenses	42,839			
Net Income/Loss	155,669			
Work Release (290305)				
Revenues:				
Work Release Waiting List (348688)	800			
Residential Probation (349003)	738,958			
Locker Rental (369925)	10,446			
Total Revenues	750,204			
Expenses:				
Personnel	396,488			
Operating	269,546			
Capital	0			
Transfers for Debt Service	0			
Total Expenses	666,034			
Net Income	84,170			
Total Revenues From Programs	\$2,418,755			
Total Expenses From Programs	2,361,110			
Net Income from all Programs	57,646			
Beginning Fund Balance	\$861,020			
Ending Fund Balance	\$918,666			
Estimated Funding Balance (FRCAST014)	135,507			
Rebudgets	0	New for this year		
Adjustment Needed	783,159			
Total Allocations	\$783,158.74			
Allocations for 2014				
Account Title	Fund/Cost Center	Account	Adjustment	
Regular Salaries	114/290301	51201	22,589	3% COLA
Regular Salaries	114/290302	51201	3,026	3% COLA
Regular Salaries	114/290303	51201	3,095	3% COLA
Regular Salaries	114/290304	51201	1,099	3% COLA
Regular Salaries	114/290305	51201	10,010	3% COLA
				Increased funds needed due to
Regular Salaries	114/290305	51201	10,000	personnel transfer from the Road
Regular Salaries	114/290306	51201	5,375	Prison
Reserves	114/290301	59801	727,965	3% COLA
			783,159	Reserves

2013 Article V Fund																													
COST CENTERS:	410802 25% Legal Aide	410701 25% Law Library	410501 25% Local Options	410514 25% Juvenile Programs	410502 \$3 Teen Court	410505 Court Security	410507 Other ART V Costs	540112 Deputy Training	290206 Criminal Justice	410503 \$1.00 Court Technology	410407 \$0.40 Public Defender	410306 \$0.60 State Attorney	410513 Judicial Network	410517 Walton Tech	410506 Court Administ	110256 Facility \$30 Fee	410515 \$1.00 S-Rosa Technology	410309 \$0.60 S-Rosa S.A.	410412 \$0.40 S-Rosa P.D.	410516 \$1.00 Okaloosa Technology	410310 \$0.60 Okaloosa S.A.	410413 \$0.40 Okaloosa P.D.	410311 State Attorney Comm.	410414 Public Defender Comm.	410312 \$0.60 Walton S.A.	410415 \$0.40 Walton F.D.	410901 Regional Conflict Counsel	TOTAL	
Revenues:																													
Actuals	80,859	80,859	80,859	80,859	79,177			48,375	62,380	257,425	102,970	154,455	0	6,647		798,210	132,477	79,486	52,991	162,809	97,685	65,124				91,413	60,942	2,576,003	
Clerk Adj. to Actual Revenues DTORG																												214,967	
Transfer from General Fund 001	58,188					215,000	12,000								15,950			30,612	20,408	70,053	42,032	28,021		24,258	7,500	(16,847)	(11,231)	332,896	
Regional Conflict Counsel Insurance Proceeds										(2,120)	(707)	(1,413)						(530)	(353)	(177)								5,300	0
Prior Year Refund																												0	
Reimbursements																												0	
PY Interest Adj to FB							45,122																					45,122	
Interest							9,113																					9,113	
Total Revenues	139,047	80,859	80,859	80,859	79,177	215,000	66,235	48,375	62,380	255,305	102,263	153,042	0	6,647	15,950	798,210	182,967	109,745	73,222	232,862	139,717	93,145	24,258	7,500	74,566	49,711	5,300	3,177,200	
Expenses:																													
Expenses:	124,688	62,673	53,041	44,560	62,734	270,639	6,428	18,344	38,538	186,308	62,285	138,665	0	0	5,539	855,000	109,252	84,939	70,763	108,006	144,055	73,557	28,471	4,948	90,100	68,903	5,300	2,717,736	
Total Expenses	124,688	62,673	53,041	44,560	62,734	270,639	6,428	18,344	38,538	186,308	62,285	138,665	0	0	5,539	855,000	109,252	84,939	70,763	108,006	144,055	73,557	28,471	4,948	90,100	68,903	5,300	2,717,736	
Net Income	14,359	18,186	27,818	36,299	16,443	(55,639)	59,807	30,031	23,842	68,996	39,978	14,377	0	6,647	10,411	(56,790)	73,715	24,806	2,459	124,856	(4,338)	19,588	(4,213)	2,552	(15,533)	(19,192)	(0)	459,464	
Beginning Fund Balance	0	(3,827)	326,529	465,969	499,343	167,240	926,777	268,168	236,801	123,371	35,268	127,338	0	35,300	21,310	0	103,923	76,835	58,047	186,205	217,168	134,980	7,717	15,495	127,753	76,185	0	4,233,895	
Ending Fund Balance	0	14,359	354,347	502,268	515,786	125,960	929,794	298,199	260,643	192,368	75,246	141,715	0	41,947	31,721	0	177,638	101,641	60,506	311,061	212,830	154,568	3,504	18,048	112,219	56,993	(0)	4,693,359	
(less) Estimate (Curr Year)			(13,068)		(275,000)	(34,248)				(2,850)								(20,930)	(18,487)		(26,040)	(4,507)			(10,483)	(32,557)		(438,170)	
FUND BALANCE ADJUSTMENT	\$0	\$14,359	\$341,279	\$502,268	\$240,786	\$91,712	\$929,794	\$298,199	\$260,643	\$189,518	\$75,246	\$141,715	\$0	\$41,947	\$31,721	\$0	\$177,638	\$80,711	\$42,019	\$311,061	\$186,790	\$150,061	\$3,504	\$18,048	\$101,736	\$24,436	(\$0)	4,255,189	
New Allocations					Description																								
Aids to Governmental Agencies	115/410701	58101		13,797	Law Library																								
Insurance	115/410701	54501		562	Insurance																								
Reserves	115/410501	59801		339,855	Reserves																								
Salaries	115/410501	51201		1,624	3% COLA																								
Reserves	115/410514	59801		501,315	Reserves																								
Salaries	115/410514	51201		953	3% COLA																								
Reserves	115/410502	59801		230,147	Reserves																								
Salaries	115/410502	51201		1,639	3% COLA																								
Reserves	115/410505	59801		91,712	Reserves																								
Reserves	115/410507	59801		929,792	Reserves																								
Reserves	115/540112	59801		298,199	Reserves																								
Reserves	115/290206	59801		260,243	Reserves																								
Reserves	115/410503	59801		187,294	Reserves																								
Salaries	115/410503	51201		2,224	3% COLA																								
Reserves	115/410407	59801		75,246	Reserves																								
Reserves	115/410306	59801		113,715	Reserves																								
Other Contractual Services	115/410306	53401		6,000	Other Contractual Services																								
Operating Supplies	115/410306	55201		12,000	Operating Supplies																								
Machinery	115/410306	56401		10,000	Lexmark Printer and 8 scanners																								
Salaries	115/410517	51201		41,947	Walton Crt. Tech is only personnel dollars, these fund will be placed back into personnel.																								
Reserves	115/410506	59801		31,721	Reserves																								
Reserves	115/410515	59801		176,604	Reserves																								
Salaries	115/410515	51201		1,034	3% COLA																								
Reserves	115/410309	59801		66,286	Reserves																								
Other Contractual Services	115/410309	53401		4,425	Other Contractual Services																								
Operating Supplies	115/410309	55201		10,000	Operating Supplies																								
Reserves	115/410412	59801		42,019	Reserves																								
Reserves	115/410516	59801		309,683	Reserves																								
Salaries	115/410516	51201		1,378	3% COLA																								
Reserves	115/410310	59801		181,610	Reserves																								
Repairs & Maintenance	115/410310	54601		4,180	Repairs & Maintenance																								
Operating Supplies	115/410310	55201		1,000	Operating Supplies																								
Reserves	115/410413	59801		149,287	Reserves																								
Repairs & Maintenance	115/410413	54601		774	Repairs & Maintenance																								
Reserves	115/410311	59801		3,504	Reserves																								
Reserves	115/410414	59801		18,048	Reserves																								
Reserves	115/410312	59801		87,736	Reserves																								
Other Contractual Services	115/410312	53401		10,000	Other Contractual Services																								
Operating Supplies	115/410312	55201		4,000	Operating Supplies																								
Reserves	115/410415	59801		24,436	Reserves																								
Total New Allocations				4,255,189																									

Fund 116						
	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>	
CURRENT ASSETS	\$92,861	61,601	\$119,513	\$129,445	\$263,961	
CURRENT LIABILITIES	<u>15,878</u>	<u>13,923</u>	<u>8,546</u>	<u>8,213</u>	<u>13,427</u>	
ENDING FB for prvs yr, Begn FB current yr	76,983.00	47,678	110,967	121,232	250,534	
-ESTIMATED FB (budgeted FB in current yr)	<u>0.00</u>	<u>0</u>	<u>0</u>	<u>3,200.00</u>	<u>0.00</u>	
adjustment	76,983.00	47,678	110,967	118,032	250,534	
check:						
REV	\$389,288	269,172	\$298,807	\$252,594	\$484,610	
-EXPS	<u>312,305</u>	<u>298,477</u>	<u>235,518</u>	<u>242,329</u>	<u>356,722</u>	
	76,983.00	-29,305	63,289	10,265	127,887	
+BEGINNING FB	0.00	76,983	47,678	110,967	122,647	
ENDING FB	76,983.00	47,678	110,967	121,232	250,534	
	0.00	0	0	0	0	
New Allocations:						
Account Title	Fund/CC	Account	Adjustment			
Reserves	116/211902	59801	243,156			
Salaries	116/211902	51201	7,378			

Perdido Key Mouse In-Lieu Fee (Fund 117):					
Current Assets	146,719.90				
Current Liabilities	<u>0.00</u>				
Fund Balance	146,719.90				
Less: Original Estimate	0.00				
Adjustment	<u>\$146,719.90</u>				
check:					
revenues	7,692.51				
-exps	<u>0.00</u>				
=wc	7,692.51				
+beginning fb	139,027.39				
	<u>146,719.90</u>				
	0.00				
-Rebudgets	68,500.00				
Adjustment	78,219.90				
		Object			
Department	Cost Center	Code	Title	Adjustment	Description
New Allocations					
NESD	117/220335	55201	Operating Supplies	78,220	Perdido Key Mouse Operating
			Total New Allocations	78,220	

Law Enforcement Trust (121)						
	Current Assets	\$514,564.22				
	Current Liabilities	22,016.69				
	Fund Balance	492,547.53				
	Less: Original Estimate	0.00				
	Adjustment	<u>\$492,547.53</u>				
			Object			
	Department	Cost Center	Code	Title	Adjustment	Description
New Allocations						
	Law Enf Trust Fund	121/540103	53101	Professional Services	30,000	
	Law Enf Trust Fund	121/540103	54101	Communications	5,000	
	Law Enf Trust Fund	121/540103	54601	R & M	58,728	
	Law Enf Trust Fund	121/540103	54801	Promotional	20,820	
	Law Enf Trust Fund	121/540103	54901	Other Current Charges	25,000	
	Law Enf Trust Fund	121/540103	53501	Investigations	60,000	
	Law Enf Trust Fund	121/540103	55201	Operating Supplies	50,000	
	Law Enf Trust Fund	121/540103	56401	Machinery	140,000	
	Law Enf Trust Fund	121/540103	58201	Aids to Private Organizatio	103,000	
				Total New Allocations	492,548	

ESCAMBIA AFFORDABLE HOUSING (124)							
	Current Assets	\$1,653,941					
	Current Liabilities	30,124					
	Fund Balance	1,623,817					
	Less: Original Estimate	1,355,000					
	Adjustment	<u>\$268,817</u>					
	Allocations:			Account:			
	Reserves	124/220406	268,817	59801			
		Total:	<u>\$268,817</u>				

Handicapped Parking (130)					
	Current Assets	\$267,280			
	Current Liabilities	479			
	Fund Balance	266,801			
	Less: Original Estimate	0			
	Adjustment	<u>\$266,801</u>			
Allocations:				Account:	
	1/3 to Handicapped Enforcement Reserves	88,934		59801	
	2/3 for ADA programs Reserves	177,867		59801	
		Total:	<u>\$266,801</u>		

Family Mediation Fund (131)					
	Current Assets	\$112,976.99			
	Current Liabilities	0.00			
	Fund Balance	112,976.99			
	Less: Original Estimate	85,000.00			
	Adjustment	27,977			
Allocations:			Fund/CC	Account:	
	Family Mediation	Reserves	131/410141	59801	27,977
		Total:			\$27,977

Fire Protection Fund (143)					
	Current Assets	\$4,082,345			
	Current Liabilities	363,271			
		3,719,074			
	Revenues	\$12,152,892			
	Expenses	11,024,726			
	Excess/(Deficiency)	1,128,166			
	Fund Balance	2,590,908			
	Reserves for Encumbrances	0			
	Encumbrances	0			
		3,719,074			
		3,719,074			
	13/14 Rebudgets	0			
	FRCast014	764,620			
	Adjustment	2,954,454			
	New Allocations:				
	Account Title	Fund/Cost Center	Account	Adjustment	
	Reserves	143/330206	59801	2,790,819	
	Salaries	143/330206	51201	146,681	
	Salaries	143/330209	51201	16,954	
				2,954,454	

E-911 Operations Fund (145)		REVISED							
	<u>FY 2008</u>	<u>FY 2008</u>	<u>FY2009</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>	
Current Assets	\$1,044,022	\$1,044,022	2,345,269.00	1,104,763.00	1,488,686	1,736,801.88	1,614,120.59	1,559,206.00	
Current Liabilities	38,518	38,518	1,733,939.00	69,333.00	<u>41,629</u>	<u>258,670.70</u>	<u>52,015.44</u>	<u>27,112.00</u>	
Fund Balance	1,005,504	1,005,504	611,330.00	1,035,430.00	1,447,058	1,478,131	1,562,105	1,532,094	
Less: Original Estimate	834,252	0	228,036.00	<u>68,018.00</u>	<u>262,000</u>	<u>17,500</u>	<u>10,223.93</u>	<u>692,261.00</u>	
Adjustment	\$171,252	\$1,005,504	\$383,294	\$967,412	1,185,058	1,460,631	1,551,881	839,833	
Revenues	\$1,568,250	\$1,568,250	2,824,631.00	2,492,826.00	1,712,048	1,472,151.88	1,725,592.57	1,416,378.00	
Expenses	1,173,104	1,173,104	3,218,806.00	<u>2,068,725.00</u>	<u>1,300,421</u>	<u>1,441,078.46</u>	<u>1,641,618.60</u>	<u>1,460,255.00</u>	
Excess/(Deficiency)	395,146	395,146	(394,175)	424,101	411,627	31,073	83,974	-43,877	
Beginning Fund Balance	610,358	610,358	1,005,504.00	611,329.00	1,035,430	1,447,057	1,478,131	1,575,971	
Ending Fund Balance	1,005,504	1,005,504	611,329	1,035,430	1,447,057	1,478,131	1,562,105	1,532,094	
				0.00	1	1	1	0	
REBUDGETS OK									
FY2014	Fund/CC	Account							
E911 Communication	145/330404	59801	Reserves	839,833					
			Total:	839,833					

HUD-CDBG HOUSING REHAB (146)							
	Current Assets	\$87,150					
	Current Liabilities	38,696					
	Fund Balance	48,454					
	Less: Original Estimate	0					
	Adjustment	\$48,454					
New Allocations:	Fund/CC	Account:					
	Reserves	146/220401	59801	48,454			
			Total:	\$48,454			

2013 BALANCE ADJUSTMENT	220516	220515	220520	220517	220519		220521	220518		
	Warrington	Brownsville	Englewood	Palafox	Barrancas	TOTAL	NR	Donations		
	36%	18%	11%	25%	10%	100% x				
Budgeted TIF 13/14	262,500.00	351,433.00	173,674.00	175,402.00	127,250.00	1,090,259.00	x			
Donations								0		
CDBG \$\$							185,000			
Actual TIF 2012/13	267,908.00	106,850.00	71,196.00	143,989.00	71,501.00	661,444.00			(261,138)	
(Less) Admin Proration	(89,635.25)	(45,239.17)	(27,424.52)	(63,240.12)	(25,599.24)	(251,138.30)	(10,000)	0	(261,138)	
(Less) Actual Expense 12/13	(538,613.28)	(420,361.42)	(75,306.61)	(120,098.90)	(66,191.42)	(1,220,571.63)	(231,937)	0	(1,452,509)	
(Less) SBA#066	(11,640.00)	(5,840.00)	(3,561.00)	(8,656.00)	(3,286.00)				(1,713,647)	
Net Income	(371,981)	(364,591)	(35,096)	(48,006)	(23,576)	(810,266)	(56,937)	0		
	220516	220515	220520	220517	220519		220521	220518		
	Warrington	Brownsville	Englewood	Palafox	Barrancas	TOTAL	NR	Donations		
	36%	18%	11%	25%	10%	100%				
Beginning Fund Balance 11	1,918,021	1,100,789	382,264	1,288,129	661,555	5,350,757	437,279	339	5,788,375	
Ending Fund Balance 11	1,581,908	1,021,668	299,424	818,879	500,781	4,222,661	462,104	339	4,685,104	
Beginning Fund Balance 12	1,601,157	1,031,481	305,429	833,598	506,418	4,278,084	462,104	339	4,740,527	
Ending Fund Balance 12	1,343,267	927,787	285,816	858,812	510,029	3,925,711	545,135	339	4,471,185	
Beginning Fund Balance 13	1,359,228	935,795	290,699	870,683	514,536	3,970,942	545,135	339	4,516,416	
Ending Fund Balance 13	987,248	571,204	255,603	822,677	490,960	3,127,693	488,198	339	3,616,230	
Prior Year Interest JE FB	18,358	9,265	5,617	12,952	5,243	51,435				
Interest + Misc Re-apportion.	3,494	1,763	1,069	2,465	998	9,790				
59016	1,009,100	582,233	262,289	838,094	497,201	3,188,917	488,198	339	3,677,454	13 Income Statement
(Minus) Rebudgets		3,805		14,204	11,000	29,009	108,000		137,009	
(Minus) Projected Fund Balance	261,769	132,116	80,090	184,685	74,760	733,420			733,420	
(Minus) Budget Adj.						0				
	747,331	446,313	182,199	639,205	411,442	2,426,488	380,198	339	2,807,025	SBA
3% COLA Adj for CRA Admin	2,427	1,225	743	1,713	693		2,589		870,429	Rebudgets+FB
SBA 1-16-14	744,903	445,087	181,456	637,492	410,748		377,609	339	3,677,454	Income Statement

Southwest Sector CRA (152)					
	Current Assets	\$1,883,179			
	Current Liabilities	0			
	Fund Balance	1,883,179			
	Less: Original Estimate	0			
	Adjustment	\$1,883,179			
	Revenues	\$4,178			
	Expenses	326,533			
	Excess/(Deficiency)	(322,354)			
	Beginning Fund Balance	2,205,533			
	Ending Fund Balance	1,883,179			
	Minus Rebudgets	3,475,952.45			
	SBA Adj.	(1,592,773.82)			
	Grant Balance:				
	Blue Angel 334419	256,764			
	Sorrento 334440	1,173,537			
	Perdido Key 334447	164,057			
	Total:	1,594,358			
	Re-Budgets:				
	Improvements other than Buildings	56301	152/110269	848,435.00	Southwest Sector CRA
	Improvements other than Buildings	56301	152/210507	790.00	Sorento Trip Program
	Improvements other than Buildings	56301	152/210508	22,891.00	Blue Angel Trip Program
	Improvements other than Buildings	56301	152/110269	1,162,036.73	Southwest Sector CRA
	Improvements other than Buildings	56301	152/210507	1,185,036.59	Sorento Trip Program
	Improvements other than Buildings	56301	152/210508	256,763.13	Blue Angel Trip Program
	Total:			3,475,952.45	
New Allocations					
	Southwest Sector CRA	110269	56301	Improvements Other Than Buildings	1,584
				Total New Allocations	1,584

[illegible]

FUND 177 FUND BALANCE CALCULATION						
	<u>FY09</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>
CURRENT ASSETS	256,626.00	282,707.84	492,894.32	723,799.08	859,607.38	951,235.00
CURRENT LIABILITIES	<u>63,867.00</u>	<u>27,708.59</u>	<u>372,508.96</u>	<u>338,766.34</u>	<u>310,651.68</u>	<u>745,527.00</u>
FB	192,759.00	254,999.25	120,385.36	385,032.74	548,955.70	205,708.00
-ESTIMATED FB (budgeted FB in current yr)	<u>10,000.00</u>	<u>17,449.48</u>	<u>10,000.00</u>	<u>10,002.00</u>	<u>48,762.00</u>	<u>48,571.00</u>
adjust	182,759.00	237,549.77	110,385.36	375,030.74	500,193.70	157,137.00
check:						
REV	548,775.00	603,720.55	761,691.87	841,962.38	802,164.87	834,071.00
-EXPS	<u>533,187.00</u>	<u>541,480.30</u>	<u>896,305.76</u>	<u>577,315.00</u>	<u>638,241.91</u>	<u>1,186,688.00</u>
	15,588.00	62,240.25	(134,613.89)	264,647.38	163,922.96	(352,617.00)
+BEGINNING FB (ending FB from prvs yr)	177,169.00	192,759.00	254,999.25	120,385.36	385,032.74	558,325.00
ENDING FB	192,757.00	254,999.25	120,385.36	385,032.74	548,955.70	205,708.00
	2.00	0.00	0.00	(0.00)	0.00	0.00
MSBU	Reserves	177/140572	59801		157,137.00	
			Total New Allocations		157,137	
<u>FY2014 Allocation:</u>		<u>Cost Center</u>	<u>Code</u>	<u>Title</u>	<u>Adjustment</u>	
	Innerarity Debt Svc	140963	59801	Reserves	(1,902)	take from 363299
	MSBU Reserves	140572	59801	Reserves	157,137	

FUND 181		FY2009	FY2010	FY2011	FY2012	FY2013	FY2014													
Current Assets		\$1,828,615	1,690,526	1,432,866	1,032,666	897,463	785,170													
Current Liabilities		29,918	30,778	44,540	38,513	36,441	15,356													
Fund Balance		1,798,697	1,659,748	1,388,327	994,153	861,023	769,813													
Less: Original Estimate		1,687,302	27,733	0	0	0	0													
Adjustment		\$111,395	\$1,632,015	\$1,388,327	\$994,153	\$861,023	\$769,813													
Revenues		\$242,071	\$83,344	\$79,209	\$123,972	\$76,340	\$96,342													
Expenses		145,268	222,294	350,630	518,145	209,470	197,361													
Excess/(Deficiency)		96,803	(138,950)	(271,421)	(394,174)	(133,130)	(101,019)													
Beginning Fund Balance		1,701,894	1,798,697	1,659,747	1,388,326	994,153	870,832													
Ending Fund Balance		1,798,697	1,659,747	1,388,326	994,153	861,022	769,813													
		0	1	0	0	0	0													
Master Drainage Basin Funds (181)																				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
		210719	210720	210721	210722	210723	210724	210725	210726	210727	210728	210729	210730	210731	210732	210733	210734	210735	210736	Total
Master Drainage Basin Fees		446.50	131.25	210.00	131.25	466.45	13,357.52	19,345.28	8,881.53	2,041.43	1,128.47	1,295.54	8,350.10	32,645.23	1,417.55	761.25	3,091.90	364.38	541.89	94,608
Interest		8.19	2.41	3.85	2.41	8.55	244.92	354.72	162.85	37.43	20.69	23.76	153.11	598.59	25.99	13.96	56.69	6.68	9.94	1,735
PY Interest Adjustment		46.30	13.61	21.77	13.61	48.36	1,384.97	2,005.80	920.88	211.66	117.00	134.33	865.77	3,384.80	146.98	78.93	320.58	37.78	56.19	9,809
Insurance Proceeds		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
Reimbursements		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
Total Revenues		500.98	147.27	235.62	147.27	523.37	14,987.41	21,705.80	9,965.26	2,290.53	1,266.17	1,453.62	9,368.98	36,628.61	1,590.52	854.14	3,469.17	408.84	608.01	106,152
Expenses		173.37	350.45	511.04	363.91	809.33	25,767.94	106,197.81	16,288.51	929.32	25,588.01	1,221.16	2,266.84	13,990.34	258.52	715.37	1,513.13	221.50	194.32	197,361
Net Income		327.61	(203.18)	(275.42)	(216.64)	(285.96)	(10,780.53)	(84,492.01)	(6,323.25)	1,361.21	(24,321.84)	232.46	7,102.14	22,638.27	1,332.00	138.77	1,956.04	187.34	413.69	(91,209.30)
Beginning Fund Balance		6,966.03	14,230.44	22,002.59	15,448.35	33,881.33	83,538.70	158,065.24	34,160.15	35,190.30	191,914.13	2,590.77	5,077.61	145,206.93	10,068.43	28,822.51	56,859.16	9,116.53	7,882.99	861,022
Ending Fund Balance		7,293.64	14,027.25	21,727.18	15,231.71	33,595.36	72,758.17	73,573.23	27,836.90	36,551.50	167,592.29	2,823.23	12,179.76	167,845.20	11,400.43	28,961.28	58,815.21	9,303.87	8,296.69	769,813
Less: Original Estimate		6,983.00	14,211.00	21,610.00	15,226.00	33,546.00	92,706.52	56,037.00	24,521.00	35,922.00	152,970.00	2,224.00	6,136.00	138,816.00	114,216.00	0.00	0.00	0.00	0.00	715,125
Adjustment		\$311	(\$184)	\$117	\$6	\$49	(\$19,948)	\$17,536	\$3,316	\$630	\$14,622	\$599	\$6,044	\$29,029	(\$102,816)	\$28,961	\$58,815	\$9,304	\$8,297	\$54,688
Current Assets																				
Current Liabilities																				
Fund Balance																				
New Allocations:				Description																
Improvements Other than Buildings	181/210719	56301	311	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210720	56301	(184)	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210721	56301	117	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210722	56301	6	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210723	56301	49	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210724	56301	(19,948)	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210725	56301	17,536	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210726	56301	3,316	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210727	56301	630	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210728	56301	14,622	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210729	56301	599	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210730	56301	6,044	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210731	56301	29,029	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210732	56301	(102,816)	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210733	56301	28,961	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210734	56301	58,815	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210735	56301	9,304	Placing funds into the proper account for Drainage improvements.																
Improvements Other than Buildings	181/210736	56301	8,297	Placing funds into the proper account for Drainage improvements.																
Total New Allocations			54,688																	

FTA Capital Project Funds (320)							
	2009 FTA	2008 FTA	2012 FTA	2010 FTA	2011 FTA	2013 FTA	2013 FTA
Cost Center	320410	320411	320417	320415	320416	320418	320419
Revenue	331454	331450	331460	331455	331459	331462	331464
EOY Bal 13	1,440,820	1	871,431	626,290	339,156	441,005	40,000
Budget14	1,413,733	268	871,431	672,230	428,529	441,005	40,000
SBA	27,087	(267)	-	(45,940)	(89,373)	-	(108,493)
Allocations for 2014							
Account Title	Fund/Cost Center	Account	Adjustment	Grant	Description		
Machinery & Equipment	320/320410	56401	27,087	2009 FTA	Allocation of Grant Balance		
Improvements Other than Bldgs	320/320411	56401	(267)	2008 FTA	Allocation of Grant Balance		
Support Facility Repairs	320/320415	54607	(45,940)	2010 FTA	Allocation of Grant Balance		
Support Facility Repairs	320/320416	54607	(89,373)	2011 FTA	Allocation of Grant Balance		
Adjustment Total			(108,493)				

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Solid Waste Fund (401)							
		<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>		<u>FY2014</u>
CURRENT ASSETS							
cash	2,625.00	2,625.00	2,625.00	2,625.00		2,625.00	
equity in pooled cash	12,104,608.41	16,764,075.71	15,851,827.54	16,144,148.99		13,976,913.00	
acct recv	695,413.65	1,091,297.74	1,424,751.93	1,728,798.66		1,374,127.00	
	12,802,647.06	17,857,998.45	17,279,204.47	17,875,572.65		15,353,665.00	
CURRENT LIABILITIES							
compensated absences--current						49,359	
vouchers payable	1,484,349.24	1,352,923.70	513,001.58	2,244,132.89		224,749.00	
contracts payable	3,306.47	165,870.60	297,436.93	238,812.65		28,771.00	
DTOG	944.52	14,355.76	0.00	0.00		216.00	
wages payable	149,749.49	156,151.70	71,530.75	71,653.31		76,325.00	
customer deposits	100,569.66	105,504.56	111,014.82	149,652.17		97,096.00	
deferred rev	2,022.41	2,022.41	2,022.41	2,022.41		2,022.00	
capital leases		258,812.74	0.00	0.00		0.00	
landfill closure	105,398.00	356,609.64	396,422.63	462,765.32		317,301.00	
	1,846,339.79	2,412,251.11	1,391,429.12	3,169,038.75		795,839.00	
ENDING FB	10,956,307.27	15,445,747.34	15,887,775.35	14,706,533.90		14,557,826.00	
Less: original FB est and rebudgets	4,607,678.00	7,114,310.32	13,630,757.00	5,813,382.75		2,605,484.00	
Adjustment before landfill closure	6,348,629.27	8,331,437.02	2,257,018.35	8,893,151.15		11,952,342.00	
minus landfill closure	6,841,990.17	5,289,148.04	5,568,246.35	5,901,856.85		6,479,966.00	
Final Adjustment	(493,361)	3,042,288.98	(3,311,228.00)	2,991,294.30		5,472,376.00	
check:							
REVs	10,161,826.88	19,123,216.14	14,762,507.93	11,545,348.33		12,135,685.00	
-EXPs	11,210,619	12,129,358	12,005,724.93	10,069,626		10,241,603	
	(1,048,791.67)	6,993,858.44	2,756,783.00	1,475,722.18		1,894,082.00	
Fixed Assets - depreciation	34,656,072.43	36,585,139.94	38,307,664.64	39,736,977.39		41,880,739.00	
Long Term Liab	15,803,611.72	13,044,261.24	13,366,710.71	13,077,952.40		13,960,914.00	
advance from F501	5,470,000.00	4,688,571.43	3,907,142.86	3,125,714.29		2,344,286.00	
Res for Enc-Contracts	4,932,677.89	4,256,901.12		0.00		0.00	
Total Contributed Capital	0.00	0.00		0.00		0.00	
Fund Balance	20,454,881.76	23,047,294.86	34,164,803.42	36,764,122.42		38,239,283.00	
Working Capital	10,956,307.27	15,445,747.15	15,887,775.35	14,706,533.90		14,557,826.00	
check	0.00	0.19	(0.00)	0.00		0.00	
FY2014:							
Department	Fund	Cost Center	Title	PO	Account		
Solid Waste	401	230310	Provision Closure-LT Care		54998	300,000.00	
Solid Waste	401	230310	Reserves		59801	5,112,412.00	Reserves
Solid Waste	401	230301	Salaries		51201	16,105.00	3% COLA
Solid Waste	401	230304	Salaries		51201	6,763.00	3% COLA
Solid Waste	401	230306	Salaries		51201	8,798.00	3% COLA
Solid Waste	401	230307	Salaries		51201	5,175.00	3% COLA
Solid Waste	401	230314	Salaries		51201	23,123.00	3% COLA
						5,472,376.00	

Building Inspections Fund (406)			
Current Assets	FY2014	FY2013	
Cash on Hand	700.00	700.00	
Equity in Pooled Cash	2,714,387.05	2,592,418.36	
Accounts Rec	-	-	
Allow A/R	491.36	0.00	
Total Current Assets	2,715,578.41	2,593,118.36	
Current Liabilities			
Vouchers Pay	13,326.92	4,835.22	
DTOG	6,150.00	-	
Wages Pay	59,391.41	69,177.67	
Current Deposits	255,718.77	271,729.72	
Total Current Liabilities	334,587.10	345,742.61	
Working Capital (CA-CL)	2,380,991.31	2,247,375.75	x
Estimate (FRCAS014)	419,892.00	473,196.00	
Adjustment Needed	1,961,099.31	1,774,179.75	
Check			
Revenues	2,109,634.82	2,007,387.51	
Expenses	1,876,077.47	2,284,674.96	
Net Income	233,557.35	(277,287.45)	
Fixed Assets	18,360.19	13,774.59	
Long Term Liab	396,115.74	519,807.20	
Contributed Capital	0.00	0.00	
Fund Balance	1,769,678.41	2,018,630.59	
Working Capital	2,380,991.31	2,247,375.75	x
Allocations for 2014			
Account Title	Fund/Cost Center	Account	Amount
Reserves	406/250111	59801	1,790,908
Machinery	406/250111	56401	125,620
Salaries	406/250101	51201	11,345
Salaries	406/250107	51201	6,013
Salaries	406/250108	51201	7,196
Salaries	406/250109	51201	5,071
Salaries	406/250111	51201	6,377
Salaries	406/250115	51201	4,228
Salaries	406/250118	51201	4,341
			1,961,099

EMS Fund (408)							
	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
Current Assets							
Cash on Hand	300.00	300.00	300.00	300	300.00	300.00	300.00
Equity in Pooled Cash	637,712.99	497,240.00	2,610,687.40	6,315,970	9,842,799.77	10,948,919.89	12,915,385.00
Accounts Rec	2,966,172.29	2,930,352.00	9,386,682.20	5,278,718	4,225,455.69	4,909,328.33	3,582,716.00
DFOG	0.00	0.00	(6,356,893.24)	0.00			
Inventory	<u>142,057.30</u>	<u>166,563.00</u>	<u>172,855.60</u>	<u>158,386</u>	<u>201,281.98</u>	<u>179,355.96</u>	<u>195,235.00</u>
Total Current Assets	3,746,242.58	3,594,455.00	5,813,632	11,753,374	14,269,837	16,037,904	16,693,636
Current Liabilities							
Vouchers Payable	64,151.14	48,040.00	29,195.96	45,480	52,471.70	38,993.20	48,214.00
DTOG	6,088.91	2,951.00	5,730.37	396	172.03	1,995.18	237.00
Compensated Absences	16,870.31	0.00	0.00	24,439	582.22	0.00	44,896.00
Wages Pay	<u>242,304.17</u>	<u>396,298.00</u>	<u>435,962.36</u>	502,973	206,041.76	233,223.39	247,279.00
capital leases				25,053	0.00	0.00	0.00
Total Current Liabilities	329,414.53	447,289.00	470,889	598,341	259,268	274,212	340,626
Working Capital	3,416,828.05	3,147,166.00	5,342,743.27	11,155,033	14,010,570	15,763,692	16,353,010
Estimate	<u>506,100.00</u>	<u>1,733,544.00</u>	<u>0.00</u>	<u>135,294</u>	<u>17,500</u>	<u>222,950.18</u>	<u>1,765,996.00</u>
Adjustment Needed	2,910,728.05	1,413,622.00	5,342,743	11,019,739	13,993,070	15,540,742	14,587,014
Check:							
Revenues	14,089,043.10	15,425,234.00	16,564,832.02	20,260,521	16,166,358.03	10,967,292.41	13,007,998.00
Expenses	<u>14,929,554.12</u>	<u>14,890,336.00</u>	<u>14,039,517.31</u>	<u>14,067,512</u>	<u>12,965,024.47</u>	<u>9,235,918.65</u>	<u>9,734,891.00</u>
Net Income	(840,511.02)	534,898.00	2,525,315	6,193,008	3,201,334	1,731,374	3,273,107
Fixed Assets	5,533,352.65	6,376,325.00	7,106,142.92	7,587,353	7,368,799.77	7,198,812.75	8,468,890.00
Accum Dep'n	3,850,422.69	3,875,822.00	4,439,754.56	4,985,425	4,800,788.11	5,127,026.12	5,513,390.00
Long Term Liabilities	664,278.15	677,291.00	659,127.73	507,318	483,766.77	430,097.66	404,059.00
Contributed Capital	5,650,778.16	5,650,777.00	0.00	0	0.00	0.00	0.00
Fund Balance	<u>(374,787.28)</u>	<u>(1,215,298.00)</u>	<u>4,824,689.19</u>	<u>7,056,635</u>	<u>12,893,481.06</u>	<u>15,674,007.62</u>	<u>15,631,344.00</u>
	3,416,828.05	3,147,165.00	5,342,743	11,155,033	14,010,570	15,763,692	16,353,010
	0.00	1.00	0.00	0	0	0	0
FY2014			<u>calculated adjustment</u>	<u>-minus 2/3 uncollectible A/R</u>	<u>adjustment to be recognized</u>	<u>allocation</u>	
Reserves	408/330302	59801	14,587,014	2,364,593	12,222,421	12,074,639	Reserves
Salaries	408/330302	51201				136,216	3% COLA
Salaries	408/330603	51201				11,566	3% COLA
						12,222,421	

Civic Center Fund (409)					
	Bay Center	County			
	<u>FY2014</u>	<u>FY2014</u>	<u>FY2013</u>	<u>FY2012</u>	<u>FY2011</u>
Current Assets					
Cash In Bank	275,935.65	-	-	-	339,538.20
Cash on Hand	27,200.04	-	-	-	27,214.32
Equity in Pooled Cash	-	877,973.23	1,252,951.75	1,149,955.44	579,800.66
Accounts Rec	152,505.83	-	65,761.66	171,494.06	100,843.63
Prepaid Items	4,502.04	-	58,530.43	80,772.99	87,962.39
Inventory	47,352.16	-	53,469.75	46,923.76	68,125.98
Total Current Assets	507,495.72	877,973.23	1,430,713.59	1,449,146.25	1,203,485.18
Current Liabilities					
Vouchers Pay	574,373.18	-	16,920.00	631,475.47	938,141.91
Accrued Sales Tax	16,781.94	-	32,179.79	4,850.04	21,709.17
Deferred Revenue	181,762.13	-	305,115.88	225,802.65	154,554.81
Contracts Payable	-	18,703.22			
Current Liabilities	-	-	-	-	-
Total Current Liabilities	772,917.25	18,703.22	354,215.67	862,128.16	1,114,405.89
Working Capital	(265,421.53)	859,270.01	1,076,497.92	587,018.09	89,079.29
Estimate			-	-	-
Adjustment Needed	(265,421.53)	859,270.01	1,076,497.92	587,018.09	89,079.29
		593,848			
Check:					
Revenues		5,368,908.67	6,572,218.71	6,330,343.91	6,591,134.35
Expenses		6,582,557.13	7,057,373.96	6,546,504.40	7,506,851.31
Net Income		(1,213,648.46)	(485,155.25)	(216,160.49)	(915,716.96)
Fixed Assets		7,646,911.77	8,876,832.41	9,263,711.02	9,879,329.14
Long Term Liabilities		312,580.00	207,760.00	237,440.00	267,120.00
Reserve for Enc		-	-	-	-
Contributed Capital		-	-	-	-
Fund Balance		9,141,828.69	9,613,289.11	9,829,449.60	10,617,005.39
		593,848	459,061.45	587,018.09	89,079.29
Subtract Re-Budgets		48,633.70	344,567.68		
Final Adj to FB:		545,214.76	114,493.77		
New Allocations:					
Account Title			Fund/Cost Center	Account	Amount
Reserves			409/360401	59801	176,215
Promotional Activities			409/360401	54801	369,000
					545,215

Internal Service Fund (501)					
	Fund Balance	650,000			
	Less: Original Estimate	0			
	BC/BS Grant Balance	2,542			
	Adjustment	\$652,542			
New Allocations:			Account:	Amount:	
	Reserves	501/140836	59801	363,195	Reserves
	Other Contractual Services	501/140836	53401	235,519	Insurance Premiums
	Salaries	501/140833	51201	8,499	3% COLA
	Salaries	501/150107	51201	5,019	3% COLA
	Professional Services	501/150108	53101	9,174	Employee Clinic
	Other Contractual Services	501/150108	53401	5,367	Employee Clinic
	Communications	501/150108	54101	2,670	Employee Clinic
	Utilities	501/150108	54301	9,683	Employee Clinic
	Operating Supplies	501/150108	55201	2,451	Employee Clinic
	Reserves	501/150111	59801	2,542	BC/BS Grant Balance
	Salaries	501/210407	51201	2,463	3% COLA
	Salaries	501/310205	51201	5,960	3% COLA
		Total:		652,542	



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5582

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 01/16/2014

Issue: 5:34 p.m. Public Hearing Concerning Amending the Noise Ordinance

From: Kerra Smith, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting an amended Noise Ordinance, Chapter 42, Article III, Sections 42-63 and 42-67, of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt an Ordinance amending the Noise Ordinance, Chapter 42, Article III, Sections 42-63 and 42-67, of the Escambia County Code of Ordinances, to define the Core Area of Santa Rosa Island (Pensacola Beach), and establish separate noise restrictions for the commercial and residential areas of Santa Rosa Island.

BACKGROUND:

At its January 2, 2014 meeting, the Board approved setting the public hearing for consideration of adopting an amendment to the Noise Ordinance that would define the Core Area of Santa Rosa Island (Pensacola Beach), and establish separate noise restrictions for the commercial and residential areas of Santa Rosa Island.

At its July 25, 2013 meeting, the Board adopted an Ordinance amending the Noise Ordinance to establish findings regarding the unique nature of Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the County, and retaining decibel-based noise regulations in these areas. The Board requested that the Santa Rosa Island Authority evaluate the single-family residential areas of the island and make a recommendation to the Board if it desired additional amendments.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance was drafted by Assistant County Attorney, Kerra A. Smith. The ordinance was advertised in the Saturday edition of the Pensacola News Journal on January 4, 2014.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The ordinance will be distributed to the Escambia County Sheriff's Office, the State Attorney's Office, and any other relevant agencies.

Attachments

Amended Noise Ordinance

ORDINANCE 2014-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 42, ARTICLE III, SECTIONS 42-63 AND 42-67 OF THE CODE OF ORDINANCES; DEFINING THE CORE AREA OF SANTA ROSA ISLAND; MODIFYING LEGISLATIVE FINDINGS AND NOISE RESTRICTIONS ON SANTA ROSA ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has the authority to provide for noise abatement regulations pursuant to Fla. Const. Art. II, Section 7, which provides that adequate provisions shall be made by law for the abatement of excessive and unnecessary noise, and under the home rule power of Escambia County, Florida, specifically §125.01(1), Fla. Stat.; and

WHEREAS, the County has determined that noise beyond a certain defined decibel readings can be injurious to the health, safety, welfare, tranquility, and peace of the public; and,

WHEREAS, Santa Rosa Island of Escambia County is unique in both usage and geography; and,

WHEREAS, the Escambia County Board of County Commissioners has determined that providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential better ensures the health, safety, welfare, tranquility, and peace of the public;

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

SECTION 1. Chapter 42, Article III, Sections 42-63 and 42-67 of the Escambia County Code of Ordinances are hereby amended as follows:

Sec. 42-63. - Definitions.

As used in this article, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

County administrator means the county administrator of Escambia County or the county administrator's designee.

dbA's means decibels shown in a reading made on a decibel A scale.

Decibel (dB) means a unit for measuring the volume of a sound equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

Emergency work means any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by private or public utilities when restoring utility service.

Noise sensitive area includes, but is not limited to, a posted area where a school, hospital, nursing home, church, court, public library, or similar institution is located.

Person means any individual, firm, association, partnership, joint venture, or corporation.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a government entity.

Public space means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

Residential area means any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of Escambia County's zoning ordinance.

Sound level meter means an instrument used for measurement of the intensity of sound and accurately calibrated in decibels. Readings shall be made on a dbA scale.

The Core Area of Santa Rosa Island means the predominately commercial district of Pensacola Beach more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the waters edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said waters edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly waters edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said waters edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the

Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the waters edge of the Gulf of Mexico; thence Southwesterly along said waters edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly waters edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the waters edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:

- D. On Santa Rosa Island there exist two distinct geographic areas: (1) The Core Area of Santa Rosa Island is a geographic area of Pensacola Beach that is comprised of predominantly commercial businesses particularly restaurants, bars, and entertainment venues providing a variety of musical entertainment; and, (2) the remainder of Santa Rosa Island outside of the Core Area, which is almost exclusively comprised of private residences. The barrier islands are surrounded by water and have unique geographical features such as limited topography and vegetation.
- E. The barrier islands are surrounded by water and have unique geographical features such as limited topography and vegetation. The combination of these factors creates situations where continuing conflicts over noise are likely and therefore an objective decibel-based regulation is more appropriate than an unreasonableness standard.
- F. The combination of these factors creates situations where continuing conflicts over noise are likely and therefore an objective decibel-based regulation is more appropriate than an unreasonableness standard.

Recognizing these findings with regards to Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the county, the provisions of sections 42-64 and 42-65 shall not apply to these geographic areas. For these geographic areas, the following standards shall apply:

- (a) *Santa Rosa Island (Pensacola Beach):* In no event shall a person operate or cause to be operated or create any source of sound in the Core Area of Santa Rosa Island in such a manner so as to create a sound level which exceeds 70 dbA's (sound level measurement) when measured by a sound level meter at or within the property boundary of the receiving land use. On the remainder of Santa Rosa Island, outside the Core Area, in no event shall a person operate or cause to be operated or create any source of sound in such a manner as to create a sound level which exceeds 65 dbA's (sound level measurement) between the hours of 7:00AM and 10:00PM, and which exceeds 55 dbA's (sound level measurement) between the hours of 10:00PM and 7:00AM when measured by a sound level meter at or within the property boundary of the receiving land use.
- (b) *Perdido Key:* In no event shall a person operate or cause to be operated or create any source of sound in such a manner so as to create a sound level which exceeds an average of 70 dbA (sound level measurement) when measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately at equal intervals. Those sound readings shall be taken at or within the property boundary of the receiving land use. With regards to sound measurements of live music performances, when possible,

none of the four readings shall be taken during a break, intermission or other period when no music is emanating from the sound equipment.

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 be codified as required by Section 125.68, Fla. Stat. (2012); 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 4. EFFECTIVE DATE.

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

DONE AND ENACTED THIS _____ DAY OF _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Enacted: _____

Deputy Clerk

Filed with Department of State: _____

(Seal)

Effective: _____

This document approved as to form
and legal sufficiency

By [Signature]
Title Assistant County Attorney
Date 6/6/2014



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-5598

13.

BCC Regular Meeting

Meeting Date: 01/16/2014

Issue: Committee of the Whole Recommendation

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held January 9, 2014, recommends that the Board take the following action:

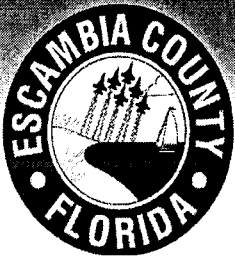
A. Schedule the morning of January 30, 2014, for one-on-one interviews between the Commissioners and each of the five finalists for the County Administrator position, schedule a Special Board Meeting on January 30, 2014, at 1:00 p.m., for interviews with the full Board, and schedule a second Special Board Meeting on January 31, 2014, at 9:00 a.m., which will be canceled if a final decision is reached on January 30, 2014 (Item 3); and

B. Authorize staff to assist Target Zero with scheduling a community education forum on February 10, 2014, at a County facility, which will precede the "Just One Day" adoption event to be held at the Animal Shelter on February 11, 2014, and to present an evaluation to the Board at a later date, relative to discussion concerning *Animal Services - Participation with Target Zero Institute* (Item 4).

Attachments

County Administrator Finalists

Target Zero Institute



Backup
#3
CW: 01-09-2014

Board of County Commissioners • Escambia County, Florida

Human Resources Department

MEMORANDUM

TO: Board of County Commissioners
FROM: Human Resources Department
DATE: January 8, 2014
RE: County Administrator Selection Committee

The following five candidates were selected by the County Administrator Selection Committee:

Jack Brown

Ted Lakey

Albert Penska

William Reynolds

John Weaver

Jack R. Brown
118 Worley Way
Perry, FL 32347
June 21, 2013

Escambia County Board of County Commissioners
Re: County Administrator Search
P.O. Box 1591
Pensacola, FL 32597-1591

Dear Board Members:

I am writing in response to your ongoing search for a new county administrator. I have followed Escambia County for the past year and have watched as you have grappled with diverse issues including economic development, tourism, negotiations to take over the jail, transportation, library services, animal control, recycling, and the RESTORE Act to name a few. I believe that I uniquely match the skill set and qualities that you are seeking.

As you'll see on my enclosed resume, my professional experience, track record, and educational background as a successful and respected Florida, coastal county administrator closely aligns with the skill set that you are advertising for. In addition, as a former Florida county commissioner, retired military officer and strategic planner, I believe I have a unique skill set that will prove invaluable in your efforts to continue to enhance the quality of life and services for all residents of Escambia County.

I am an energetic, collaborative, accomplished professional who is detailed oriented with a reputation for building effective diverse teams. I possess strong interpersonal, planning and organizational skills.

I am excited about meeting each of you and the prospect of working with you and your staff to continue making Escambia County the best place to live and play in the nation. I am available at your convenience, during or outside of normal business hours.

Sincerely,

Jack R. Brown
County Administrator
Taylor County

Enclosure:
- Resume

RESUME OF JACK R. BROWN

118 Worley Way, Perry, FL 32347

Phone: (850) 838-6799

Email jrb.escambia@gmail.com

A strategically focused, challenge-driven, collaborative, civic and community leader, natural and persuasive communicator, recognized by colleagues, the public, and commissioners for the ability to energize and inspire individuals and divergent groups to work toward achieving common goals.

RELEVANT AREAS OF EXPERTISE

- **Energetic and competent professional** - over 14 years of experience in Florida local government as a County Manager/Administrator or County Commissioner, has a detailed working knowledge of Florida statutes, administrative rules, Attorney General's Opinions, Growth Management, the RESTORE Act, the Florida Sunshine Law, Florida Public Record's Laws, Human Resource Laws, Florida finance structure and laws for Florida Countys. Additionally has forged a strong working relationship with commissioners, staff, employees, the various diverse segments of the county, as well as federal, state, and local elected officials and agencies.
- **Multifaceted leader** – Retired after serving as the Chief of NATO War Plans for the United States Army V Corps. Since retiring from the Army served in a wide range of positions, including: Director of Human Resources, County Manager, General Manager for RDS Manufacturing Company, Associate Director of the Florida Center for Reading Research at Florida State University and as County Administrator.
- **Strategically focused leadership** – Professionally trained, tried, and tested strategic planner and practitioner. Recognized for superior strategic planning and execution by the United States Army, Florida State University, the State of Florida, and the local community.
- **Ability to handle stress**, undaunted by pressure or personal attacks or attacks upon the organization, extremely resilient under duress, displays the ability to handle a myriad of complex, time sensitive often conflicting tasks in a highly visible, time sensitive, resource constrained environment.
- **Moral and principled based leader and manager**, Rock solid morally and ethically, impeccable personal and professional ethical standards, regardless of the forum, pressure, or personal cost. Mentors subordinates and requires ethics training for entire workforce and as a critical performance measure on all evaluations.
- **Experienced and successful practitioner of Florida county government operations**, including public safety in a coastal community, emergency management, economic development, customer service, public relations and communications, human resources, jail operations, drafting resolutions and ordinances, public works, growth management, knowledge-based systems, union negotiations and relations, budget preparation, forecasting, management and analysis, airport, capital projects management, and grant writing, management, monitoring.
- **Skilled Communicator** – conducted hundreds of briefings, workshops, and presentations for audiences, including congressional delegations, foreign dignitaries, state, national and international agencies, county commissions, civic groups, and associations. Strong interpersonal skills, presents the unvarnished facts, candid, yet tactful without rendering offense.
- **Negotiation experience** – Credited by U.S. Army V Corps for conducting the analysis and drafting the based document that was used to frame the Dayton Peace Accord for Bosnia. Trained in conflict resolution and negotiation tactics, negotiated several contracts with International Association of Electrical Works (IBEW) and the International Association of Fire Fighters (IAFF). We conducted impact negotiations with the IAFF in which the county was successful. Developed and maintain outstanding relations with all county commissioners, constitutional officers, community leaders, as well as municipalities, state agencies, and peers.
- **Fiscal Expertise** – Managed state and federal grants totaling over \$50 million dollars, and county budgets of equal amounts with consecutive unqualified opinions and the last four years without any findings. During the economic downturn, we made a bold move to purchase critical property for access to the gulf while at record prices, which serves as an economic engine for the community of Steinhatchee.
- **Growth Management** – Played a major role in creating a fifty-year vision plan for our community (Taylor County Vision 2060), which was adopted into our comprehensive plan along with a new economic development element based on the vision winning state and national planning awards.

CONTINUED ...

EDUCATION

<u>Institution</u>	<u>Dates</u>	<u>Course of Study</u>	<u>Degree</u>
University of Florida	1975-1978	Business Education	BS
Florida Institute of Technology	1986-1989	Business Administration	MSBA
U.S. Naval War College Command & Staff	1993-1994	National Security/Strategy	MA
U.S. Army Advance School of Military Studies	1994-1995	Operational & Strategic Planning	MMA

PROFESSIONAL EXPERIENCE

COUNTY ADMINISTRATOR - TAYLOR COUNTY, FL

JAN 2007 - CURRENT

Serves under the direction of the Board of County Commissioners in accordance with Florida Statute Section 125.70, as the county's chief executive officer, responsible for the day-to-day operations of the county and to carry out all decisions, policies, ordinances, and motions made by the Board thoroughly and efficiently, drafting a recommended county annual operating budget for the board, capital improvement plan, responsible budget forecasting, management, and analysis, all union negotiations with the International Brotherhood of Electrical Workers (IBEW) and the International Association of Fire- (IAFF), recruitment, hiring, discipline, terminations, other human resource functions, growth management, engineering, public safety, public works, environmental services, information and knowledge services, technology and informational systems, county extension services, recreation, strategic and operational planning, facilities management, provides oversight of preparation of agendas, prepares Board workshops, provides liaison with other local officials and governments, state and federal delegation and agencies, community groups and assists county commissioners in resolving constituent issues.

ACHIEVEMENTS:

- Forged private-public partnerships to foster Taylor County's Vision 2060, considered by many including the Department Economic Opportunity (DEO) as a blueprint worthy of emulation by other communities that provides a strategic blueprint for enhancing our future quality of life focusing on economic development, marketing, shaped and controlled growth, and sites and infrastructure planning and development. The Plan received awards from both the State of Florida and the American Planners Association, Florida Chapter.
- Requested as a guest speaker on panels and to give presentations at state conferences on a regular basis.
- Recognized as one of the most successful counties per capita in the state for acquiring grant dollars and grant management.
- Partnered with the University of Florida Sea Grant Technical Assistance program to conduct an economic impact study to provide empirical data to support our coastal grant submissions and to provide clarity for our vision for our coastline.
- Defined new methodologies and developed tools to provide better tracking and feedback regarding citizens and commissioner's request and the final resolution.
- Selected by peers as the Chairman of the Florida Association of Managers.

TALLAHASSEE, FLORIDA

AUG 2002 – JAN 2007

FACULTY MEMBER - FLORIDA STATE UNIVERSITY - ASSOCIATE DIRECTOR OF THE FLORIDA CENTER FOR READING RESEARCH (FCRR)

Recruited by Dr. Joseph K. Torgesen to provide the administrative expertise to transition the newly created Florida Center for Reading Research at Florida State University from a handful of employees to a world renowned research center with over three hundred research faculty members, staff and support personnel. Responsible for the day-to-day operations to include: operational and strategic planning; organizational design and effectiveness; all phases of human resources; development and implementation of policy and procedures; budget preparation, forecasting and management; grant identification, preparation, management and oversight; purchasing, contract negotiations, facilities design, and contracting; publishing, development of technology, development of the state-wide web-based reporting system, help-desk, and technological support systems; staff development, training; and liaison with the Florida Department of Education. Additionally, served as the center's liaison with FSU's Learning Systems Institute, FSU Departments of Psychology and Education. Served as Chairman of the Learning Systems Institute Strategic Planning Group and member of FCRR's Board of Directors.

JACK R. BROWN

ACHIEVEMENTS:

- Recognized in conjunction with Dr. Torgesen for crafting and implementing a vision that would lead FCRR to national and international pre-eminence in a relatively short period of time.
- Along with Dr. Torgesen and Karl Hook conceptualized and designed the highly successful state-wide student Progress Reporting Network (PRN) used for all grade levels by all school districts in Florida. This was the first computer-based student assessment program utilized in the state of Florida, setting the standard for the real-time visual analysis of student, classroom, grade, school, and districts.
- As a result of demonstrated expertise in organizational development and strategic planning skills appointed to lead a team of faculty and staff to establish a strategic plan for not only FCRR but also FSU's Learning System Institute (LSI).
- Recognizing the superior organization design model created for FCRR, LSI itself adopted the FCRR organizational design model and also used it for the newly created Science, Technology, Engineering, and Management (STEM) Center at FSU.
- Received "High Merit" pay increases each year while at FSU.

PERRY, FLORIDA

FEB 2001 – AUG 2002

GENERAL MANAGER RDS MANUFACTURING INC.

Responsible for the strategic direction, administration and efficient daily operation of an aluminum manufacturing company building marine fuel tanks, fuel transfer tanks, holding tanks, aluminum tool boxes, responsible for all areas, including operations, productions, quality control, product sales, customer service, training, safety, finance, budgeting, and forecasting, reported to the President, CEO of the Company and the Board of Directors.

ACHIEVEMENTS:

- Established a drug free workplace reducing injuries and improving quality control ratios.
- Developed & implemented an incentive pay plan that increased production and improved employee morale.
- Improved customer service by personally meeting with major customers to resolve disputes on site.
- Conducted strategic assessments and analysis to establish a new direction for the plant and the company.
- Developed and implemented an online marketing and purchasing system.

TAYLOR COUNTY, FLORIDA

APR 1997 – FEB 2001

COUNTY MANAGER

Served under the direction of the Board of County Commissioners as the county's chief executive officer, responsible for the day-to-day operations of the county and to carry out all decisions, policies, ordinances, and motions made by the Board thoroughly and efficiently, drafted recommended county annual operating budget for the board, capital improvement plan, responsible budget forecasting, management, and analysis, all union negotiations with the International Brotherhood of Electrical Workers (IBEW) and the International Association of Fire- (IAFF), recruitment, hiring, discipline, terminations, other human resource functions, growth management, engineering, public safety, public works, environmental services, information and knowledge services, technology and informational systems, county extension services, recreation, strategic and operational planning, facilities management, provided oversight of preparation of agendas, prepared Board workshops, provides liaison with other local officials and governments, state and federal delegation and agencies, community groups and assists county commissioners in resolving constituent issues.

ACHIEVEMENTS:

- Re-established the public's trust in the Board of County Commissioners and staff following the termination of the previous County Administrator over a scandal.
- Led the bond process to finance and construct and equip a new state of the art community hospital.
- Codified the Board's ordinances providing each board member, the county attorney, and selected staff to have a unified code manual to conduct research, additionally provided the code on-line for greater transparency and ease of research for the public.
- Established the technical research committee to provide lay planning board with professional recommendations from staff.
- Conducted a "Top-down — Bottom-up" strategic review of the organization, policies and procedures to identify needless processes that bogged down the business before the commission and the public.
- Negotiated a settlement with Department of Community Affairs regarding a long-standing land use classification issue.

TAYLOR COUNTY, FLORIDA

NOV 2002 – Nov 2006

COUNTY COMMISSIONER - TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

County Commissioner for Taylor County – in accordance with Florida Statute Chapter 125.01 – On behalf of the residents within the county, responsible for budgeting, local legislation, including ordinances, resolutions, policies and procedures, establishes and approves the strategic vision for the county, acts as a member of the board to provide oversight and guidance for the County Administrator.

ACHIEVEMENTS:

- Wrote local ordinances, resolutions, policies and procedures on behalf of my constituents to achieve desired governance consistent with the culture of our communities and businesses.
 - Wrote the draft ordinance to establish road maintenance and paving criteria adopted by the county.
 - Lobbied legislative delegation, Small County Coalition, and Florida Association of Counties on local issues.
 - As Chairman cultivated a Board that worked as an effective team, treating each other as well as our staff, agencies, and the public with dignity and respect. Completed the FAC County Commissioner Certification
 - Furthered the Boards commitment to strategic planning and budgeting rather than reactive response.
-

PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS

Current

Florida Association of County Managers (FACM) - Chairman

Florida City County Managers Association (FCCMA)

Florida Association of Counties (FAC) – Florida Counties Foundation (FCF) Board of Directors

Florida Association of Counties Trust (FACT) – Board of Directors

Gulf Consortium Board of Directors – Alternate for Taylor County

Past

County Commissioner – Taylor County – Chairman (Certified County Commissioner)

Aucilla Regional Landfill – Board of Directors

Florida Association of Rural County Administrators (FARCA) - President

Florida State University Learning Systems – Chairman Strategic Planning Committee

Florida Center for Reading Research (FCRR) – Board of Directors

Florida Department of Transportation 2060 – Governance & Coordination Advisory Group

Taylor County Economic Development Authority – Board of Directors

Taylor County Chamber of Commerce – Board of Directors, President Elect

Taylor County Tourist Development Council – Board of Directors

North Florida Broad Band Authority (NFBA) – Board of Directors Alt.

EXAMPLE PROFESSIONAL PRESENTATIONS

- **Florida Association of Counties – County Commissioner Certification – Apr 5, 2013**
Presenter – *The Policy and Budget Connection*
- **FLORIDA ASSOCIATION OF COUNTIES – COUNTY COMMISSIONER CERTIFICATION – SEP 19, 2012**
Presenter - *County Structure and Authority in the Real World*
- **FLORIDA ASSOCIATION OF COUNTIES – COUNTY ADMINISTRATOR'S ROUNDTABLE – NOV 18, 2010**
Presenter – *Managing in Challenging Economic Times – Service Delivery*
- **FLORIDA ASSOCIATION OF CITY COUNTY MANAGERS (FCCMA) – JUL 2, 2010 – Deep-water Horizon**
- **FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS GROWTH MANAGEMENT CONFERENCE – JUN 17, 2008, Presenter - Taylor County's Vision 2060 – The County Visioning Process**
- **FLORIDA ASSOCIATION OF COUNTIES – RURAL CAUCUS – DEC 4, 2008, Presenter - Taylor County's Vision 2060 – The County Visioning Process**
- **FLORIDA ASSOCIATION OF COUNTIES – COUNTY COMMISSIONER CERTIFICATION – MAY 10, 2007**
Presenter - *County Structure and the Real World*
- **FLORIDA ASSOCIATION OF COUNTIES (FAC) – ANNUAL CONFERENCE – JUNE 26, 2007**
Presenter – *Budget Strategies for Today and Tomorrow*

Ted Lakey
5367 Smith Street
Graceville, Fl. 32440
June 21, 2013

Dear HR Director,

Please accept my resume as application for the position of Escambia County Administrator. My twenty-seven years of experience in county and municipal government would enable me to serve successfully in this position and make significant contributions to the County.

As you'll see on the enclosed resume, I am currently working as County Administrator for Jackson County. In addition, I am a graduate of the University of West Florida with a Masters in Public Administration. In my present position, I supervise over 220 employees and manage a 35 million dollar budget. I have experience in day-to-day operations of county government, budget development and ensuring projects are completed successfully. In addition, I have extensive knowledge regarding economic development, promoting tourism and growth management.

For the past 15 years I have lived and worked in the Florida Panhandle. I am very familiar with issues facing the region and understand what it takes to develop and implement successful solutions to these problems. I feel I can a strong asset for Walton County.

I look forward to hearing from you soon.

Sincerely,

Ted Lakey
(850) 263-7330
ted_lakey@yahoo.com

Enclosure

5367 SMITH STREET, GRACEVILLE, FL 32440, 850-263-7330

TED O. LAKEY

SUMMARY OF QUALIFICATIONS

- Over 27 years progressive managerial experience in county and municipal government
- Master's in Public Administration
- County Administrator. Knowledge of government operations, budgeting, policy development, economic development, public safety, public works operations, tourist development, human resources, union negotiations, growth management, code enforcement, landfill operations and fleet management

EXPERIENCE

Jackson County Board of County Commissioners, Marianna, Florida

August 2003 to Present

County Administrator

Chief Executive Officer in charge of all aspects of county operations that fall under the jurisdiction of the Board of County Commissioners.

Duties

- Administration of Board policies and directives.
- Developing the County's annual 35 million dollar budget.
- Developing new policy and procedures.
- Oversight of road and capital improvement projects.
- Working with community leaders to identify local needs.
- Serving as a member of the County's economic development team.
- Working with members of our legislature to secure funding for County projects.
- Develop meeting agendas.
- Supervision of 220 employees that work in the departments of Administration, Engineering, Community Development, Road and Bridge, Fire/Rescue, Corrections, Parks and Recycling, Building, Utilities and the Library.

Accomplishments

- Actively worked with the Jackson County Development Councils economic development team that brought five major companies to the County with investments of over 100 million dollars and the

creation of over 600 new jobs. This included the creation of the Marianna/Jackson County Distribution Park with the Family Dollar Distribution Center and creation of a construction services park.

- Successfully negotiated an increase in landfill host fees that increased revenues to the County of over \$ 400,000 a year.
- Created an Engineering Department that has enabled the County to provide better services and save monies in engineering fees.
- Created a Parks/Recycling department to improve and manage county parks and property.
- Developed and implemented a joint agreement with the City of Marianna waste treatment that eliminated the need to build a 3.5 million dollar treatment facility.
- Developed plans and sought funding for the construction of a new Emergency Management Center.
- Developed and implemented a long range IT plan for county to increase office efficiency.
- Developed an innovative approach to roadway management and construction with currently over 100 miles of dirt roads paved and a number of resurfacing projects completed.
- Worked on the County obtaining a 10 million dollar low interest loan for road projects.
- Managed the purchase and renovation of a 5,000 Square Foot office building.
- Set up the county's first Code Enforcement Board and established the position of Code Enforcement Officer.
- Working with office of court administration to develop and complete a 1.9 million dollar courthouse renovation project.
- Planed and managed the 3.9 million dollar Jackson County Water/Wastewater Improvement Project, a project that extended water and sewer lines, upgraded three lift stations and one of the system's wells.
- Directed the installation of a major software purchase that enabled the County's Building Department and the Community Development to jointly process permits.
- Worked with the Jackson County Tourist Development Council to recruit and hire County's first full time TDC director

Escambia County Public Works Department, Cantonment, Florida
September 1998 to January 2003

Superintendent

County Division Chief of the Road Prison Division of the Public Works Department. Developed and directed the implementation of policies, procedures and work standards for 67 officers and support employees. Developed and prepared a recommended annual 4.2 million dollar budget in accordance with established guidelines. Managed and evaluated each

Road Prison program including security, food and laundry services, maintenance and inmate health care. Insured compliance with all Florida Department of Law Enforcement standards regarding training and certifications. Prepared all necessary administrative, financial and statistical reports. Assigned internal security investigations and made recommendations regarding officer discipline. Participated in union negotiations and coordinated with representatives regarding implementation of union agreements. Oversaw administration of contracts with providers of professional services. Developed plans for renovation and expansion of the facility.

Escambia County Public Works Department, Cantonment, Florida
December 2001 to May 2002

Interim Public Works Director

Directed operations for department that consists of three divisions: Road and Bridges Maintenance, Fleet Maintenance and Road Prison. Supervised over 200 employees as well as the care and custody of 160 inmates. Developed annual 18 million dollar budget, prepared RFP for street sweeping operations, worked on development of a vehicle replacement schedule and was a member of the county's union negotiation committee.

Birmingham Police Department, Birmingham, Alabama

April 1984 to September 1998

Correctional Lieutenant

Began career at the Birmingham City Jail, a 425 bed correctional facility and progressed through the ranks to a senior management position. Supervised 21 officers, 4 Sergeants and 6 support personnel. Primary responsibilities included ensuring safety and welfare of inmates, development and implementation of jail rules, regulations and operating procedures. Other duties involved interviewing perspective candidates, training personnel, and supervision of the maintenance staff, accepting bids, purchasing equipment and making recommendations for the annual budget. Additional tasks included reviewing officer's paperwork, investigating complaints and fulfilling duties of Assistant Jail Administrator in his absence.

EDUCATION

2002 **University of West Florida**, Pensacola, Florida

Masters of Public Administration

1978 **University of Alabama**, Tuscaloosa, Alabama

Bachelor of Arts

Major in Communications, Minors in Management and Political Science

CERTIFICATIONS/AFFILIATIONS

Board Member - Marianna Main Street

Board Member – Panhandle Public Library Cooperative System

Member of the Florida City and County Management Association

Member of Jackson County Chamber of Commerce Governmental Affairs Committee

Member of the Kiwanis Club

University of Alabama Alumni Association

Graduate of Florida Criminal Justice Executive Institute *Chief Executive Seminar*

Graduate of University of Alabama Law Enforcement Academy

Albert M. Penksa Jr.
P.O. Box 4350
Gettysburg, PA 17325
814-242-6281(cell), email: amp5599@gmail.com

November 15, 2013

Escambia County Board of Commissioners
221 Palafox Place
Pensacola, FL 32597-1591

Dear County Commissioners:

This letter is requesting consideration for the position of County Administrator posted with The Waters Consulting Group, Inc. Escambia County is very appealing and relatable to my goal to work in a progressive and growing county with endless days of summer.

Having displayed leadership throughout my career which is illustrated in my resume, it is that leadership skill that will enable me to engage the community and become more aware of the dynamics that make up the County. Furthermore, being a quick study will make me a contributor to the direction established by the Board of Commissioners. Personally, I am eager to work, invest and enjoy my leisure time in "The Western Gate to the Sunshine State".

My resume demonstrates to you my varied experiences in management, financial operations, budgeting, governmental relations, business and economic development. These experiences will be of value in the performance of duties assigned by the Commissioners to achieve the goals, fully implement the strategic plan and enhance the mission of the Escambia County Commissioner's.

The experiences garnered through my positions as an appointed official and as County Manager in Adams County, Gettysburg Pennsylvania will allow me to provide the leadership and direction required by the Board in my role as Administrator. Furthermore, having served in conservative administrations, under the watchful eye of the public, holding press conferences, addressing large groups and making presentations to executives will allow me to handle the needs of the position in a professional and confident manner. Having the ability to develop and maintain relationships with business owners, community leaders and public officials on both sides of the aisle will hopefully augment the County Commissioners objectives and leadership.

As your county administrator my day will be to diligently engage each Commissioner, the management team, the citizens and address each issue whether it is simple, complex or challenging. In governing there is reality and then there is the perception of the issue,

being very cognizant of reality verses perceptions of issues, my actions will be quickly to convey them to the Commissioners as I become aware or understand them.

My management experiences in the supervision of staff to meet objectives and mandates will allow for effective continuity of the programs in place while allowing for the breaking of new ground for growth ahead. I believe that the employees of the county are its greatest asset and will strive to mentor, coach and lead by example to ensure their growth and share our appreciation for the service that they provide on behalf of the Board of Commissioners and the County.

I have the ability to advise and foster an effective Board decision making process and hopefully you will trust that my visionary and futuristic approaches to address the needs of the County will add value to your objectives. Under my management there will be a prudent eye on the finances, a daily effort to improve efficiencies and ongoing analysis of programs to ensure their effectiveness. That has been accomplished in the County of Adams while improving fund balance and having built a solid financial position for the future. It is recognized by me that there is a difference in size of the current county under my management compared to the larger operation of your county. However, in no way does it intimidate – it actually stimulates me to recognize that Escambia County will afford me the opportunity to operate in an arena that is suited to my skills, my visioning and my progressive approach to governing and advising the Commissioners.

I look forward to meeting with you to discuss the prospects of my contribution to Escambia County.

Sincerely,

Albert M. Penksa Jr

Albert M. Penksa Jr.

ALBERT M. PENKSA, JR

814-242-6281

P.O. Box 4350, Gettysburg, PA 17325

E-mail: amp5599@gmail.com

Summary

More than 20 years experience in government with experience in the following areas:

- Executive management
- Media relations – Public presentations
- Labor relations and negotiations
- Organizational change and development
- Steered a successful privatization of a nursing home
- Chief of financial operations
- Strategic planning and economic development
- Operations and project management
- Bond rating agency presentations
- Board and Commission relations
- Capital financing
- Accountability and investigation support

A proven leader and motivator that demonstrates organizational, analytical, visionary and communication skills in governing. Experienced in managing with fiscal prudence, change management, applying visionary processes and guiding economic development. An achievement-oriented leader with a political astuteness and awareness of the surroundings and its perceptions. County coordinator for the 150th anniversary celebration – a world interest event recognizing a significant historic Civil War battle.

Relevant governmental experience

County Manager

December 2010 – present

Appointed County Manager – Adams County with a growing population of 102,000 in an area covering 522 square miles. Located in south central Pennsylvania within the influence of the Baltimore Md regional area. Managing this organization a Commission – Manager governmental form utilizing process review and efficiencies of operations. Served as IT Director in 2012 engineering an upgrade to virtual servers.

Duties and responsibilities as county manager

- Chief executive officer of the County government with 535 employees and an operating multi-fund budget of \$66 million dollars
- County Coordinator for the 150th major tourism event, coordinating governmental cooperation, successful acquisition of State funding support by legislative budget approval and ensuring visitor enjoyment.

- Oversight responsibility for fiscal, HR, emergency service operations, planning, economic development, facilities management and court related functions
- Implementation of Commission directed policies and responsible for long range planning issues
- Developed the County operational and capital budgets
- Explore privatizations and efficient operations of existing departments
- Negotiations of contracts, building contracts, emergency service contracts, health care service contracts and labor union negotiations
- Steered the sale of the county nursing home to a private entity alleviating the county of a negative cash flow asset, realized a positive impact to fund balance
- Directed server conversion from physical to virtual and created a DRS optical fiber/microwave connectivity and County campus wi-fi
- Coordinated RFP, contractor selection, vendor negotiations and design review for a \$26 million dollar enhanced 911 radio project
- Twice presented to Moody's and S&P the financial posture of the County to improve the County to an investment grade. Structured a refinancing and then followed with a consolidation and new project offering.
- Initiated an ERP project for new financial/payroll system. Managed this process and went live Dec 2012
- Steering a coordinated Economic Development Initiative with new supportive measures for the EDC/IDA by funding and developing community wide growth recognizing the value that tourism adds.
- Initiated a new comprehensive plan for economic development partnering with municipalities for regional growth complimenting a historic area
- Established new structural reporting process for the department directors and integral partnerships with elected officials and the Court
- Updated investment policy, automotive policy, HR disciplinary policy, planning and economic development vision and mission statement
- Completed the sale of the nursing home asset resulting in adding cash to balance sheet, staff reduction and negative cash flow elimination
- Built the role of the first ever office of Controller (January 2012)
- Identified seven offices for consolidation to trim cost, improve operational efficiencies, better utilization of space and enhance constituency service, currently analyzing others to consolidate.
- Involved in negotiations and with Teamsters of Court Appointed Professionals and AFSCME with prison guards, negotiations with Teamsters with Court support staff, and represented Commissioners in mediation of a lawsuit settlement.

Township Manager

July 2010 – December 2010

- Appointed CEO – Antis Township, Blair County
- Managed all daily functions and directed staff to carry out the needs of the five Township Supervisors
- Designed an early retirement option for the Township to reduce FTE costs while introducing seasonal staffing to meet the FTE demands
- Upgraded computer operations in the township providing for more efficiencies and improved functions to serve the constituency
- Developed the first investment policy for the Board
- Developed a relationship with the union shop to implement an early retirement program, a first ever wage scale memorandum of understanding to the current contract and set the stage for contract negotiations in 2011

Business Consultant- Unemployed

September 2009-July 2010

- As a result of a staff reduction in PA treasury I was unemployed
- Provided consultations to new start up businesses in horticulture and convenience groceries

Commonwealth of Pennsylvania

September 2001 - 18 Sep2009

- **Bureau of Invest** –PA Department of Treasury – Western Regional Director/Supervisor
- Cash management services to county and municipal governments and non profits
- Consulting - grew the western territory to more than sixty percent of the statewide portfolio, advised on improving earnings on cash flow through revenue-expense tracking
- **Bureau of Audits** -PA Department of Auditor General - Southwest regional supervisor/ assistant director
- Field executive responsible for school district audits – compliance, performance and financial. Managed corporate tax review and appeals
- Coordinated staff of supervisors, auditors and fleet of cars
- Developed the region into the top region in the state by initiating new auditing procedure and compliance directives
- Exceeded mandates and legislative guidelines

Senior Manager Business Development
CBIZ Services

Jan 2000 – August 2000

Responsible for developing business within the Commonwealth of PA
This corporation sold this division and changed its direction of
accounting services

Cambria County Controller (elected)

January 1988- January 2000

- CFO of county operating budget (\$115M), provided weekly information to Board of Commissioners on revenue and expenditures with over one thousand employees
- Administrator/Secretary of County retirement system - monitored managers, custodians and handled employees retirement contributions, potential retirees and payroll
- Chairman of the County Prison Board, oversaw the construction of a new facility and reuse of the old structure and revenue streams from other Counties, State and Feds
- Chief Investment Officer monitored and invested idle money utilizing aging of AP and AR to maximize earnings.
- Chief Information Officer established the department and initiated communication between the separate systems and eventually integrated the systems.
- Streamlined the accounts payable system and enhanced the reporting of revenue received by the County Treasurer,
- Utilized aging, applied discounts and correlated payments to revenue streams to identify weekly demands for cash

Johnstown City Council Member

January 1986 – January 1988

- Member of the finance committee, adopted balanced budgets
- Steered the initiative of requiring accountability from the strong Mayor to City Council in the bureau of sewage's delinquent accounts, required integrity in prosecution.
- Advocate for City Council, enabling the Board to retain their own counsel. Knowledge of 3rd Class City Code.

Records Management Consultant

April 1984 – January 1988

- Consulted with county governments to improve their handling and retention records and comply. Grew the territory more than tenfold.

Deputy Register of Wills

December 1979 - April 1984

- Supervised the recording of estates and orphan's court proceeding. Implemented a fee structure complying with PA law and was copied by many counties.

Lead worker and equipment operator

1973 - 1979

- Quaker Sales Corporation, operated manufacturing equipment in the making of blacktop. Working knowledge of manufacture and placement of blacktop.

Education and Professional:

- University of Pittsburgh – BA in economics with concentrations in accounting and political science
- Certified by the Association of Government Accountants (CGFM certified government financial manager)
- Member of ICMA-International County Managers Association, Government Finance Officers Association (GFOA) , NACO-National Association of Counties
- Executive Board member of Central Pennsylvania-GFOA
- PEDDA, Pennsylvania Economic Development Association
- (formerly licensed in real estate, insurance and securities)

Leadership:

Executive Director/Secretary of the State Association of County Controllers. Initiated a series of funding streams to enable the group to have a prominent statewide presence
Delegate to the State Association of Elected County Officials
Treasurer of booster club for boy's soccer, raised funds to make this group function within the nonprofit.
Active in my church and community volunteer

References are available

William H. Reynolds

November 14, 2013

Ms. Andrea Battle Sims
The Waters Consulting Group, Inc.
5050 Quorum Dr., Suite 625
Dallas, TX 75254

Dear Ms. Sims,

I appreciate the opportunity to discuss why I am a good fit for the position of County Administrator for Escambia County. A review of my resume will outline my extensive and high-quality executive experience as well as give you a cross section of those traits that have allowed me to be successful in the past. Simply stated, I believe in continually striving for success – on both a personal and professional level – and delivering a better product to those we serve.

My value to Escambia County can best be described by reviewing the core beliefs that I have garnered during my career in government service and which have become the foundation for my leadership style.

First, government is a service industry and as such those of us in government must truly like and respect people. All people have value and should be treated with respect and dealt with fairly and equitably. Part of this respect includes the concept of exceptional customer service. We should treat all citizens with the same respect a business pays to its best customers. This can have real dividends not only in regards to citizens' approval, but also in the bottom-line. At Washtenaw County, I spearheaded the consolidation of three very similar organizations responsible for \$25 million in programs funded by local, state and federal dollars. Although those who worked for the individual departments understood the varying degrees of responsibility in service areas, those who were looking for service were often at a loss as to where to turn for assistance. In addition, the independent missions of these organizations were pulling in different directions – dragging their clients with them. By focusing on customer service during the consolidation effort we not only made the organization and processes more understandable and helpful to our citizens, but recognized the added benefit of over \$500,000 in savings.

Second, we must continually look for more efficient ways to do business. Government often continues to do tasks in a prescribed way long after the original reason for doing the task in the directed manner has become moot. Yet those who are responsible for the activity continue to dutifully march in the same direction they have for decades. In their minds, the job is being accomplished so why look to change? The answer is clear. If we can eliminate steps and actions that are no longer needed, we can save time, money and provide more meaningful service. When I arrived at Chippewa County the Human Resources Department was in complete disarray, leaking millions of dollars every year to inefficient activities and practices long debunked as outside the realm of best practices for human services delivery. In a year and a half process I was able to totally transform human service delivery to our clients, eliminating outdated and outmoded practices and providing a substantially increased value to citizens – which netted over \$11 million in savings in three years.

Third, we have to be inventive and innovative. In these troubled times, anyone who is successful in local

November 14, 2013

government has to be willing to take intelligent risks. We cannot be wedded to the same way of doing business because of a fear of failure. We need to be willing to analyze a problem, design a solution and recognize if we fail to some degree, we can revisit the issue, retool after reviewing where we fell short, and move forward again. Flexibility is the key to the success of innovation. This is exactly what I had to remember as I led staff on a reorganization of the Forest and Parks Department in Chippewa County. On our initial move, we were successful with a redesign plan that looked to an efficient reallocation of resources and a renewed commitment to excellent service delivery. However, it became clear that several of our initial assumptions were not as effective as we had initially projected. As this became more apparent, I shifted the implementation schedule from a three month to a year-long process and asked a coalition of public user groups to become more active in the transition. This secondary action not only accomplished the original goals but also strengthened the partnership between the user groups and the county, and increased the user group's collective ownership of the county's natural resources.

I believe that providing leadership and direction to staff is an important key to the success of an organization. I strive to be a mentor and am a fair and honest broker. I do not shy away from addressing issues because the failure to do so often interjects a degree of dysfunction into the organization. I have faith and confidence in my subordinates, who are the experts in their particular areas. I seek to allow them the needed room to run their departments while providing oversight and guidance when needed. Often there are department heads that need more attention than others, and I am very good at determining when that is the case and adjusting accordingly. I encourage department heads to be strong advocates for their individual areas, just as I am a strong advocate for the organization as a whole. As department heads and key staff leave and we look to build the organization for the future, I will focus on bringing in those with strong character, integrity and a willingness to work hard and do what needs to be done to get a job completed – regardless if it is in their job description.

I enjoy serving in local government. This is more than a job; it is a calling. I truly believe in the power of individuals to create public value and relish the opportunity to bring that to Escambia County.

I assume that those you will choose to interview will have similar experiences and thoughts as I have outlined above. However, there are a couple of things that I believe will set me apart and will serve you well. First, I have a good knowledge of Escambia County, and the issues of instability that have plagued its administrative leadership in the past. I am coming into the process with a good understanding of the fragility of the job. Second, my time in the U.S. Marine Corps has proved to be an asset to an area that includes several military bases as part of its economic, social and political landscape. Finally, over the last few years, I have developed a working rapport with the majority of the Escambia County Board.

A point that must be noted. I was recently fired from my post of City Administrator by the Mayor of Pensacola for disclosing the existence of an investigation into complaints of harassment by a senior member of the Mayor's staff. As I stated in my public statement my actions were "...the result of my frustration in addressing issues that I became aware of beginning in April of 2012. Over the following year, the problems escalated to include serious misconduct and significant operational anomalies that I as City Administrator was unable to address." I noted in my statement that, "my actions were motivated

William H. Reynolds

November 14, 2013

solely to protect city employees and leadership from future harassment and manipulation. I was trying to find a solution." When I make mistakes, I am not afraid to admit them and address the issues directly. I did not handle the situation correctly but have learned a very valuable lesson. I have no problem elaborating on the issue in the future.

Thank you for the opportunity to provide some insight into my fit for the County Administrator for Escambia County. I look forward to the opportunity to meet you in person.

Sincerely,

William H. Reynolds

WILLIAM H. REYNOLDS

4315 Whiteleaf Court, Pensacola, Florida 32504

(715) 563-0756

reynoldswm@hotmail.com

EXPERIENCE:

Aug 11-July 13

CITY OF PENSACOLA, FLORIDA

City Administrator and Military Liaison

Pensacola, FL

Chief Administrative Officer for Northwest Florida's leading community. Responsible for daily operations including oversight of 20 departments, 5 enterprise activities (seaport, international airport, natural gas company, golf course and tennis center) 850 personnel, and a total budget of \$220 million (\$50 million general fund).

- Redesigned fire department organization and staffing to provide more "boots on the ground" and resolve multiple layers of management dysfunction which resulted in 13 additional firefighters and increased fire rescue truck service delivery at an overall reduced cost.
- Instituted major consolidation and reorganization efforts in the Community Redevelopment Agency, and the Neighborhood Services, Finance, Public Works and Engineering departments, in order to achieve operational efficiencies and reduce financial pressures on a shrinking general fund.
- Successfully negotiated the transfer of the \$5 million West Florida Regional Library system to Escambia County.
- Led the effort to cull \$4.6 million from the Pensacola International Airport operational budget following revelations of financial issues that resulted in a negative impact to the organizational bond rating.
- Conducted significant review of Technology Resources Department that led to new organization leadership and the development of a focus on customer service.
- Successfully reconstituted a non-profit for oversight of the Veteran's Memorial Park following revelations of significant financial irregularities with former organization. Formed the initial committee and moved the new organization to a non-profit status over a six-month period.

Jun 10-July 11

WASHTENAW COUNTY, MICHIGAN

Deputy County Administrator

Ann Arbor, MI

Chief Operations Officer of Michigan's premier, and 6th largest county. Responsible for daily county operations and coordination between 20 departments, 1350 personnel and administration of a general fund budget of \$100 million. Focused efforts on sustaining world-class service delivery in trying economic times, establishing cooperative working relationships and facilitating efficient and cost effective programming.

- Conducted review of 78 discretionary county committees/boards/commissions in effort to determine if opportunities for consolidation or elimination existed.
- Conducted reviews of county departments (Facilities Maintenance, Finance, and Veterans Services) resulting in increased service delivery both internally and externally at decreased cost.
- Spearheaded the consolidation of the departments of Economic Development, Employment Training, and Community Development resulting in over \$500,000 in savings and better customer care.
- Position eliminated due to \$50+ million dollar budget deficit over two budget cycles.

Jul 07-Jun 10

CHIPPEWA COUNTY, WISCONSIN

County Administrator

Chippewa Falls, WI

Chief Administrative Officer of Wisconsin's second fastest growing county. Responsible for leadership, general oversight, administration, coordination and management of county operations for 28 departments, 525 personnel, and a general fund budget of \$76 million.

- Successfully led 29 member county board in a reorganization of their committee structure to capitalize on efficiencies and streamline policy decision making.
- Created Department of Administration to provide consistent, effective, economical and efficient support services to county departments.
- Instituted a fair and equitable budgeting process that allowed all departments the same opportunity to compete for scarce resources.
- Led the county in its first successful strategic planning process.
- Conducted exhaustive prioritized review of all county programs to determine objective criteria for significant budget reductions due to revenue shortfalls. Lead the effort to review results and implement budgetary recommendations.
- Conducted review of Human Services Department and implemented changes resulting in \$11 million in savings within 3 years. Efficiencies gained allowed for a reinvestment in evidence based "best practice" programs that increased services to those most at risk.
- Conducted an efficiency, service delivery, and functional analysis study of the Forest and Parks Department, and revised the organization to better allocate resources and ensure citizen satisfaction. Developed a strong public/private partnership between the department and the public through outreach to key user groups and the establishment of a volunteer park steward program.
- Instituted 360 degree evaluation process for all department heads.
- Educated the county board on both the long-range fiscal impact of Wisconsin's budgetary crisis and the necessity for future long-term budgeting decisions.

Jun 05-Oct 06

UNITED STATES SENATOR ARLEN SPECTER

Chief of Staff and Director of Communications

Washington, D.C.

Senior government administrator and chief political, legislative, media and legal adviser to U.S. Senator and member of the U.S. Senate Appropriations Committee.

- Managed legislation, personnel, communications, policy, political matters, financial plans and over \$2.5 million budget for Washington, D.C. and seven state offices. Supervised staff of seventy.
- Served as liaison between senator and national/state leaders including White House officials, congressmen, governors, mayors, business and labor leaders.
- Worked extensively with state and municipal governments on employment generation, grant preparation, and economic development issues including brown field development and "smart growth."
- Conducted extensive evaluation and retooling of personnel department instituting personnel evaluations with a merit-based pay and bonus system.
- Created results oriented staff that consistently achieved constituent satisfaction.
- A leader of the confirmation teams for both Chief Justice John Roberts and Associate Justice Samuel Alito to the Supreme Court of the United States.

- Dec 00-May 04 **UNITED STATES SENATOR ARLEN SPECTER (cont.)**
Director of Communications and Legal Counsel **Washington, D.C.**
Primary media and legal adviser for senior U.S. Senator, and Chairman of the U.S. Senate Veterans Committee.
- Planned and conducted all press and public interaction to include crisis management and strategic planning.
 - Helped craft significant post 9/11 homeland security legislation.
 - Participated in the Judiciary Committee oversight investigations of the FBI's management of pre-9/11 intelligence streams.
 - Served as Acting Chief of Staff for 8 months during COS' terminal illness.

- Jun 04-Jun 05 **UNITED STATES MARINE CORPS**
Executive Officer, Detachment 4-1, 4th Civil Affairs Group **Fallujah/Ramadi, Iraq**
(Chief Operating Officer)
Senior Officer leading the team responsible for Civil/Military operations in the volatile Al Anbar Province, Iraq.
- Supervised a team of fifty municipal service specialists with expertise in justice systems, public utilities, engineering, government, law enforcement, medicine, economic development, communications, and public administration.
 - Operated as the lead contact with the Al Anbar Province civilian government and worked closely with the senior civilian leadership to develop a fully functioning government, and with local leaders on issues of employment, law enforcement and reconstruction.
 - Coordinated post-battle assessment of Fallujah infrastructure including transportation, electrical grid, food distribution system, water and sewer.
 - Assigned as the senior civil affairs and civil reconstruction advisor to the Iraqi Military Governor of Al Anbar Province following the battle of Fallujah.
 - Participated in both the planning and execution of the battle for Fallujah.

- Oct 97-Sep 99 **Senior Legal Advisor, 1st Marine Division** **Camp Pendleton, CA**
Chief Adviser to the Commanding General on all legal and ethical issues including major criminal investigations, senior-level ethics training and the conduct and review of felony prosecutions.
- Supervised eight felony prosecutors.
 - Served as crisis communicator for several major incidents involving Marine Corps commands and personnel.
 - Conducted a major review of several complex investigations (Texas Rangers, FBI, and Department of State) regarding an international incident that occurred during a counter-drug operation on the border with Mexico that resulted in the death of a Mexican civilian. Actions helped to prevent the wrongful criminal prosecution of five Marines.
 - **The Marine Corps' nominee for the 1998 American Bar Association Military Attorney of the Year, and the 1998 Federal Bar Association Attorney of the Year.**

UNITED STATES MARINE CORPS (cont.)

Oct 96-Oct 97

Commander, Camp Schwab

Okinawa, Japan

Officer responsible for the management and security of a 4,500 person military Compound. Supervised staff of eighty-five.

- In addition to general management responsibilities, conducted oversight of water treatment facilities, fire, emergency, and security services.
- Monitored major construction projects for contract compliance in conjunction with Department of Defense and Japanese Government officials.
- Conducted an extensive review and reorganization of the camp's security including a detailed examination and upgrade of the physical security measures and the retraining of counter-terrorist response teams.
- Commander of the Emergency Operations Center (EOC) during Typhoon Tina, Super Typhoon Winnie and Super Typhoon Oliwa.
- As a political officer and community relations ambassador, developed and implemented a comprehensive press/community relations strategy that reinvigorated Japanese and American relations following an international crisis generated by a high profile criminal case involving U.S. servicemen.
- **Formally recognized for actions as a Goodwill Ambassador by the Japanese Government and several local Okinawan municipal governments.**

Aug 92-Oct 96

Prosecutor and Investigations Attorney

Camp Pendleton, CA

Tried in excess of 200 criminal cases in Federal court, and was consistently ranked by superiors as the best legal counsel in the Department of Defense's most litigious circuit.

- **Honor Graduate Naval Justice School.**

EDUCATION:

HARVARD UNIVERSITY, JFK School of Government

Cambridge, MA

Master in Public Administration, June 2000

JFK Service Award for Exceptional Commitment to Community and Public Service

DEPAUL UNIVERSITY, College of Law

Chicago, IL

Juris Doctor, June 1991

Dean's Honor Scholar

Journal of Arts and Entertainment Law

GREENVILLE COLLEGE

Greenville, IL

Bachelor of Arts, *cum laude*, June 1988

Majors - History and Political Science; Minor - Sociology

Varsity Letterman - Football

PROFESSIONAL

MEMBERSHIPS:

International City/County Management Association, Florida City and County Management Association, American Society of Public Administration, Rotary International, Veterans of Foreign Wars and the American Legion.

OTHER:

Retired Lieutenant Colonel in United States Marine Corps (Top Secret/SCI Clearance).

Admitted to the Illinois State Bar, U.S. District Court for the Northern District of Illinois, U.S. Navy-Marine Corps Court of Criminal Appeals, the U.S. Court of Appeals for the Ninth Circuit, and the Court of Appeals for the Armed Forces.

John L. Weaver
930 Mt. Gilead Road
Murrells Inlet, South Carolina 29676

thecid69@hotmail.com

843-222-0863

October 24, 2013

Escambia County Board of Commissioners
221 Palafox Place
Pensacola, Florida 32502

Re: County Administrator Vacancy

Dear Chairman Valentino and Commissioners:

It is my pleasure and my honor to present my application and my resume for the consideration of Waters Consulting Group and the Council as the next Administrator of Escambia County. I believe that you will find my credentials and my experience to be compatible with, not only your expectations for a team leader of the county staff, but also as one knowledgeable of and in conformity with the chain of command concept in a Council-Administrator county government operation.

I began my involvement with local government while practicing law during the 90's in Mt. Pleasant, an adjoining community to Charleston, assisting as an advisor in planning and zoning issues. It was that experience that intensified my interest in local government, ultimately bringing me to Horry County several years later and a dozen years of service in that county organization. Now, upon a return to private law practice, I realize that the most satisfying and productive times during my professional career have been with local government. Some while ago, I notified my firm partners of my decision to return to public service and I have worked on a "winding down" basis for several months.

Beyond the information contained in my resume, my personal life experiences present a diversity hopefully that will have appeal. I present the following information in support of that proposition:

1. I have lived in coastal counties of both North and South Carolina for most of my life. I believe I understand the challenges that Escambia County faces with the demands of tourism being blended with the expectations of the permanent residents. Horry County has a population of almost 300,000 citizens and fourteen million tourists.
2. I have lived through Hurricane Camille (Biloxi, '69) and Hurricane Hugo (Charleston, '89). I personally know the destruction of these forces and the preparation and disaster relief that is necessary. I have overseen an Emergency Management Department and have undergone training at FEMA's Emergency Management Institute in Emmetsburg, MD. During my tenure with the county, we have coordinated and activated a multi-level government evacuation plan in response to several natural disasters.

3. My wife's family has property on Anna Marie Island off Bradenton and I have family along the eastern Florida coast. As in Florida, we, too, in Horry County have many Northern transplants who have found happiness further south. I work well with retirees and appreciate the roll that they play in community activities and local politics.
4. I have had direct experience with both the Corps of Engineers and FEMA and understand the complexities of working with these governmental agencies. At present I am involved with several issues dealing with errors made three decades ago when the Coastal Barrier Act lines were approved by Congress. My efforts hopefully will result in the passage of one or more Congressional bills, thereby making affordable, government supported flood insurance a reality for my clients. I am at ease dealing with both state and federal elected officials, their staff and various government agencies as needed.
5. I maintain with Martindale an attorney's AV (5.0) Peer Review Rating. My personal and professional ethical standards are without compromise.
6. As the founder and President of a commercial television station, I am experienced in media relations and understand Freedom of Information laws. I recognize the need for a local government to cooperate with the various media outlets and to insure that the public requirement of transparency is not clouded.
7. My background of four years at a military college and four years as an Air Force Officer, accountable to a Major General my final year of service, equips me to recognize the importance of the role that our armed forces play in the economic stability of Escambia County. I welcome the chance to cultivate that relationship upon request.
8. I consider an opportunity to be associated with Escambia County to be a time of continued learning. The lives of the Council no doubt are diverse and exceptional. I envision a cooperative, unified approach as the County continues to meet the expectations of the constituency. Following the Council's leadership, I am confident of a professional working relationship. I have no interest in any further lateral or upward movement on my career path. I will be available to the Commissioners as long as the Council is satisfied with my performance.

Finally, allow me to address a political occurrence in 2011, a happening in which I played no roll but, nevertheless, suffered the political consequences. A local state senator appointed a county policeman to a magistrate's job without first checking on the officer's personal life or testing the political winds of the community in which the magistrate would serve. Opposition to the appointment was voiced and incident reports became public, all causing the senator to withdraw the appointment and suffer some political embarrassment. My police chief (38 year veteran) unjustifiably was made to blame and I was ordered to fire the chief for unfounded political reasons. I maintained a sense of integrity and, without cause being shown for the chief's termination, refused to do so. Thereafter, the remaining five months of my employment contract were bought out by the Council after being made aware of my intention not to seek reappointment.

Chairman Valentino and Council

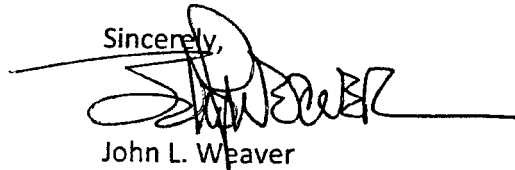
October 24, 2013

Page 3

Although my decision certainly was contrary to my best interest financially, I stand by it and ethically know that it was the appropriate step to take. I will admit that I was distressed to be in disagreement with a few members of my Council, but I hold no animosity toward anyone. At the time of my selection as Administrator, I recognized the possibility of such political maneuvers and accepted the job with open eyes.

I would be honored to be considered as your next County Administrator and to meet for a personal interview. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Weaver", with a long horizontal line extending to the right.

John L. Weaver

RESUME

**John L. Weaver
930 Mt. Gilead Road
Murrells Inlet, South Carolina 29576
T) 843-222-0863
email: thecid69@hotmail.com**

Personal

**Birthplace and Hometown: Wilmington, NC
Marital Status: Married, 5 adult children**

Education

- a. New Hanover High, Wilmington, NC**
- b. The Citadel, Charleston, SC (1965-1969)
BA, Political Science**
- c. University of South Carolina School of Law (1973-1976)
Juris Doctor**

Military Service

**Captain, United States Air Force (1969-1973)
Air Traffic Control Officer, Command Briefing Officer
Honorable Discharge**

Employment

- a. Self Employed Private Law Practice (1976-1997)
Florence, SC & Charleston, SC
Emphasis on civil litigation, business relations**
- b. Thomas Supply Company (1998–August, 2000)
Myrtle Beach, SC
General Manager and Corporate Counsel
115 employees, 7 locations, \$20M+ annual sales**

c. Horry County Government (2000-2009)

Conway, SC (HR: 843-915-5230)

Assistant Administrator/County Attorney

Supervisor: Danny Knight, Administrator (ret)

c) 843-222-5199

d. Horry County Government (2009-2011)

Conway, SC (HR: 843-915-5230)

County Administrator

Responsible for the management and oversight of the county's daily operations; supervision of a three division (1800+) work force; compiling and implementation of a \$130+ million dollar annual general fund budget.

Supervisor: Horry County Council (12 members)

e. Thomas & Brittain, Attorneys (2012-Present)

Myrtle Beach, SC (843-692-2628)

Governmental Relations, Transactional Law, Litigation

Managing Partner: Jackson Thomas

Miscellaneous

a. Founder & Corporate President

Eastern Carolinas Broadcasting Company, Florence, SC

WPDE-TV15 (ABC affiliate)

b. Member – South Carolina Bar (#5981)

Former House of Delegates member

c. South Carolina Association of Counties member

d. International City/County Management Association member

e. Martindale Attorney Rating: AV (5.0 of 5.0)

References

- 1. Mark Lazarus, Chairman Horry County Council**
C) 843-446-5890
email: mlaza67695@aol.com
- 2. Harold Worley, Horry County Councilman**
C) 843-340-5999
email: hworley@odresort.com
- 3. Marilyn Hatley, Mayor, North Myrtle Beach**
B) 843-280-8878
H) 843-277-6205
Email: mayorhatley@nmb.us
- 4. Douglas P. Wendel, Chairman**
Myrtle Beach Regional Economic Development Corporation
C) 843-424-9300
email: dpw5335@gmail.com
- 5. Don Leonard, Chairman**
South Carolina Transportation Infrastructure Bank
Myrtle Beach, SC
C) 843-340-1869
email: pthar@frontier.com (admin. assistant)
- 6. Edger (Eddie) Dyer, Executive VP/Chief Operating Officer**
Coastal Carolina University, Conway, SC
W) 843-349-2628
C) 843-340-0076
email: dyer@coastal.edu

Committee of the Whole

4.

Meeting Date: 01/09/2014

Issue: Animal Services - Participation with Target Zero Institute

From: George Touart, Interim County Administrator

Information

Recommendation:

Animal Services - Participation with Target Zero Institute

(Marilyn Wesley - 30 min)

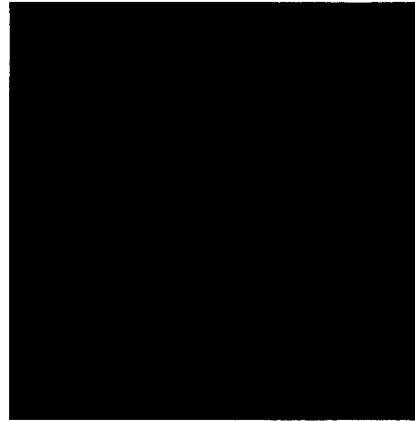
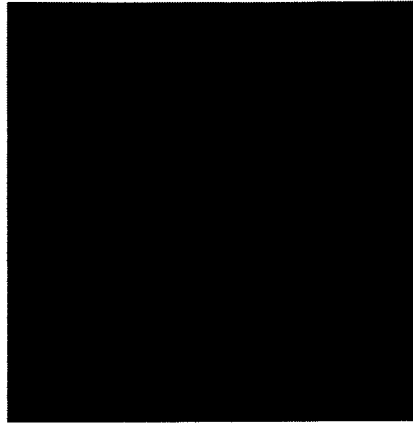
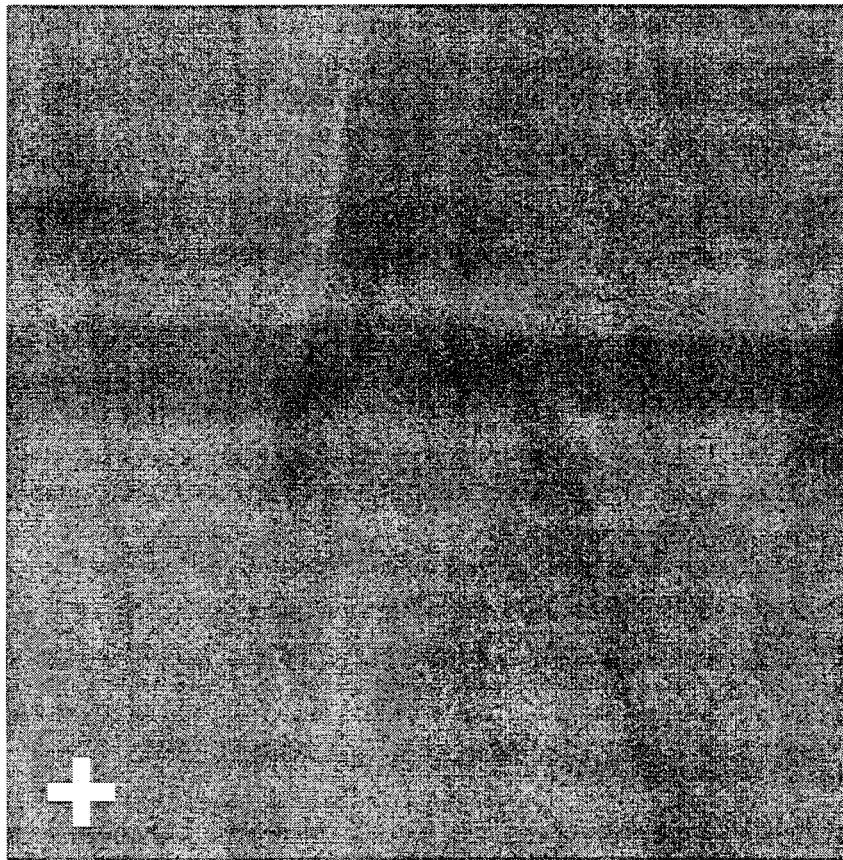
A. Board Discussion

B. Board Direction

Attachments

Presentation for Target Zero, Inc.

FAQ Sheet



Target
Zero
INSTITUTE

Saving Lives Nationwide

Target Zero, Inc.

First Coast No More Homeless Pets,

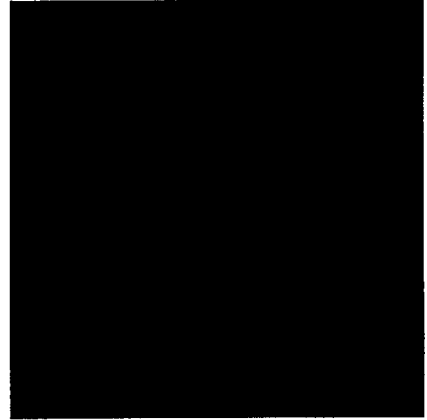
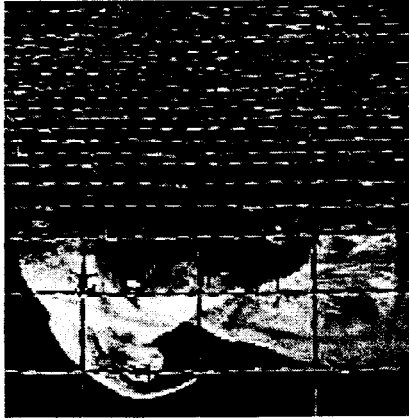
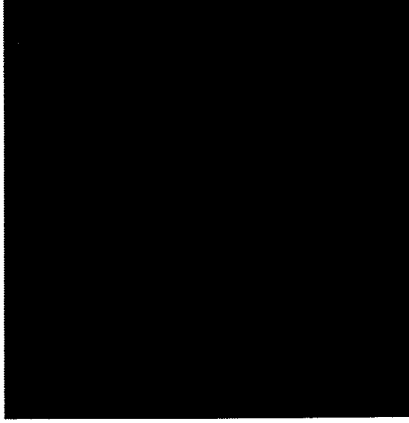
South Florida No More Homeless Pets,

Target Zero Institute

+ Big Problem

In 2002, 33,847 animals
entered area shelters in Duval
County and 23,104 died

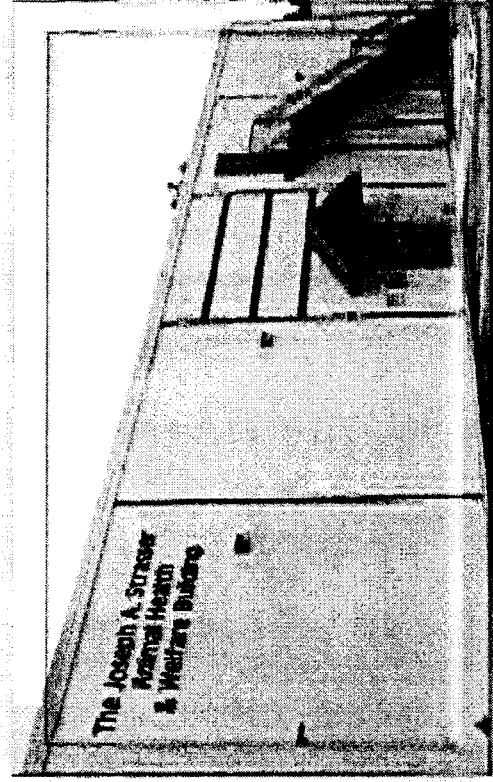
32% Live Release Rate



Action Needed

First Coast No More Homeless Pet Founded in 2002

Mission: To end the killing of dogs and cats in Duval County shelters, then do the same in surrounding communities and now mentor communities nationwide to do the same.



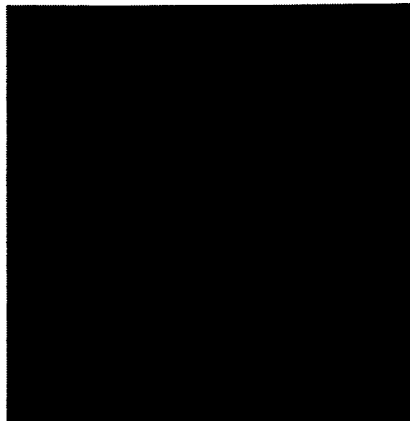
+

Big Solution

Long-term, sustained,
targeted spay/neuter
programs

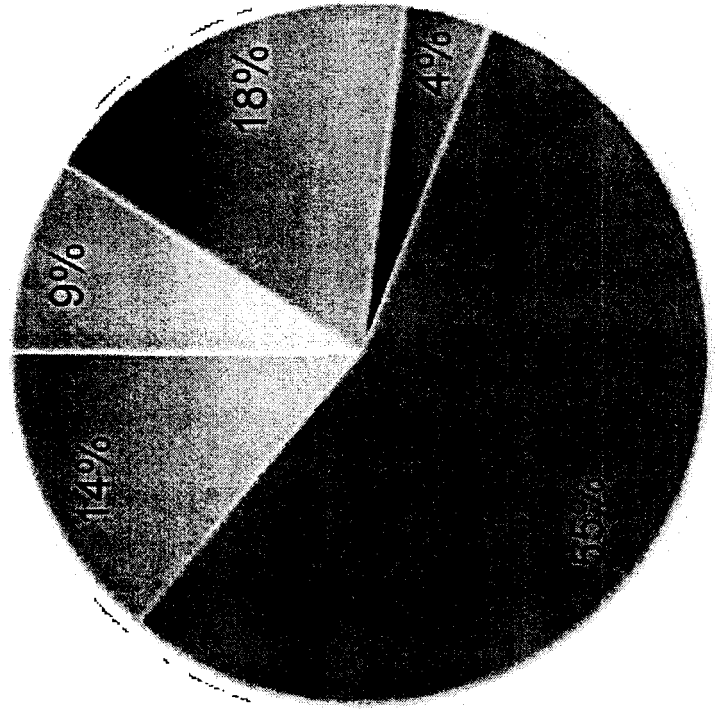
Increasing ongoing shelter
adoptions

Pet retention programs



25,000 Targeted Surgeries Annually

- Low-Cost Programs
- Low-Income Programs
- Pit Bull and Pit-Mix Programs
- Community/Feral Cat Programs
- Geographic Programs



Community Collaboration Crucial

Working Together To

Make Jacksonville, FL

Animal Care & Protective Services
NEVER STRAY FROM HOPE.

JACKSONVILLE Humane Society
generosity breeds joy.

homeless
www.fcpa.org

FIRST COAST

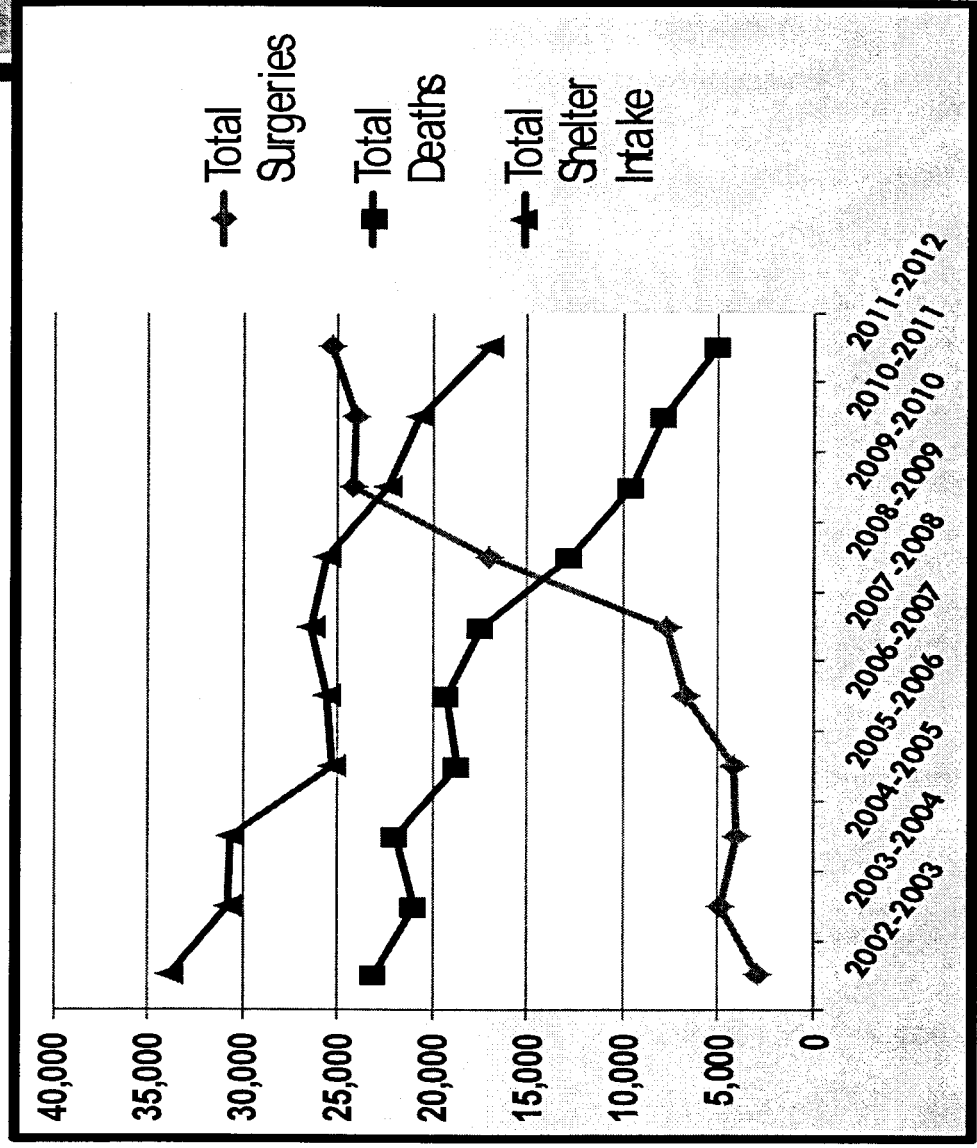
A No Kill Community

Innovative Programs Making A Big Difference

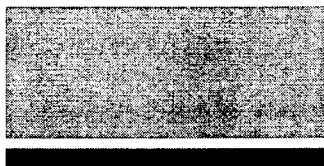
Since 2002,
euthanasia rate
decreased by 78%
in Duval County

This fiscal year,
2,280 animals were
euthanized

82% Live Release
Rate



First Coast No More Homeless Pets
has become **Target Zero, Inc.**



Mission: To get the country to no kill by 2024

Target Zero, Inc.

■ Three Major Programs

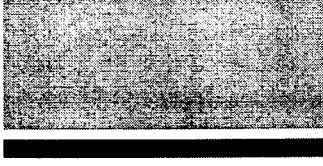
■ First Coast No More
Homeless Pets

■ South Florida No More
Homeless Pets

© Target Zero Institute



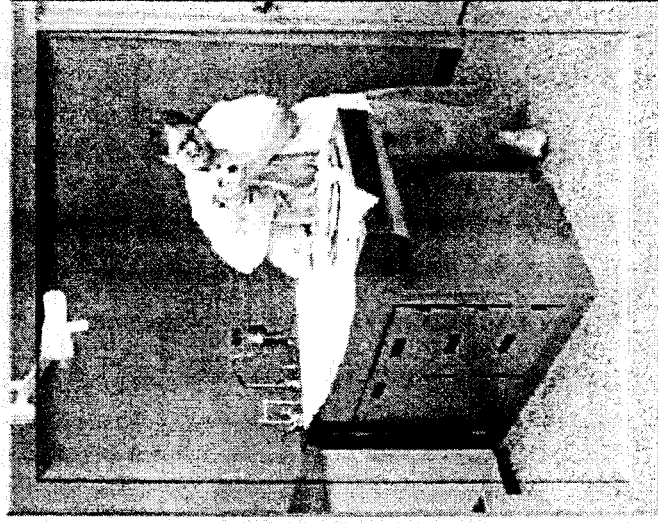
First Coast No More Homeless Pets

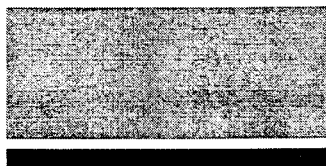
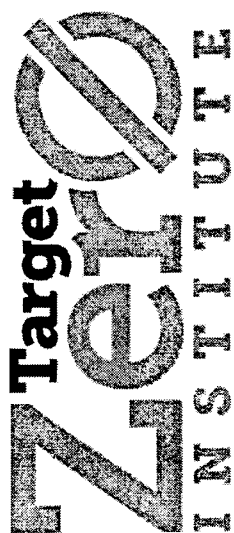


- Leading northeast Florida's no kill movement
- Largest spay/neuter clinic in the country
- 32,000 surgeries for 2014 with 85% targeted
- Feral Freedom shelter-neuter-return programs
- Mega Adoption Events saving hard to adopt animals

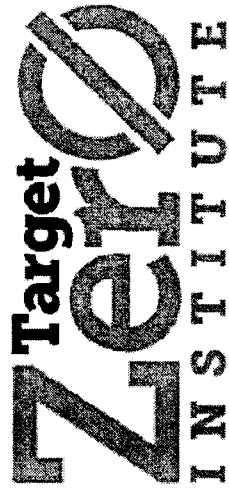
South Florida No More Homeless Pets

- Plans to contract with Miami-Dade Government to run high volume spay/neuter clinic
- Working to put together collaboration to end shelter killing in Miami-Dade County





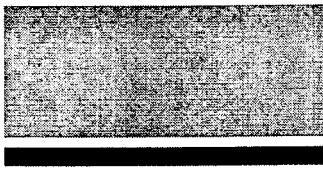
Target Zero Institute was established to assist communities to design and implement comprehensive plans to end the killing of dogs and cats in shelters!



- Organizations nationwide apply for a Fellowship at no cost
- Assessments completed and statistics analyzed to determine where shelter animals are coming from and why
- Comprehensive plans and prioritizing programs are recommended at no cost to the community
- Three years of training with experts in organizational development, medical, revenue generation, government affairs and fiscal management
- Fellows 'pay it forward' to surrounding communities

Focus on Felines

2.5 to 3 Million Cats Die Each Year in US Shelters



Innovative programs and policies are changing the way cats are viewed in communities and we can save them all!

Some include:

- Feral Freedom
- Innovative housing and enrichment protocols
 - Open relationship type adoptions

Target Zero, Inc.

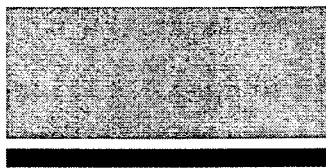
Other Areas of Focus

Mobile Mega Adoption Events
From 4,000 to 40,000 annual adoptions

Too Many Pets—Not Enough Adoptions



Measuring Success of Target Zero Institute



- Since December 2012 results have been tremendous
- Actively working with **six** communities, with others wanting and most importantly needing our support
- Recommendations based on unique needs of each community
- Data has shown live release rates are increasing, proving lives are being saved with our efforts



Waco, Texas

Population of 240,000

City poverty level 21%

Average animal intake
YTD 2013 - 10,200

- Began work December 2012
- Live Release Rate has increased 36% to 69%
- Detailed assessments in all shelters areas
- Assisted in revising animal ordinances, including adding Community Cat Programs
- Implement government funded targeted spay/neuter funds for high volume clinic
- Re-wrote city shelter SOP's, and conducted detailed training for all shelter/city staff
- Working with limited admission shelters to increase turnover and ability to transfer out more animals from the city shelter
- Assisting in grant preparation to outside funders already leveraging \$200K
- Conduct monthly webinars in areas of development and fundraising, along with one-on-one coaching for raising funds

+ Indianapolis, Indiana

Population of 840,000

City poverty level 19%

Average animal intake
YTD 2013-16,000

- Began work April of 2013
- Live Release Rate has increased 55% to 73%
- Detailed assessments in all shelter areas
- Helping to create more humane housing
- Improved data entry and subsequent analysis
- Creating more open adoption policies
- Introduced Feral Freedom program and assisted in ordinance changes to legalize
- Improving health and well-being of shelter population at various locations
- Assisting in coordinated grant preparation to outside funders, already leveraging \$2 million
- Conduct monthly webinars in area of development and fundraising, along with one-on-one coaching for raising funds

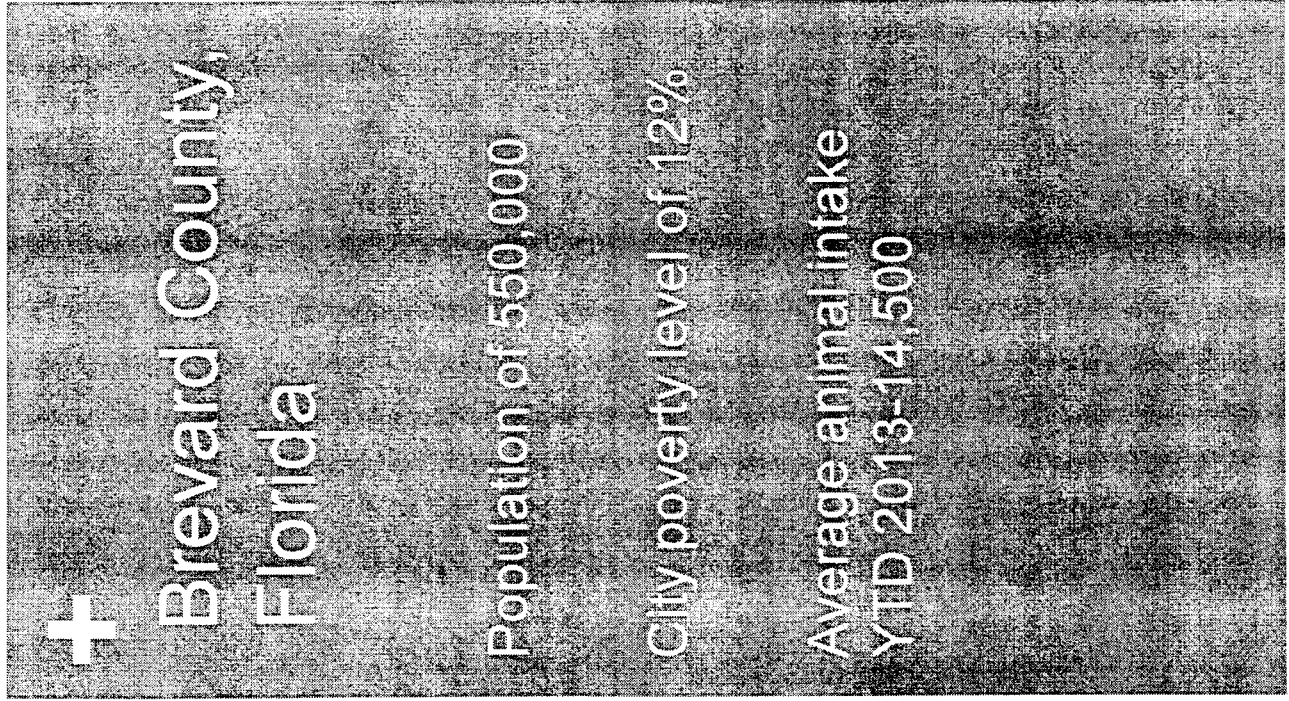
+ Baton Rouge, Louisiana

Population of 240,000

City poverty level of 18%

Average animal intake
YTD 2013-6,000

- Began work March of 2013
- Live Release Rate has increased 51% to 58%
- Detailed assessments in all shelter areas
- Assisted in ordinance changes pertaining to community cat programs – at counsel now
- Improved animal care and housing
- Providing mentorship in area of adoption programs, creating streamlined programs
- Working with limited admission shelters to increase turnover and ability to transfer more animals from city shelter
- Assisting in SOP updates and training of staff
- Assisting in coordinated grant preparation to outside funders, leveraging \$1 million+
- Conduct monthly webinars in area of development and fundraising, along with one-on-one coaching for raising funds



- Began work March of 2013
- Live Release Rate has increased 55% to 72%
- Creating more open adoption policies
- Working closely with city shelter on ordinances and policies to help save lives
- Improving health and well-being of shelter population at various locations
- Assisting in coordinated grant preparation to outside funders, leveraging \$170K
- Detailed assessments in all shelter areas
- Assisted in implementation of mega adoption event, already saving 500+ more lives
- Conduct monthly webinars in areas of development and fundraising, along with one-on-one coaching in this area



Cincinnati, Ohio

Population of 300,000

City poverty level of 27%

Average animal intake as
of 2013 13,000

- Began work November 2013
- Working closely to educate on ordinance policies
- Conducted seminars/trainings in order to better prepare ground work for TZI
- Detailed tours of animal welfare facilities to prepare for initial assessment
- Getting ready to conduct detailed assessments in areas of medical, development and programs
- Working on establishing collaboration team needed to save lives



Pensacola, Florida

Population of 305,000

City poverty level of 17%

Average animal intake as
of 2013 11,500

- Began preliminary work November 2013
- Assisting county with SOP development in areas of EU policy and procedure
- Performed analysis of local animal ordinances
- Detailed tours of animal welfare facilities to begin to prepare initial TZI assessment
- Assisting in area of building collaboration between animal welfare
- Started establishing pet safety net programs

+ Gulfport, Mississippi

Population of 75,000

City poverty level of 20%

Average animal intake as
of 2013 11,000

- Began work November 2013
- Conducted initial visit with animal welfare groups to review TZI process
- Detailed tours of animal welfare facilities to begin to prepare initial TZI assessment
- Performed analysis of local animal ordinances
- Working on strategies to start feral freedom type programs

+ Strategic Seminars

Goal—Initially assess communities with focus on collaboration

Assess desire to become a no kill community—plant seed

Lay ground work for types of programs and best practices TZI will expect of a fellow

- Cincinnati, OH
- Dayton, OH
- Kansas City, KA
- NY, NY
- Nashville, TN
- New Orleans, LA
- Broward County
- Communities around FL

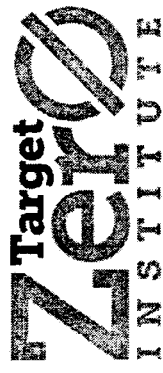


Mobile Mega Adoption Events

Goal: Increase U.S. adoptions by 40,000 or more annually

How: Provide experienced and properly equipped team to effectively handle logistics of **45 Mega Adoption Events**

- Adoption events will work towards finding homes for 750 to 1,000+ normally hard to place pet
- Give communities confidence to undertake large adoption events
- FCNMHP has orchestrated four Mega Adoption Events— finding homes for 3,486 pets, many were those ‘hard to adopt’
- **NEARLY 1,000** pets re-homed at each Mega Adoption event



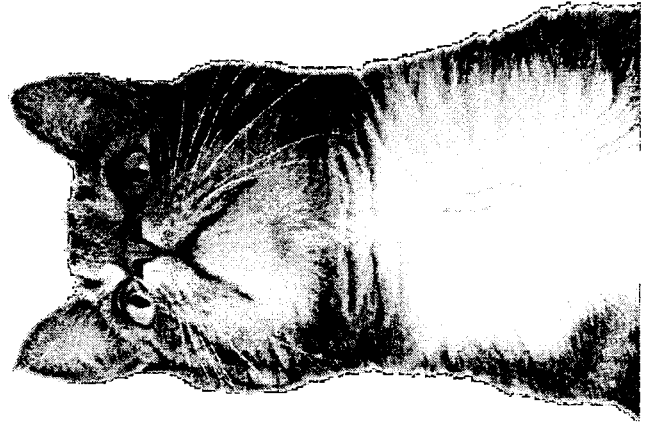
Ten Year TZI Vision

- In late 2012 TZI began working with organizations in communities nationwide
- 2014—2016, 10 additional fellows (organizations) will be added annually
- 2017—2020, 20 additional fellows each year will be added
- In 2020, final groups will be accepted into TZI and will then graduate in 2023

Target Zero, Inc.

Working towards a day when there are
truly no more homeless pets!

www.TargetZeroInstitute.org





Frequently Asked Questions

What is Target Zero Institute (TZI)? TZI is a program of First Coast No More Homeless Pets (FCNMHP) based in Jacksonville, Florida. Through extensive collaborative efforts with FCNMHP, and both public and private animal shelters in Jacksonville, targeted spay/neuter, among other effective life saving programs has resulted in a dramatic decrease in shelter intake and euthanasia.

Why was TZI started? The purpose of TZI is to share knowledge through a hands-on holistic approach gained from the success in life saving initiatives in Jacksonville and other nationally recognized examples of 'best practices' within communities small and large. TZI brings together experts in all areas of animal welfare, to not just tell groups what works, but assessing what is currently being done and then carefully showing/explaining how and why different initiatives can save even more lives.

What is the meaning of the name Target Zero Institute? Target Zero refers to 'zero shelter killing' or essentially a 90% Live Release Rate of community shelter pets.

How does TZI work? TZI accepts applications from communities whose animal welfare agencies are working together. Applications are carefully reviewed and one community is chosen a month. Then a team of experts complete an assessment of all major animal welfare stakeholders and make recommendations regarding local ordinances, intake procedures, animal care, collaboration, fundraising and more, all in an effort to bring the community to a 90% Live Release Rate of all shelter pets.

What is the cost to the community? Due to generous supporters of TZI, currently there is no cost to animal welfare agencies in communities chosen, called 'Fellows'.

Is the assessment the only thing TZI provides? The assessment of the animal welfare community is only the beginning of a three (3) year partnership. TZI serves as the business strategy consultants in all areas of shelter management with the number one goal of keeping animals out of shelters. TZI also works to link organizations with potential funders and tailors services to what is needed in each community. It is not one size fits all, which is what makes TZI needed nationwide to save even more lives.

How are communities selected for a TZI partnership? TZI chooses communities whose animal welfare groups are already collaborating in life saving efforts, in most cases in the population range from 200,000 to 1.5 million. Communities have to be open to complete transparency and discussing plans that involve everyone for success.

Is TZI looking for specific things before choosing a community? TZI selects communities who are willing to try innovative new approaches to saving lives. TZI follows a program pyramid design model, starting at the bottom and working toward the top of the pyramid in order to effectively analyze and strategize on programs to implement in communities.

What types of programs are TZI consultants focused on? The program levels are designed in a pyramid setting with nine (9) levels. Starting at the base they are: shelter and public policy; subsidized income targeted spay/neuter surgeries; solution to community cats in shelters; high volume and other targeted spay/neuter; surrender prevention programs; pet live release programs, subsidized trap-neuter-return; rehabilitation/foster; and kitten/puppy nurseries. When communities can effectively incorporate all levels with success, a target zero community (at least a 90% or better Live Release Rate) can be achieved!

Is there a website where I can learn more? Please visit www.targetzeroinstitute.org.



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-5550

Clerk & Comptroller's Report 14. 1.

BCC Regular Meeting

Consent

Meeting Date: 01/16/2014

Issue: Acceptance of Petition Appealing Contractor Competency Board Decision

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of a Petition Appealing a Contractor Competency Board Decision

That the Board accept, for filing with the Board's Minutes, the *Petitioner/Complainant's Petition for Review of Contractor Competency Board Decision which Improvidently Granted a Stay of Pending Citation Appeal*, appealing the December 11, 2013, decision of the Escambia County Contractor Competency Board to grant a *Motion for Stay* of a pending citation appeal, which was filed with the Clerk's Office on December 31, 2013, via email, by Wayne Mitchell, Esquire, representing Albert McClammy, Complainant/Petitioner.

Attachments

McClammy Appeal of Competency Board Decision



Pam Childers


Clerk of the Circuit Court and Comptroller, Escambia County

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

MEMORANDUM

TO: George Touart, Interim County Administrator

FROM: Pam Childers
Clerk of the Circuit Court & Comptroller

BY: 
Doris Harris
Deputy Clerk to the Board

DATE: January 2, 2014

RE: *Petitioner/Complainant's Petition for Review of Contractor Competency Board Decision which Improvidently Granted a Stay of Pending Citation Appeal*

This is to advise you that on January 2, 2014, the Clerk to the Board's Office received a Petition, via email dated December 31, 2013, from Wayne Mitchell, Esquire, representing Albert McClammy, appealing the Escambia County Contractor Competency Board's December 11, 2013, decision to grant a *Motion for Stay* of a pending citation appeal.

In accordance with Chapter 18, Article II, Division 2, Section 18-59(a), of the Escambia County Code of Ordinances, within 20 days of the filing of the Petition, the Board of County Commissioners (BCC) shall issue an order providing for a notice and time of Hearing on the claim of the Petitioner before the BCC. A **copy** of the Petition is attached, as well as a copy of Mr. Mitchell's email. Please note that Mr. Mitchell requests that this matter not be scheduled for hearing before the BCC until either the February 6 or February 18, 2014, Board Meeting.

Should you require additional information, please contact me by phone at (850) 595-3918 or by email at dharris@escambiaclerk.com.

DCH/
Attachments

pc: Alison Rogers, County Attorney (with attachments)
Kerra A. Smith, Assistant County Attorney (with attachments)
Sue Garrett, Secretary, Contractor Competency Board (with attachments)

ESCAMBIA COUNTY BOARD of COUNTY COMMISSIONERS

IN RE: Duggins Carpet Care, Inc.
Duggins Services and Timothy Duggins

Albert McClammy,
Complainant/Petitioner,

CITATION 2013-7K

**PETITIONER/COMPLAINANT'S PETITION FOR REVIEW OF CONTRACTOR
COMPETENCY BOARD DECISION WHICH IMPROVIDENTLY
GRANTED A STAY OF PENDING CITATION APPEAL**

COMES NOW Homeowner/Complainant, Albert McClammy, by the undersigned pursuant to sec.18-59, Escambia County Ordinances, to appeal a decision of the Contractor Competency Board (CCB), made at its December 11, 2013, meeting. In support, Complainant shows the following:

Factual History In Support of Petition

1. At a December 11, 2013, meeting, the Escambia County CCB granted a Motion for Stay of a citation appeal for citation 2013-7K, which Mr. Duggins filed before that Board (excerpted CCB minutes, agenda item #10, A., attached hereto as Ex. A). The motion was based primarily on the stated reason that Duggins filed a breach of contract suit in county court against Complainant first, which is pending before that court. The request to stay that proceeding was objected to as unwarranted and improper by the Petitioner. Petitioner reaffirms and incorporates all objections to the stay stated in his Response Opposing the Motion for Stay, which should be provided to each Commission member along with a copy of the motion itself by CCB staff per sec. 18-59(b), Escambia County Ordinances.
2. From early October 2012, through early 2013, Duggins Services engaged in work at Homeowner's home, the scope of which included unlicensed/unpermitted work cited by the county in its October 31, 2013 citation (2013-7K). In early January 2013 this "matter" began with the county.
3. On January 3, 2013, Escambia County Building Inspector Robert Kyles issued a cease/desist notice email pending investigation, based on the fact no licensing or permits could be found for Duggins Services to undertake the scope of work being performed at Homeowner's home, after the Homeowner contacted the Building Department with complaints about the work Duggins was doing. On January 31, 2013, a

subsequent email informed Duggins and the Petitioner that a licensed contractor would be required to complete the work. (Email copies attached hereto as Composite Ex. B).

4. Following discussions between the building inspector and the respective parties spanning the next few months, Mr. Duggins then filed a contract court action against the homeowner May 24, 2013, seeking to force payment from McClammy of disputed homeowner proceeds totaling about \$8000, after he was ordered to cease/desist work.

5. On or about May 31, 2013, Inspector Kyles met with the Homeowner and had Mr. McClammy fill out a formal complaint affidavit officially initiating the investigation portion of this matter. The county issued a preliminary "Notice of Violation" against Duggins on June 3, 2013, and the final citation issued October 31, 2013. The appeal process and decision to stay followed accordingly. Thus, this regulatory action was initiated January 3, 2013, and culminated after a formal complaint investigation, with a formal citation. Duggins' contract suit came months after the county initiated regulatory action.

**CCB Stay Decision Denies Homeowner the Protection of Due Process
and the Procedural Rights Required of A Governmental Regulatory Action**

6. In this situation, justice delayed is truly justice denied. Homeowner/Petitioner has suffered direct adverse consequences from the CCB stay decision of having justice denied him now for over a year, resulting in further delay. Now based on the CCB's rationale to grant a stay stated on the record, "...to let the parties work this out in court" (of litigating the issues of whether there are violations as charged) the additional grievance of cost and burden is placed on the Petitioner. This means the homeowner/Petitioner has to both defend against Duggins' vigorously contested contract action, while concomitantly being made to prosecute/prove up violations of the county issued citation before the wrong forum in a civil contract action in county court, while the county regulatory action before the CCB is stayed. That is an absurd requirement for a local government regulatory entity to place on a victimized private citizen, which deprives any such victimized citizen the regulatory protection of the governmental action, and violates the fundamental due process of law which is required of such regulatory actions.

Memorandum of Law In Support of Petition

7. The determination and enforcement of what contractor activity requires a license/permit is an inherent delegated power of the governmental agency given jurisdiction over such issues by the legislature. For example, sec. 489.127(5), Florida Statutes provides:

489.127 (5) Each county or municipality may, at its option, designate one or more of its code enforcement officers, as defined in chapter 162, to enforce, as set out in this subsection, the provisions of subsection (1) and s. 489.132(1) against persons who engage in activity for which a county or municipal certificate of competency or license or state certification or registration is required.

(a) A code enforcement officer designated pursuant to this subsection may issue a citation for any violation of subsection (1) or s. 489.132(1) whenever, based upon personal investigation, the code enforcement officer has reasonable and probable grounds to believe that such a violation has occurred

(d) The act for which the citation is issued shall be ceased upon receipt of the citation; and the person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within 10 days of receipt of the citation, exclusive of weekends and legal holidays, request an administrative hearing before the enforcement or licensing board or designated special magistrate to appeal the issuance of the citation by the code enforcement officer.

1. Hearings shall be held before an enforcement or licensing board or designated special magistrate as established by s. 162.03(2), and such hearings shall be conducted pursuant to the requirements of ss.162.07 and 162.08.

8. In this case the county building official and competency board are the governmental entities vested with pre-emptive primary jurisdiction over such issues, not a county court. A judge/jury of laymen in a court contract action are not the proper forum for a decision on what activity by a contractor does/does not require license/permitting within a local area. In fact, even the state construction regulatory agency defers to the primary authority for building construction violation issues when the appropriate county enforcement entity is investigating such a matter (See Ex. C, DBPR closure letter deferring jurisdiction to the Escambia County Building Dept. in this matter).

9. This honorable County Commission in the wisdom of past legislation and governance has in fact fully exercised its authority to establish pre-emptive primary jurisdiction over such issues pursuant to sections 125.01, 125.56, Florida Statutes, Sec. 14, Escambia Building Code Ordinance, and specifically adopted due process requirements required by law for enforcement action and appeal hearings when requested. See sections 162.05, 162.06, 162.07, Florida Statutes, and Sections 14, 18 and 30, Escambia County Ordinances.

10. The stay of the county's enforcement action appeal at additional cost and burden to the homeowner is clearly improper in this situation; the stay circumvents the county's own required procedural requirements, penalizes the complainant instead of the charged

violator, and deviates from the due process of law required of such regulatory actions. It is improper for the CCB to “wait and let the parties work all that out in court....”.

11. A concern presented in support of the stay was that Mr. Duggins may have to try the citation issues twice—before the CCB hearing and in the court action. That is incorrect. If the competency board affirms the citation, the county court will be asked to recognize and defer to that decision on that related issue, and it will not be a subsidiary issue to be tried again. Mr. Duggins’ contract breach action is not at all the same issue as involved in the county’s citation issued against him. There is no valid legal basis for granting of such a stay based on some notion that the contract breach issues and the citation issues are identical. They are not. In fact, the county court will only be able to note that a citation was issued, and the appeal stayed, without the benefit of the finality of the enforcement action before the court. The court will be required to defer that finding under authority granted to the CCB and county, or will be asked to stay its action by motion or writ of certiorari/mandamus review, until this matter is properly resolved before the county accordingly. It is an endless cycle which needs to be resolved.

12. The issue of a county building code violation is properly resolved before the CCB administrative appeal hearing, while the distinct issue of a breach of contract and counter-claim is distinct and only proper within the court filed in. To this effect, see **State Dep’t of Transportation v. Gary**, 513 So. 2d 1338 (Fla. 1st DCA 1987), (attached as Ex.D) in which the first district court of appeal lifted a circuit court’s stay of an administrative appeal hearing, and ordered the administrative appeal hearing to be conducted as the proper route of appeal provided by law in a similar situation where a contractor was suspended for delinquent contract performance by DOT. DOT provided an administrative route of appeal as required on the delinquent performance/suspension determination, while the contractor simultaneously filed a contract suit against DOT in circuit court alleging DOT caused delinquent performance leading to the breach. The contractor initially got the court to stay the administrative appeal hearing, claiming issues were the same and that the court should be the forum to hear the issues by right to a jury trial. The order to stay the administrative hearing was found to be error, and an abuse of discretion by the appeals court. That is the situation here in that the stay of the citation appeal hearing process is improper notwithstanding the filing of a contract suit against the complainant/petitioner by the charged violator. The issues/findings in each respective forum are simply not identical, though some issues intersect tangentially and

in fact are more dependent upon the proper finding of a code violation before the county first.

13. Moreover, the stay of the citation appeal so the CCB can wait on violation findings from the violator's pending civil suit is tantamount to the county's legislative/executive branch delegating inherent ministerial duties upon the judicial branch. This runs afoul of the separation of powers conferred by the state and federal constitutions. Under constitutional separation-of-powers provisions, laws are enacted by the legislature, administered by the executive and interpreted by the judiciary. The legislative/executive agencies of government cannot delegate their own inherent duties and powers to the judicial branch. **Mistretta v. United States**, 488 U.S. 361, 109 S. Ct. 647, 102 L. Ed. 2d 714 (1989); **Conner v. Joe Hatton, Inc.**, 216 So.2d 209, 210 (Fla.1968). Pre-emptive primary authority over building code enforcement actions exercised by the CCB are conferred upon it by the legislature and County Commission. It is an improper act of delegation of that authority for the CCB to defer to a county court's finding/decision on code citation violation issues while the citation appeal is properly before the CCB as the administrative route of appeal provided by law. The charged violator should be required to exhaust all administrative remedies of appeal to finality, before resorting to judicial review of executive branch regulatory findings.


Conclusion

WHEREFORE, it is respectfully requested that the Board grant a hearing in early to mid-February 2014 for review, and subsequently direct the CCB to lift the improvident stay of this citation appeal proceeding, and cause Mr. Duggins/Duggins Services, to proceed to hearing before that Board as the proper forum/process provided by law for a determination on the citation issues re: unlicensed/unpermitted work by Duggins in Escambia County, Florida at homeowner's residence.

I HEREBY CERTIFY that a copy of this petition has been served on the following via email, pursuant to Rule 2.516, on this 31st day of December, 2013:

Keith W. Weidner
Primary: kweidner@twwlawfirm.com
Secondary: dmason@twwlawfirm.com
Stephen R. Moorhead
srmoorhead@pensacolalaw.com
Attorneys for Plaintiff

Respectfully submitted,


Wayne Mitchell, Esq.
Fla. Bar # 869414
6781 Augustine Creek CT
Tallahassee, FL 32311
(850) 567-0555

Index to Exhibits

- Exhibit A: Excerpt: CCB minutes December 11, 2013 Meeting, agenda item #10.A.
- Exhibit B: Email copies of cease/desist from County Inspector Kyles to Mr. Duggins in January 2013 (Composite)
- Exhibit C: DBPR closure letter deferring jurisdiction to the Escambia County Building Dept. in this matter, September 17, 2013.
- Exhibit D: **State Dep't of Transportation v. Gary**, 513 So. 2d 1338 (Fla. 1st DCA 1987).

MINUTES

Escambia County CONTRACTOR COMPETENCY BOARD December 11, 2013

Present: Vice Chairman John Matthews
Victor Wallace
Mike Batchelor
Sam Menezes
Trice Dukes
David Schwartz
Leroy White
Verris Magee
James Reynolds

Absent: Chairman James Lee

Staff Present: Sue Garrett, Secretary
Ryan Ross, Assistant County Attorney

Attendees: Kerra A. Smith, Assistant County Attorney
Kathy Peterson, BID Admin Supervisor
Robert Kyles, Senior BID Investigator
Deb Asplund, BID Investigator
Ron McGlothren, Chief Building Inspector
T. A. Boroski, Jr., Esq.
Lewis "Bo" Harper, Esq.
Stephen Moorhead, Esq.
Keither Weidner, Esq.
Fred Watson
Christine Gary
William Gulsby
Matthew S. Caldwell, Applicant/Contractor
Ms. Adelia Wilson
Robert Pettry, Contractor
Timothy Stout, Applicant/Contractor
Jarrett Edward Jackson, Applicant/Contractor
Albert McClammy, Homeowner/Complainant
Richard J. Muckey, Jr.
Gerald M. Palmer
Raymond Palmer

1. Call to Order - Vice Chairman Matthews called to order the regular meeting of the Escambia County Contractor Competency Board at 9:00 a.m. on Wednesday, December 11, 2013, in Room 104 of the Central Office Complex.

2. Determination of Quorum - Vice Chairman Matthews confirmed a quorum of members were present.

3. Proof of Publication - Vice Chairman Matthews, upon inquiry, confirmed the meeting date and time was properly advertised in then Pensacola News Journal on December 7, 2013.

4. Approval of Minutes: October 9, 2013

Motion made by James Reynolds, Seconded by Leroy White to approve the October 9, 2013 Contractor Competency Board Meeting Minutes as prepared by the Board Secretary.

Vote: 9 - 0

5. Public Forum - No speakers present.

6. Board Secretary Status Report:

The Board Secretary announced that she had no report at this time and deferred to Ryan E. Ross, Assistant County Attorney. Mr. Ross informed Members this would be his last meeting as he has been reassigned to the Planning Board. Members expressed their appreciation to Mr. Ross for his assistance through the years. Mr. Ross introduced Kerra A. Smith, Assistant County Attorney, who is now assigned to the Contractor Competency Board. Ms. Smith briefly addressed Board Members who welcomed her.

7. Old Business

A. Members received an Information Report from Staff regarding the status of previous disciplinary action against HAFDIS B. WRIGHT, Certificate of Competency License No.: RR0186. Mrs. Wright has been issued a Notice to Appear for the Contractor Competency Board Meeting to be held on January 8, 2014 for failure to comply with the Board's Orders.

B. Richard J. Muckey, Jr. was present regarding his Application For Reciprocity (General Contractor) approved on September 11, 2013, contingent upon applicant submitting additional Experience Verification Form.

Motion made by Sam Menezes, Seconded by Leroy White to accept the additional experience verification affidavit received on behalf of Richard J. Muckey, Jr. and approve Reciprocity from Santa Rosa County as a General Contractor.

Vote: 9 - 0

- A. COMPLAINT: WILLIAM L. GULSBY vs. ROBERT G. PETTRY and PETTRY PLUMBING AND GAS (Contractor Competency License No.: MP0268). William Gulsby and Robert G. Pettry were present.

Motion made by James Reynolds, Seconded by Leroy White to dismiss the Complaint as filed by William L. Gulsby against Robert G. Pettry and Pettry Plumbing and Gas, upon finding no cause exists for further disciplinary action, and after deliberation of information provided by each party and comment from BID Investigation staff that no building code violation existed.

Vote: 8 - 1

10. HEARINGS:

- A. **HEARING - MOTION FOR STAY** FILED ON BEHALF OF TIMOTHY L. DUGGINS/DUGGINS CARPET CARE, INC.
RE: CITATION 2013 7K/COMPLAINT NO.:UN130500203/TIMOTHY L. DUGGINS/DUGGINS CARPET CARE INC.
UNLICENSED CONTRACTING, F.S. 125.26 (1 CT); UNLICENSED CONSTRUCTION, F.S. 489.127 (1 CT ELECTRICAL; 1 CT PLUMBING; 1 CT INSULATION); and
HOMEOWNER/COMPLAINANT'S RESPONSE OPPOSING RESPONDENT/APPELLANT'S MOTION FOR STAY FILED ON BEHALF OF ALBERT McCLAMMY, HOMEOWNER/COMPLAINANT, JOB LOCATION: 13211 LILLIAN HIGHWAY, PENSACOLA, FL
Stephen Moorehead, Esq. and Keith Weidner, Esq., Counsel for Timothy L. Duggins were present. Albert McClammy, Homeowner/Complainant, was present. Mr. McClammy's counsel, Wayne Mitchel, Esq., was not present due to a conflict.

Motion made by James Reynolds, Seconded by Sam Menezes to approve the Motion for Stay until the disposition of the County Court case is made known to the Contractor Competency Board.

Vote: 7 - 2

- B. **HEARING:** GERALD MOSHE PALMER, CITATION 2013 6K / COMPLAINT NO.: UN130800348 (UNLICENSED CONTRACTING, F.S. 489.127 (1 CT); UNPERMITTED CONSTRUCTION, F.S. 125.56 (1 CT)
JOB LOCATION: 1013 WATERFORD LANE, PENSACOLA, FL 32514

Mr. Palmer was present with counsel, T. A. Borowski, Jr., Esq. and Lewis "Bo" Harper, Esq. Ms. Christine Gary, Homeowner/Complainant was also present.

Motion made by James Reynolds, Seconded by Victor Wallace to dismiss Citation No.: 2013 6K / Complaint No.: UN130800348, after deliberation of sworn testimony given in this matter and upon a finding that no cause exists for further disciplinary action against Gerald M. Palmer.

Vote: 7 - 2

XFINITY Connect

wayne.mitchell09@comcast.net

± Font Size ±

Fwd: Fwd: 13211 LILLIAN HWY

From : aleemcc@cox.net

Thu, Jan 31, 2013 11:34 PM

Subject : Fwd: Fwd: 13211 LILLIAN HWY

1 attachment

To : wayne mitchell09 <wayne.mitchell09@comcast.net>

--
Lee McClammy

> Date: Thu, 3 Jan 2013 13:51:06 -0500
> From: <peggymcc@cox.net>
> To: aleemcc@cox.net
> Subject: Fwd: 13211 LILLIAN HWY
>
>
> > From: Robert Kyles <RKYLES@co.escambia.fl.us>
> > To: "peggymcc@cox.net" <peggymcc@cox.net>
> > Date: Thu, 3 Jan 2013 09:05:14 -0600
> > Subject: 13211 LILLIAN HWY
> >
> > All construction at subject address is to cease and desist until licensing confirmation has been completed for Duggins LLC. Contact me with questions.
> >
> > [cid:image001.png@01CDE991.710CB3C0]
> > Robert Kyles, Jr.
> > Investigator, #984
> > Development Services Department
> > Licensed and Unpermitted
> > Investigations Division
> > 3363 West Park Place, Pensacola, FL 32505
> > (850)595-3566 (desk) or (850)554-0656 (cell)
> > Email: rkyles@co.escambia.fl.us (850)595-3401 (fax)
> >
> > Click here to visit us online for fillable required forms or request inspections using our online services:
> >
> > <http://www.zoomerang.com/Survey/WEB22FASXK48EY>
> >
> >
> > Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



image001.png
13 KB

EX-A

From: Robert Kyles <RKYLES@co.escambia.fl.us>
To: "tduggins@dugginsservices.com" <tduggins@dugginsservices.com>,
"lmitchell@dugginsservices.com" <lmitchell@dugginsservices.com>
CC: Amru Meah <ameah@co.escambia.fl.us>, "aleemcc@cox.net" <aleemcc@cox.net>
Date: Thu, 31 Jan 2013 10:55:57 -0600
Subject: 13211 LILLIAN HWY

> >

> > Further investigation has revealed that replacement vice repair at subject property has occurred and will require a licensed contractor.

> >

> > Per our conversation today, Duggins Services agrees not to return to subject property. A licensed contractor will obtain necessary permitting for sheetrock and insulation installation no later than February 5, 2013. Licensed contractor will complete repairs and call for final inspection no later than February 15, 2013.

> >

> > Mr. Duggins please confirm receipt of this email

> >

> > [cid:image002.png@01CDFFA1.8C4804C0]

> > Robert Kyles, Jr.

> > Investigator, #984

> > Development Services Department

> > Licensed and Unpermitted

> > Investigations Division

> > 3363 West Park Place, Pensacola, FL 32505

> > (850)595-3566 (desk) or (850)554-0656 (cell)

> > Email: rkyles@co.escambia.fl.us (850)595-3401 (fax)

> >

> > Click here to visit us online for fillable required forms or request inspections using our online services:

> >

> > <http://www.zoomerang.com/Survey/WEB22FASXK48EY>

> >

> >

> >

> > _____
> > Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Ken Lawson, Secretary

Rick Scott, Governor

September 17, 2013

Mr. Albert McClammy
13211 Lillian Highway
Pensacola, FL 32506

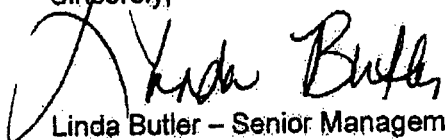
Dear Mr. McClammy:

Thank you for your recent complaint regarding Mr. Timothy Duggins of Duggins Services. Your complainant was received on May 30, 2013, reviewed on June 7, 2013 and case number 2013-023986 was assigned. Your complaint was forwarded to the Ft. Walton Regional Office where an investigation was conducted.

The department is very concerned about unlicensed activity and we take various steps in helping to combat this problem. When unlicensed activity is found the Department usually issues a Notice to Cease & Desist, a Citation, or conduct an investigation and refers the matter for criminal prosecution. During our investigation we determined the Escambia County Building Department already begun an enforcement action against Mr. Duggins, therefore we closed our case.

I hope this information is helpful and thank you for the opportunity to address your concerns.

Sincerely,



Linda Butler – Senior Management Analyst II
DBPR/Division of Regulations
1940 North Monroe Street
Tallahassee, FL 32399
Phone: 850.488.6603 Fax: 850.921-2124

Cc: Mr. Wayne Mitchell, Esq.
6781 Augustine Creek Ct.
Tallahassee, FL 32311

STATE, DEPT. OF TRANSP. v. GARY No. 87-538.

513 So.2d 1338 (1987)

STATE of FLORIDA, DEPARTMENT OF TRANSPORTATION, Petitioner,
v.
William L. GARY, Circuit Judge, Second Judicial Circuit, and Wilkinson & Jenkins Construction Co., Inc.,
Respondents.

District Court of Appeal of Florida, First District.

October 7, 1987.

Rehearing Denied November 13, 1987.

Thomas H. Bateman, III, Gen. Counsel, and Franz Eric Dorn, Dept. of Transp., Tallahassee, for petitioner.

Patricia H. Malono and Joseph W. Lawrence, II, of Cummings & Lawrence P.A., Tallahassee, and Robert A. Butterworth, Atty. Gen., and Walter Meginnis, Asst. Atty. Gen., Tallahassee, for respondents.

WIGGINTON, Judge.

The Department of Transportation (DOT) petitions for a writ of prohibition or, in the alternative, writ of certiorari seeking review of an interlocutory order entered by respondent Circuit Judge William L. Gary granting the motion to stay administrative proceedings filed by respondent Wilkinson & Jenkins Construction Co., Inc. (Wilkinson & Jenkins). After reviewing the petition and Wilkinson & Jenkins' response to this Court's order to show cause, and after hearing oral argument in the case, we deem the proper avenue for relief is by way of DOT's petition for writ of certiorari and hold that the trial court departed from the essential requirements of law by staying the administrative proceedings.¹

The controversy began on April 16, 1987, when DOT issued its final notice of intent to suspend Wilkinson & Jenkins' certificate of qualification due to unsatisfactory work progress on a state road project in Palm Beach County. On April 28, 1987, Wilkinson & Jenkins requested a hearing on DOT's proposed determination of delinquency pursuant to section 337.16(1)(b), Florida Statutes. The hearing was ultimately set for June 8, 1987.

However, on May 27, Wilkinson & Jenkins filed a complaint and demand for jury trial in the Second Judicial Circuit seeking compensatory damages and a declaratory judgment based on an alleged breach of contract by DOT arising from the same Palm Beach County road project. The essence of the complaint alleged that DOT delayed the project causing damages to Wilkinson & Jenkins. On the same day, Wilkinson & Jenkins filed in the circuit court and with the administrative hearing officer motions for stay of the administrative proceedings. In the motions, Wilkinson & Jenkins alleged that the circuit court had exclusive jurisdiction of the breach of contract action and that the administrative

delinquency proceeding would cover some of the same issues as would be determined in the civil action. Consequently, Wilkinson & Jenkins maintained that the prosecution of the administrative hearing would collaterally estop the relitigation in the circuit court of those factual issues and would result, therefore, in a loss of Wilkinson & Jenkins' right to a jury trial. Additionally, Wilkinson & Jenkins argued that the hearing officer's determination of crucial factual and legal issues, using a standard of proof and procedures different from those applied in the circuit court, would preclude the court from exercising its primary and exclusive jurisdiction over the breach of contract suit.

DOT responded by arguing that the administrative proceeding was filed first and would provide an adequate remedy to Wilkinson & Jenkins. Also, DOT argued that the circuit court did not have the exclusive jurisdiction of the matters raised in the administrative proceeding, and that pertinent statutes and administrative rules afforded Wilkinson & Jenkins the right to have an administrative hearing.

On June 3, 1987, the hearing officer issued an order denying the motion for stay. However, on June 4, the circuit court granted the motion to stay based on the finding that the parties' proceeding forward with the administrative hearing would deny Wilkinson & Jenkins "their right to a jury trial in its breach of contract action."

After giving due consideration to all the arguments presented by the parties, it is apparent that the fundamental underpinning of the circuit court's order is the presumption that the hearing officer's findings of fact would be conclusive in the civil proceeding due to the application of the principle of collateral estoppel. It is true that collateral estoppel has been used to bar relitigation of issues in a civil proceeding after they have once been adjudicated in an administrative proceeding. Compare *DeBusk v. Smith*, 390 So.2d 327 (Fla. 1980); *United States Fidelity & Guaranty Co. v. Odoms*, 444 So.2d 78 (Fla. 5th DCA 1984); *Jet Air Freight v. Jet Air Freight Delivery, Inc.*, 264 So.2d 35 (Fla. 3d DCA), cert. denied, 267 So.2d 833 (Fla. 1972). However, collateral estoppel requires "that the issue in the second action that is sought to be estopped from relitigation be identical to necessary and material issues resolved in the first suit." *Seaboard Coast Line Railroad Company v. Cox*, 338 So.2d 190 (Fla. 1976). (Emphasis added.) Thus, it is incumbent on Wilkinson & Jenkins to demonstrate that the necessary and material issues to be resolved in the administrative proceeding will be identical to those in the breach of contract action. To that end, Wilkinson & Jenkins maintains that the two issues identical to both proceedings are (1) whether Wilkinson & Jenkins was delayed in its performance of the project by factors beyond its control; and (2) whether Wilkinson & Jenkins expended its best efforts in a diligent attempt to complete the job on time, and was delayed through no fault of its own.

Clearly, those issues are necessary and material to the resolution of the administrative proceeding. Under section 337.16(1), a contractor shall not be

qualified to bid on a project when an investigation by DOT discloses that the contractor is "delinquent" on a previously awarded contract. In such case, the contractor's certificate of qualification shall be suspended or revoked. Section 337.16(1)(a) defines delinquency as meaning unsatisfactory progress being made on a construction project or the expiration of the allowed contract time under circumstances when the contract work is not complete. Rule 14-23.001(3)(c)2., Florida Administrative Code, provides that

[i]t shall be an absolute defense to a charge of delinquency when the contractor can demonstrate that he has expended his best efforts in a diligent attempt to complete the job on time or in an expeditious manner, and was delayed through no fault on his part... . However, a finding that a contractor did not have sufficient personnel, equipment and finances to complete a job in a timely manner shall be prima facie evidence that the contractor was at fault and therefore delinquent....

On the other hand, section 337.19, Florida Statutes, allows for suits at law and in equity to be brought and maintained by and against DOT on any claim under contract for work done. In its civil action brought under that statute, Wilkinson & Jenkins alleged, *inter alia*, that DOT delayed the project causing damages to Wilkinson & Jenkins.

Thus, it can be seen that the hearing officer would ultimately find either that Wilkinson & Jenkins was delinquent for purposes of section 337.16, or that Wilkinson & Jenkins had expended its best efforts and was not at fault. Those alternative findings, however, do not necessarily equate with the necessary and material issues to be resolved in the breach of contract action regarding DOT's alleged fault, nor were the parties able to articulate identical issues. Based on the record before us,² it is simply too speculative to assume that collateral estoppel will bar relitigation in the civil action; thus, there was no basis on which the trial court could have properly predicated a conclusion that the going forward with the administrative proceeding would deny Wilkinson & Jenkins any right it may have to a jury trial in its breach of contract action.

Accordingly, we grant DOT's petition for writ of certiorari and quash the circuit court's order staying the administrative proceeding. The administrative proceeding shall be allowed to continue.

JOANOS and ZEHMER, JJ., concur.

FootNotes

1. Judge Gary declined to respond on the merits on the basis that he has no personal interest in the disposition of this case, and, as trier of fact, does not wish to become an advocate by so responding. Instead, Judge Gary indicated his intent to rely on the real parties in interest to respond on the merits.

Doris Harris

From: WAYNE.MITCHELL09 [wayne.mitchell09@comcast.net]
Sent: Tuesday, December 31, 2013 3:03 PM
To: dharris@escambiaclerk.com
Cc: gsgarret@co.escambia.fl.us; srmoorhead@pensacolalaw.com; kasmith1@co.escambia.fl.us; kweidner@twwlawfirm.com; dmason@twwlawfirm.com; RKyles@co.escambia.fl.us
Subject: BCC Petition for Review: Stay of Citation Appeal 2013-7k
Attachments: Duggins.Petr.Review.BCC.scan2013.12.31.pdf

Dear Clerk for the County Commission Doris Harris: Please find attached a Petition For Review appealing a decision to stay a proceeding (citation 2013-7K) made by the Contractor Competency Board at its December 11, 2013 meeting. Due to existing schedule obligations, my client and myself respectfully request that this matter not be docketed for a hearing before the full Commission until either the February 6, or Feb. 18, 2014, meeting of the full commission. Thanks for processing this filing, and I would appreciate it if you could verify receipt of this via a reply. I am also copying the BCC staff and attorneys of record. Appreciate your assistance, and hope all you good folks have a Happy New Year, 2014.

Wayne Mitchell, Esq.
Tele: 850.567.0555

"What is defeat? Nothing but education; nothing but the first step to something better."

- Wendell Phillips Lawyer, Slavery Abolitionist



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-5532

Clerk & Comptroller's Report 14. 2.

BCC Regular Meeting

Consent

Meeting Date: 01/16/2014

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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 2, 2014; and

B. Approve the Minutes of the Regular Board Meeting held January 2, 2014.

Attachments

Agenda Work Session Report January 2, 2014

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JANUARY 2, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 10:30 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Alison Rogers, County Attorney
Larry M. Newsom, Assistant County Administrator
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., January 2, 2014, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter reviewed the agenda cover sheet;
 - B. Susan Woolf, General Counsel to the Clerk, reviewed the Clerk's Report;
 - C. Horace Jones and County Attorney Rogers reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, County Attorney Rogers, Keith Wilkins, Timothy "Tim" Day, Larry M. Newsom, and Thomas "Tom" Turner reviewed the County Administrator's Report; and
 - E. County Attorney Rogers, Amy Lovoy, Gordon Pike, and Brett Whitlock reviewed the County Attorney's Report.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5566

Growth Management Report 14. 1.

BCC Regular Meeting

Public Hearing

Meeting Date: 01/16/2014

Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County Comprehensive Plan 2030

From: Horace Jones, Interim Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County Comprehensive Plan 2030.

That the Board of County Commissioners (BCC) review an Ordinance adopting a text amendment to the Escambia County Comprehensive Plan 2030, for transmittal to the Department of Economic Opportunity (DEO), with this hearing serving as the first of two required Public Hearings.

At the January 7, 2014, Planning Board meeting, the Board recommended approving transmittal to DEO.

BACKGROUND:

The Board of County Commissioners directed staff to review, update and bring the Comprehensive Plan 2030 into compliance with the current Federal and State rules and regulations.

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 transmittal of the document to State agencies for review, comments and approval, prior to adoption by the Board. Once authorization is received from the State agencies, the BCC will hold a second Public Hearing for adoption of the Plan.

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

Comprehensive Plan 2030 Draft

Matrix

Draft Ordinance

Clean Copy Ordinance

January 9, 2014

DRAFT

**ESCAMBIA COUNTY
COMPREHENSIVE PLAN**

2030

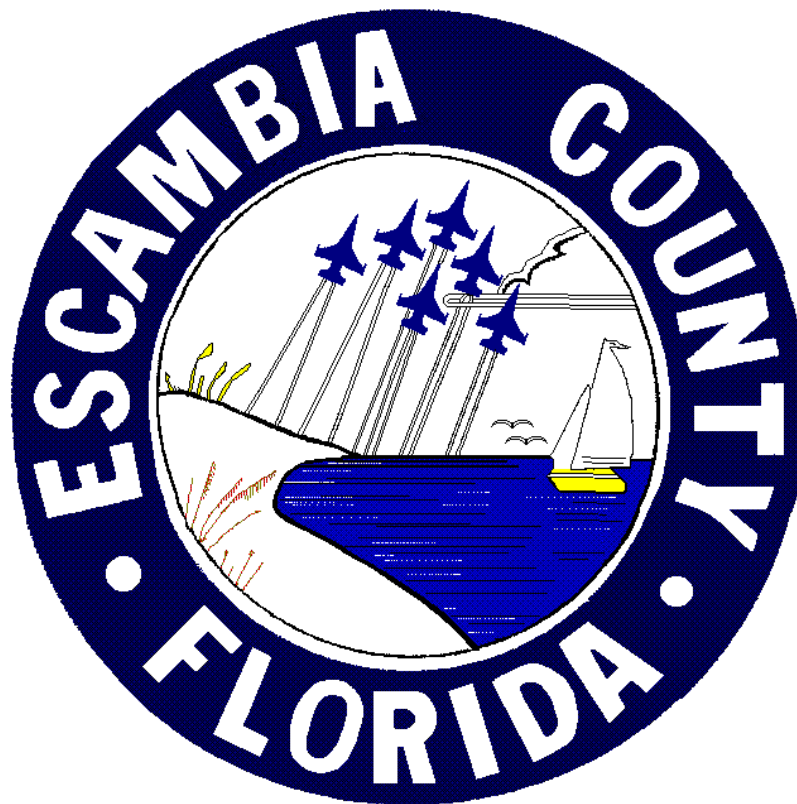


Table of Contents

Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended, is further amended to read as set forth on the following pages attached hereto, which includes the following chapters:

- Chapter 1: Legal
- Chapter 2: Administration
- Chapter 3: Definitions
- Chapter 4: Public Participation
- Chapter 5: General Requirements
- Chapter 6: Concurrency Management System
- Chapter 7: Future Land Use
- Chapter 8: Mobility
- Chapter 9: Housing
- Chapter 10: Infrastructure
- Chapter 11: Coastal Management
- Chapter 12: Conservation
- Chapter 13: Recreation and Open Space
- Chapter 14: Intergovernmental Coordination Element;
- Chapter 15: Capital Improvement Element;
- Chapter 16: ~~Public Schools Facilities Element~~ Escambia County Optional Sector Plan

1 **Chapter 1 Legal.**

2
3 **Section 1.01 Title.**

4 This ordinance shall be known as the "Escambia County Comprehensive Plan:
5 2030". Additionally, the Escambia County Comprehensive Plan will be referred to
6 as "The Plan."

7
8 **Section 1.02 Jurisdiction.**

9 The lands subject to this ordinance shall include all unincorporated areas of
10 Escambia County.

11
12 **Section 1.03 Intent.**

13 It is the intent of this Plan to provide orderly growth management for those areas
14 identified in Section 1.02 above. This ordinance is not intended to terminate
15 growth but rather to provide mechanisms for growth management in order to
16 serve the citizens, visitors and property owners of Escambia County.
17 Implementation of this ordinance is designed to maintain and improve the quality
18 of life for all citizens of the county.

19
20 The Board of County Commissioners of Escambia County finds that the goals,
21 objectives, policies and regulations set forth hereunder are a necessary and
22 proper means for planning and regulating the development and use of land in the
23 county and for otherwise protecting and promoting the public health, safety, and
24 general welfare of its citizens. It is the intent of this Comprehensive Plan to set
25 general guidelines and principles concerning its purposes and contents and that
26 this Plan shall be construed broadly to accomplish its stated purposes and
27 objective.

28
29 **Section 1.04 Effect on previous plan.**

30 This Comprehensive Plan supersedes and replaces the Escambia County
31 Comprehensive Plan, which was adopted by the Board of County
32 Commissioners on October 20, 1993, as amended.

Chapter 2 Administration.

Section 2.01 Local Planning Agency.

(1) The Escambia County Planning Board is hereby established by the Board of County Commissioners (BCC) of Escambia County as the Local Planning Agency (LPA).

(2) Duties: The duties of the LPA ~~shall~~ will be as specified in ~~Section-163.3174,~~ Florida Statutes, and include:

- a. ~~Be responsible for the preparation of~~ Prepare the plan and make recommendations to the BCC regarding the adoption of the plan;
- b. Monitor the effectiveness and status of implementation of the comprehensive plan and recommend to the BCC any changes in the plan that may, from time to time, be required;
- c. ~~Monitor, review and prepare periodic reports required by Section-163.3191, Florida Statutes, including regular assessments of the plan; and preparation of the evaluation and appraisal report on the plan;~~
- d. Review any proposed land development regulations, codes or amendments thereto and make recommendations to the BCC as to the consistency of proposed regulations, codes, or amendments with the Comprehensive Plan;
- e. Perform any other function, duty, or responsibility assigned to it by the BCC or by general or special law; and,
- f. Additional duties and responsibilities may be placed upon the LPA by inclusion of such duties and responsibilities within the Land Development Code (LDC).

(3) Resources: The LPA may utilize any resources provided it by the BCC in furtherance of their duties and responsibilities. These resources may include, but are not limited to, the facilities and equipment of the County; temporary assignment of employees; utilization of County committees, boards or authorities, consultants, persons, or entities to prepare or assist in the preparation of the Plan; and amendments thereto or any other land development regulation, proposed or existing, as it may deem appropriate.

(4) As School District Representation, pursuant to Florida Statutes, a representative of the Escambia County School District will be placed on the Planning Board as an ex officio, nonvoting member. The selection of the representative will initially be by an Interlocal Agreement between the Escambia County School District and the BCC. The Interlocal Agreement with the Escambia County School District details the procedures and responsibilities of both parties.

(5) As Military Representation, pursuant to Florida Statutes, a representative of the military installations located within Escambia County will be placed on the

1 Planning Board as an ex officio, nonvoting member. The selection of the
2 representative will initially be by a Memorandum of Agreement between the
3 Commanding Officers of Naval Air Station Pensacola and Naval Air Station
4 Whiting Field. The Interlocal Agreement with the Navy details the procedures and
5 responsibilities of both parties.

6
7 A. The Navy's Planning Board representative will coordinate with the
8 Navy Base Commanding Officers to review and comment on all proposed
9 Comprehensive Plan and LDC amendments that would affect the intensity,
10 density or use of the land within the Airfield Influence Planning Districts
11 (AIPDs). The comments will address the impacts that such proposed
12 Comprehensive Plan or LDC changes may have on the mission of the
13 military installations. They will include:

- 14
15 1. Whether such proposed changes will be incompatible with
16 the safety and noise standards contained in the Air
17 Installations Compatible Use Zones (AICUZs) study
18 adopted by the military installation for that airfield or the
19 AIPD adopted by the County for that airfield;
- 20 2. Whether such changes are incompatible with the findings
21 of the Joint Land Use Study (JLUS) for the area; and
- 22 3. Whether the military installation's mission will be
23 adversely affected by the proposed actions of the
24 County.

25 26 **Section 2.02 Administration.**

27 The Escambia County Administrator ~~shall~~will administer this Plan with the
28 assistance of other personnel within the County, as necessary. Policy direction
29 and guidance ~~shall~~will be provided by the LPA and the BCC. In addition,
30 assistance may be provided pursuant to Section 2.01(3) above.

31 32 **Section 2.03 Public participation and notices.**

33 Refer to Chapter 4 for public participation and notices.

Chapter 3 Definitions.

Section 3.01 Definitions.

The definitions listed here are hereby adopted. In addition, any words not defined here ~~shall~~will be defined as found in Chapter 163, pt. II, Florida Statutes, which is hereby adopted by reference. There may be other definitions contained in the chapters (elements) of this Plan, and such definitions are not "in conflict" with the definitions in rule or law. Also, the additional definitions, if any, relate to terms or phrases not otherwise defined.

Section 3.02 Germane definitions.

The Escambia County Land Development Code (land development regulations) will contain specific definitions germane to any items within the LDC.

Section 3.03 Singular and plural terms; gender; general interpretation.

Unless the context clearly indicates otherwise, singular words include the plural, person or man includes both genders, and words not otherwise defined ~~shall~~will have those meanings commonly and customarily ascribed to them and as can be found in any standard dictionary reference books.

Section 3.04 Definitions.

Avigation easement: An easement that gives a clear property right to maintain flight operations in the airspace above the property.

Buffer: A designated area with natural and/or manmade features functioning to minimize or eliminate adverse impacts on adjoining land uses or wetlands, as defined by ~~Section 373.019(22)~~ Florida Statutes.

Commercial use: Any non-residential use that is typically carried out for the purpose of monetary gain, including, but not limited to, any business use or activity at a scale greater than a home occupation.

Compact development: A development pattern typically featuring narrow streets, multifunction structures (such as residential over retail), multifamily housing, front porches, small lots, wide sidewalks, neighborhood parks, community landscaping, easily walkable distances from residences to local commercial uses, places of employment, and schools.

Concurrency: The condition or circumstance that, at the time that new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards established by the Comprehensive Plan.

1 **Conservation:** The act of preserving, guarding, or protecting; keeping in a safe
2 or entire state; preservation.
3

4 **Conservation subdivision:** A form of residential subdivision characterized by
5 clustered compact lots, common open space and natural features, used to protect
6 agricultural lands, open space or other natural or historical resources while
7 allowing for the maximum number of dwellings under applicable zoning and
8 subdivision regulations.
9

10 **Deficiencies:** Inadequacies, insufficiencies, or the falling short of a prescribed
11 norm.
12

13 **Density:** ~~The number of dwelling units per acre of land.~~ An objective
14 measurement of the number of people or residential units allowed per unit of
15 land, such as residents or employees per acre.
16

17 **Development:** The carrying out of any building activity or mining operation, the
18 making of any material change in the use or appearance of any structure or land,
19 or the dividing of land into three or more parcels. Specific activities or uses
20 involving or excluded from development are defined in ~~Section 380.04~~, Florida
21 Statutes.
22

23 **Enhance:** To make greater, as regards value, beauty, or effectiveness; to
24 augment.
25

26 **Environmentally sensitive lands:** Those areas of land or water that are
27 determined by the BCC as being necessary to conserve or protect natural
28 habitats and ecological systems. The following classifications are those that have
29 been determined by Escambia County to be environmentally sensitive:
30

- 31 a. Wetlands as defined herein and wetlands as defined by the U.S.
32 Army Corps of Engineers.
- 33 b. Shoreline Protection Zones.
- 34 c. Aquatic preserves and the Escambia River Management Area.
- 35 d. Outstanding Florida Waters as defined by Rule 62.302.700
36 Florida Administrative Code and as defined and approved by
37 the Florida Legislature.
- 38 e. Habitats of threatened or endangered species as defined by the
39 U.S. Fish and Wildlife Service (USFWS), the Florida Fish and
40 Wildlife Conservation Commission (FWC), or other state or
41 federal agencies.
- 42 f. Essential Fishery Habitat (EFH), including seagrasses.
- 43 g. Floodplain areas defined on the FEMA Flood Insurance Rate Map
44 (FIRM) as areas of special flood hazard subject to a one percent
45 annual chance of flooding.
- 46 h. Potable water wells, cones of influence, and potable water well fields.
47

48 **Existing communities:** Established residential or mixed-use areas; developed

land that contains homes, businesses, and/or other civic and community uses.

Farm worker: A person who works on, but does not own, a farm; an agricultural laborer (may be permanent or temporary).

Financial feasibility: The ability of a proposed land use or change of land use to justify itself from an economic point of view.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor Area Ratio (FAR): A standard measure of the intensity of non-residential land use, calculated by dividing the total gross floor area of all structures on a lot by the total area of the lot.

Group home/group home facility: An occupied residence, licensed by the State of Florida, in which a family living environment is provided for six or fewer unrelated residents with developmental disabilities as defined in ~~Section 393.063~~, Florida Statutes, including such supervision and care by support staff as may be necessary to meet the physical, emotional, and social needs of its residents.

Hazardous material: A poison, corrosive agent, flammable substance, explosive, radioactive chemical, or any other material that can endanger human or animal health or wellbeing if handled improperly.

Hazardous waste: Material or a combination of materials that require special management techniques because of their acute and/or chronic effects on air and water quality; on fish, wildlife, or other biota; or on the health and welfare of the public. Such materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, radioactive and toxic materials regulated pursuant to Chapter 62-730, Florida Administrative Code.

Historic/cultural resource: Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value as well as all folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.

Impervious surface: Any surface that does not allow, or that minimally allows, the penetration of water and that is highly resistant to infiltration by water.

Impervious surface ratio: A standard measure of the intensity of land use calculated by dividing the total area of all impervious surfaces within a lot by the

total area of the lot.

Incompatible/compatible development: Incompatible development is new development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design. Compatible development is new development proposed to be constructed next to existing development in which the proximity of the two kinds of development would each complement or enhance the usefulness of the other.

Infill development: The development of new housing or other land uses on vacant or underutilized land in existing developed areas which focuses on the reuse and repositioning of obsolete or underutilized buildings and sites.

Infrastructure: Facilities and services needed to sustain land use activities, including but not limited to roads, potable water service, wastewater service, solid waste facilities, stormwater management facilities, power grids, telecommunication facilities, and public schools.

Invasive species: A non-indigenous or exotic species that is not native to the ecosystem under consideration and that has the ability to establish self-sustaining, expanding, free-living populations that may cause economic and/or environmental harm or harm to human health.

Low-impact landscaping: Landscape design practices that apply Florida-Friendly landscaping principles to reduce water consumption, the use of horticultural chemicals, the loss of native vegetation and wildlife habitat, stormwater runoff, and other negative environmental impacts.

Mitigation: Methods used to alleviate or lessen the impact of development.

Mixed-use: Any use that includes both residential and nonresidential uses.

Mobile/manufactured home: A complete, factory-built, single-family dwelling constructed in accordance with the federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. *Mobile home* is the term used for manufactured homes built prior to June 15, 1976 when the HUD Code became effective.

Multi-family development: Residential development containing multi-family dwellings exclusively or predominantly.

Multi-modal: A transportation system that involves multiple methods of transporting people and/or goods; this may include pedestrian activity, bicycling, transit (buses and/or rail), and the automobile.

1 **Native vegetation:** Vegetation that exists naturally, without intervention by
2 humans, in a specific geographic area.

3
4 **Natural resources:** Resources provided by the natural environment, including
5 air, water, soils, wetlands, beaches, flood plains, forests, fisheries, wildlife, and
6 any other such environmental resource identified by Florida Statutes for
7 conservation and protection.

8
9 **Non-conforming use:** Any lawfully established use of a structure, land, or water,
10 in any combination that does not conform to the land use regulations of the
11 zoning district or future land use category in which the use is located.

12
13 **Non-residential use:** A use characterized by the absence of residences and the
14 presence of primary land uses that include retail, commercial, office, industrial,
15 civic or recreation uses.

16
17 **Open space:** Land or portions of land preserved and protected, whether public
18 or privately owned and perpetually maintained and retained for active or passive
19 recreation, for resource protection, or to meet lot coverage requirements. The
20 term includes, but is not limited to, required yards, developed recreation areas
21 and improved recreation facilities, natural and landscaped areas, and common
22 areas.

23
24 **Paratransit system:** A form of public transportation service characterized by the
25 flexible routing and scheduling of small vehicles such as taxis, vans and small
26 buses, to provide shared-occupancy, doorstep or curbside personalized
27 transportation service.

28
29 **Performance-oriented controls:** A set of criteria or limits relating to certain
30 characteristics that a particular use or process may not exceed; these regulations
31 are based upon the intensity and impacts of an activity, rather than land use.

32
33 **Preserve:** To protect natural resources and/or historic and cultural resources
34 from the negative impacts of human activity, including land development or
35 natural resource extraction, such as mining or logging. Preservation may include
36 permanently protecting land, structures and/or wetlands and water bodies via
37 purchase, conservation easement, regulations, or other methods, and it may
38 include the restoration and management of natural or historic resources.

39
40 **Primary dune:** The first natural or manmade dune located landward of the beach
41 with sufficient vegetation, height, continuity, and configuration to offer protective
42 value. The landward extent occurs at the point in which there is a distinct change
43 from a relatively steep slope to a relatively mild slope.

1 **Redevelopment:** The removal and replacement, rehabilitation, or adaptive reuse
2 of an existing structure or structures or of land from which previous
3 improvements have been removed.

4
5 **Residential use:** Any use for residences, domiciles, or dwellings, including, but
6 not limited to, single-family houses, townhouses, condominiums, and apartments.

7
8 **Restoration:** The act of repairing damage to a site with the aim of restoring the
9 site as closely as possible to its natural condition before it was disturbed.

10
11 **Revitalization:** The renewal and improvement of older commercial and
12 residential areas through any of a series of actions or programs that encourage
13 and facilitate private and public investment.

14
15 **Rural:** A sparsely developed area in which the land is primarily used for
16 agricultural purposes.

17
18 **Shoreline, Natural:** Undeveloped or restored areas of shoreline fronting the
19 waters of marine, estuarine, or riverine systems such as bays, bayous, rivers,
20 and streams.

21
22 **Sprawl:** Haphazard growth of dispersed, leap-frog and strip development in
23 suburbs and rural areas and along highways; typically, sprawl is automobile-
24 dependent, single use, resource-consuming, and low-density development in
25 previously rural areas and disconnected from existing development and
26 infrastructure.

27
28 **Street, collector:** A street providing service that is of relatively moderate traffic
29 volume, moderate trip length, and moderate operating speed and which
30 distributes traffic between local streets or arterial streets.

31
32 **Street, major arterial:** A street providing service that is relatively continuous and
33 of relatively high traffic volume, long trip length, and high operating speed. Note:
34 Every United States numbered highway is an arterial street.

35
36 **Street, minor arterial:** A street providing connections between major activity
37 centers of the county, which augments the major arterial system for local and
38 inter-county traffic by feeding traffic from collector and local street systems onto
39 major arterials.

40
41 **Suburban area:** A predominantly low-density residential area located
42 immediately outside of an urban area or a city and associated with it physically
43 and socioeconomically.

1 **Threatened and endangered species habitat:** An area that contains, or shows
2 factual evidence of, a species that is listed as threatened, endangered, or a
3 species of special concern, including all such areas that are classified as critical
4 habitat by the Florida Fish and Wildlife Conservation Commission (FWWC).

5
6 **Urban area:** A highly developed area that contains a variety of industrial,
7 commercial, residential, and cultural uses.

8 **Urban forest:** Collectively, the trees and other vegetation within and around the
9 developed areas of the county.

10
11 **Water-dependent uses:** Uses that require access to water bodies, such as
12 commercial boating or fishing operations.

13
14 **Water-related uses:** Uses that do not require a waterfront location to function
15 but are often essential to the efficient functioning of water-dependent uses and
16 can be essential to their economic viability, such as shops, restaurants, parking,
17 boat sales, or fish processing plants.

18
19 **Wetlands:** Areas that are inundated or saturated by surface water or
20 groundwater at a frequency and duration sufficient to support, and that under
21 normal circumstances do or would support, a prevalence of vegetation typically
22 adapted for life in saturated soils. Soils present in wetlands generally are
23 classified as hydric or alluvial, or they possess characteristics that are associated
24 with reducing soil conditions. The prevalent vegetation in wetlands generally
25 consists of facultative or obligate hydrophytic macrophytes that are typically
26 adapted to areas having the soil conditions described above. These species, due
27 to morphological, physiological, or reproductive adaptations, have the ability to
28 grow, reproduce, or persist in aquatic environments or anaerobic soil conditions.
29 Florida wetlands generally include, but are not limited to, swamps, marshes,
30 bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine
31 swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps,
32 and other similar areas. Florida wetlands generally do not include longleaf or
33 slash pine flatwoods with an understory dominated by saw palmetto.

34
35 **Wildlife habitat:** An area that offers feeding, roosting, breeding, nesting, and
36 refuge areas for a variety of existing and future native wildlife species.

Chapter 4 Public Participation.

Section 4.01 Purpose.

This chapter establishes procedures in accordance with ~~Section 163.3181,~~ Florida Statutes, to provide for the broad dissemination of information regarding comprehensive plans and amendments, the planning process, the adoption or amendment of the LDC, and other matters pertaining to the regulation or use of land or structures. In addition, it is the intent of this chapter to provide the public opportunity for written or verbal comments, processes for public hearings, provision for open discussion, communications programs, information services, and consideration of and response to public comments.

Section 4.02 Intent.

It is the intent of this chapter that all citizens affected by comprehensive planning and land development regulation proposals are encouraged to participate and be afforded the opportunity for input throughout the preparation and enactment process. The provisions of this chapter apply to the formal adoption process of the comprehensive plan; amendments to the comprehensive plan; and preparation or amendment of the LDC, including regulation of land subdivision, open space provisions, stormwater management, floodplain development, environmentally sensitive areas, signage, parking, innovative land development regulations, consideration of the Evaluation and Appraisal ~~Report~~ Review (EAR), and any other matters deemed appropriate by the BCC.

Section 4.03 Public participation and affected parties.

For the purposes of this chapter the terms, *citizen participation* and *public participation* are synonymous and apply to affected persons, substantially affected persons, and aggrieved or adversely affected parties, as defined in current State Statute.

Section 4.04 Public notice.

(1) So as to notify property owners, interested citizens, and affected parties, Escambia County will advertise in a newspaper of general circulation within the County that a public hearing will be held to consider any of the matters described in Section 4.02 above. The advertisement will include an identification of who is holding the hearing, as well as the date, time, place, and general subject matter of the hearing and the location where copies of the proposed matter may be reviewed. The advertisement will encourage the public to provide written and/or verbal comments on the matters under consideration.

(2) All public hearings ~~shall~~will be held at approximately the time specified in the advertisement and ~~shall~~will be conducted Monday through Thursday.

(3) Escambia County will conform to the applicable notice requirements for adoption or amendment of the Comprehensive Plan or the LDC as prescribed in Sections 125.66, ~~163.3184~~, and ~~163.3187~~, Florida Statutes.

1 **Section 4.05 Workshops.**

2 (1) Whenever possible, workshops ~~shall~~will be advertised to notify the public
3 and interested parties that a workshop meeting is scheduled to discuss the
4 subjects of the scheduled workshop. However, workshops may be held without
5 advertising, provided that a public announcement is made at a public meeting
6 of the BCC or the LPA and a notice of the workshop is posted in the County
7 courthouse and other public places as appropriate.

8
9 (2) Workshops may be held at any time deemed appropriate to facilitate the
10 timely exchange of information regarding the subject of the workshop.

11
12 (3) County staff ~~shall~~zz provide to the LPA the total number of citizens
13 that attended the workshop meeting at the next publicly advertised LPA
14 meeting.

15
16 **Section 4.06 Notification and status reports.**

17 Escambia County will periodically provide notification to the media via
18 announcements of public hearings and workshops at the regular public meetings
19 of the BCC regarding the status of the matters under consideration by the
20 department or the LPA.

21
22 **Section 4.07 Local Planning Agency.**

23 Prior to BCC approval, adoption, and/or enactment of regulations, as
24 appropriate, of any matter listed in Section 4.02, the LPA ~~shall~~will hold at least
25 one public hearing in conformance with the notice requirements described
26 herein. The hearing may be continued to an announced time certain upon a
27 majority vote of the members present.

28
29 (1) The LPA public hearing ~~shall~~will afford members of the public
30 reasonable opportunity to present their views on any matter under
31 consideration. The chairman may, at his discretion, rule out-of-order public
32 comments that he deems repetitious or not germane to the matter under
33 discussion.

34
35 (2) The sequence of activities regarding the matters under consideration ~~shall~~
36 will be as follows:

- 37
38 a. Announcement of the matter for consideration by the chairman;
39 b. Presentation of staff reports/comments, if any, whether written or
40 verbal;
41 c. Presentation by the applicant or principle proponent of the matter;
42 d. Comments from the proponents and opponents of the matter. All
43 speakers will be required to complete speaker request forms so that an
44 accurate record of participants can be maintained;
45 e. Close public input, except for direct questions, as may be initiated by
46 the members of the LPA; and
47 f. LPA discussion, debate, and recommendation by majority vote prior

1 to considering the next matter, adjournment, or tabling for a time
2 certain.

3 (3) The LPA ~~shall~~will transmit its recommendation on each matter decided
4 to the BCC at the public hearing held for each matter by the BCC.

5
6 (4) The LPA ~~shall~~will not initiate consideration of agenda items later than 12:00
7 midnight, unless agreement to do so is obtained by a majority vote of the
8 members present. Agenda items not considered due to time will be tabled until a
9 time certain.

10 11 **Section 4.08 Board of County Commissioners.**

12 As soon as practical after the LPA makes a recommendation regarding any
13 matter described in Section 4.02, the BCC ~~shall~~will hold at least one public
14 hearing to consider the recommendation and pursuant to the notice
15 requirements described herein (in reference to Section 4.04). The hearing may
16 be continued at an announced time certain upon a majority vote of the
17 commissioners present.

18
19 (1) The BCC hearing ~~shall~~will afford members of the public reasonable
20 opportunity to present their views on any matter under consideration. The
21 chairman may, at his/her discretion, rule out of order public comments he
22 deems repetitious or not germane to the matter under discussion.

23
24 (2) The sequence of activities regarding matters under consideration ~~shall~~will
25 be as follows:

- 26
27 a. Announcement of the matter for consideration by the chairman;
28 b. Presentation of LPA and/or staff reports/comments, if any, whether
29 written or verbal;
30 c. Presentation by the applicant or principal proponent of the matter;
31 d. Comments from the proponents and opponents of the matter. All
32 speakers will be required to complete speaker request forms so that
33 an accurate record of participants can be maintained;
34 e. Close public input, except for direct questions as may be initiated
35 by members of the BCC;
36 f. BCC discussion, debate and approval, adoption or enactment, as
37 appropriate for the specific matter, by majority vote prior to considering
38 the next matter, adjournment, or tabling until a time certain; and
39 g. The BCC ~~shall~~will not initiate agenda items later than 11:00 p.m.,
40 unless agreement to do so is obtained by majority vote of the members
41 present. Agenda items not considered due to time will be tabled until a
42 time certain.

43 44 **Section 4.09 Advisory committees.**

45 The LPA and/or the BCC may, from time to time, appoint advisory committees to
46 provide information and/or participate in the matters listed in Section 4.02.
47 Advisory committees ~~shall~~will be subject to the notice requirements described

1 herein.

Chapter 5 General Requirements.

Section 5.01 Format.

The Comprehensive Plan meets the format requirements of ~~Section, 163.3177,~~ Florida Statutes.

Section 5.02 Combined elements.

The traffic circulation element; the mass transit element; and the port, aviation, and related facilities' elements have been combined into the Mobility Element to avoid repetition and provide clarity. The requirements of ~~Sections 163.3177 and 163.3178,~~ Florida Statutes have been met within this combined element.

Section 5.03 Support documents.

Support data, analysis, and documents are not adopted as part of this ordinance. Support data, analysis, and documents will be available for public inspection while the comprehensive plan is being considered for adoption and while it is in effect at the offices of the Escambia County Planning Division and at the office of the County Clerk in the County Courthouse in Pensacola. Support data, analysis, and other documentation are found in the foundation documents.

This Plan contains references to various chapters, appendices, or contents of the foundation documents. The references are included for clarity and ease of review by the reader. The reference is not to be construed as making the foundation document or causing the foundation document contents to be made part of the Plan plan.

~~**Section 5.04 Preparation date.**~~

~~The preparation of this Plan started in 1987 and has continued through December 2010 with public hearings and workshops. This ordinance is being transmitted to the Florida Department of Economic Opportunity (FDEO) for compliance review after a final public hearing.~~

~~**Section 5.054 Name of preparer.**~~

~~This Plan was prepared by the LPA and the Escambia County Staff. Professional and technical assistance and production of this ordinance (plan) and the foundation documents have been provided by MSCW, Inc. Support information in the foundation documents have been taken from the data and analysis used to support the 2007 Evaluation and Appraisal Report (EAR) and supplemented, revised or replaced with information gathered, collected, analyzed or generated by MSCW, Inc. and County staff.~~

~~**Section 5.065 Data and analysis.**~~

~~Copies or summaries of foundation and support data, analysis and adopted documents ~~shall~~ will be submitted to FDEO after approval by the BCC.~~

~~**Section 5.076 Population projections.**~~

~~This ordinance is based upon permanent and seasonal population estimates and~~

projections, which must either be those provided by the University of Florida's Bureau of Economic and Business Research or generated by the local government based upon a professionally acceptable methodology. ~~the Bureau of Economic and Business Research (BEBR), University of Florida, Mid-Range Projections. The population projections are included within the foundation documents supporting this plan. Population projections will be updated annually with the most current projections available.~~

Section 5.087 Level of service standards.

Level of service (LOS) standards are as established in the elements contained within this ~~ordinance~~ comprehensive plan for roads, mass transit, wastewater, solid waste, stormwater and potable water, ~~public schools and recreation. The Concurrency Management Element provides a location listing for LOS standards with the exception of roads, mass transit, public school, and recreation.~~

Section 5.098 Planning time frame as per Florida Statutes requirements

~~The time frame for planning will be as per Florida Statute. used in this ordinance is through the year 2030 with a five year time frame for the capital improvements element starting with the County budget year beginning October 1, 2009.~~

Section 5.4009 Internal consistency.

Each chapter (element) is consistent with the other chapters and this Plan ~~shall~~ will be construed in its entirety as the County's Comprehensive Plan. The FLUM included and adopted as part of this Plan reflects goals, objectives, and policies contained within this Plan.

~~The goals, objectives and policies of this ordinance are based on data contained within the foundation documents. Where data is relevant to several elements, the same data has been used to support said elements.~~

Section 5.4410 Plan implementation.

Among other means, this Plan ~~shall~~ will be implemented by the adoption of land development regulations. In addition to the requirements in ~~Section 163.3202,~~ Florida Statutes, the LDC ~~shall~~ will address regulations of specific items contained in the goals, objectives, and policies of this Plan.

Section 5.4211 Monitoring and evaluation as per Florida Statutes requirements.

An EAR ~~shall~~ will be prepared as indicated in the Florida Statutes at the time frame specified. ~~at the end of each five-year time frame for the purpose of evaluating and appraising the implementation of this comprehensive plan. The EAR shall address items contained in Section 163.3191, Florida Statutes. In addition, continuous monitoring shall be maintained by the concurrency management system. The Capital Improvements Element and various portions of this Plan shall~~ will be reviewed on an annual basis pursuant to OBJ CIE 1.4.

1 The ~~EAR Steering Committee~~ appointed pursuant to Policy CIE 1.1.1 shall
2 prepare a draft EAR for consideration by the LPA consistent with the time frames
3 established by rule for submission of the EAR. The LPA shall will promulgate its
4 report review EAR to the BCC, and the report shall will address the items
5 specified in the EAR policy.;

- 6
- 7 a. ~~Citizen participation in the process;~~
 - 8 b. ~~Updating appropriate base line data;~~
 - 9 c. ~~The extent to which objectives within the plan have been accomplished~~
10 ~~(or not accomplished) in the first five-year period of the plan;~~
 - 11 d. ~~The expectations for accomplishing the objectives in the second five-~~
12 ~~year period covered by the plan;~~
 - 13 e. ~~Accomplishments in the first five-year period;~~
 - 14 f. ~~Identification of problems and opportunities for achieving the desired~~
15 ~~ends as expressed within the goals, objectives and policies of the plan;~~
 - 16 g. ~~Recommendations regarding any new goals, objectives or policies or~~
17 ~~modifications to existing goals, objectives and policies to correct~~
18 ~~unanticipated problems;~~
 - 19 h. ~~A detailed analysis of the effectiveness of the continuous monitoring~~
20 ~~and evaluation of the plan pursuant to the Concurrency Management~~
21 ~~Element; and~~
 - 22 i. ~~Any other matters deemed relevant or appropriate by the committee, the~~
23 ~~LPA or the BCC.~~

24

25 **Section 5.1312 Procedural requirements.**

26 This Plan shall will be considered, adopted, and amended pursuant to the
27 procedural requirements of Sections 163.3161–163.3215, Florida Statutes. Refer
28 to Chapter 4, the Public Participation chapter for notices and public hearings.

29

30 ~~Any applicant requesting an amendment to this ordinance may be responsible for~~
31 ~~and pay all costs associated with the amendment including required Evaluation~~
32 ~~and Appraisal Reports~~

Chapter 6 Concurrency Management.

The purpose of the Concurrency Management System Element is to ensure that all necessary public facilities and services are available to support new development. The Concurrency Management System Element must establish LOS standards for public services and facilities and delineate a system for the implementation of concurrency in a way that is timely, fair, and cost-efficient.

GOAL CMS 1 CONCURRENCY MANAGEMENT SYSTEM

Escambia County ~~shall~~will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

~~OBJ CMS 1.1 Level of Service Standards~~

~~Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.~~

POLICIES

~~CMS 1.1.1 Oversight.~~ The Escambia County planning staff shall be responsible for ensuring compliance with the Concurrency Management System and shall report on such compliance to the Local Planning Agency (LPA) and Board of County Commissioners (BCC) on an annual basis, in accordance with the Capital Improvements Element.

~~CMS 1.1.2 Primary Tasks.~~ The County Administrator, or designee, shall be responsible for the five primary tasks described below:

- ~~a. Maintaining an inventory of existing public facilities and capacities or deficiencies;~~
- ~~b. Determining concurrency of proposed development that does not require BCC approval;~~
- ~~c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;~~
- ~~d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and~~
- ~~e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on~~

1 ~~transportation facilities found to have deficient capacity during the process of~~
2 ~~testing for concurrency.~~

3
4 ~~CMS 1.1.3 Information and Data.~~ Escambia County will collect and make available
5 ~~to the public information regarding various public facilities. The information shall be~~
6 ~~updated on an annual basis consistent with the reports required by the Capital~~
7 ~~Improvements Element. The information will contain data such as:~~

- 8
9 ~~a. design capacity for roadways and roadway types;~~
10 ~~b. existing and adopted LOS for all roadways;~~
11 ~~c. programmed roadway system improvements in the current year by the~~
12 ~~County and improvements to be made to the roadway system by the~~
13 ~~private sector;~~
14 ~~d. design capacity of potable water and wastewater facilities and the~~
15 ~~identification of any deficiencies within such systems;~~
16 ~~e. the existing and adopted LOS standards for water and wastewater~~
17 ~~systems;~~
18 ~~f. programmed potable water and wastewater facility improvements;~~
19 ~~g. design capacity for solid waste facilities including transfer stations and~~
20 ~~landfills;~~
21 ~~h. existing and proposed LOS standards for stormwater management~~
22 ~~systems;~~
23 ~~i. existing and proposed provisions of recreation and open space~~
24 ~~facilities by the County or the private sector; and~~
25 ~~j. the School Board Educational Facilities Report which contains information~~
26 ~~detailing existing facilities, their locations, and projected needs. The report~~
27 ~~also contains the School Board's financially feasible Five-Year District~~
28 ~~Facilities Work Program.~~

29 ~~**OBJ CMS 1.2 Coordination and Timing of Concurrency Determination**~~

30 ~~**Coordinate establishing LOS standards for the above-named facilities with**~~
31 ~~**state, regional or local entities having operational and maintenance**~~
32 ~~**responsibility for such facilities.**~~

33
34 ~~**POLICIES**~~

35
36 ~~CMS 1.2.1 Concurrency Determination.~~ The test for concurrency shall be met and
37 ~~the determination of concurrency shall be made prior to the approval of an~~
38 ~~application for a development order or permit that contains a specific plan for~~
39 ~~development, including the densities and intensities of the proposed development. If~~
40 ~~an applicant fails concurrency, he/she may apply to satisfy the requirements of the~~
41 ~~concurrency management system through the proportionate fair share program. For~~
42 ~~applicants participating in the proportionate fair share program, the BCC must~~
43 ~~approve a proportionate fair share agreement before a certificate of concurrency can~~
44 ~~be issued. A multi-use Development of Regional Impact (DRI) may satisfy the~~

1 ~~transportation concurrency requirements of the concurrency management system~~
2 ~~and of Section 380.06, Florida Statutes, by payment of a proportionate share~~
3 ~~contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.~~

4
5 ~~**CMS 1.2.2 Allocation of Capacity.** Capacity shall be allocated upon issuance of a~~
6 ~~development order for a preliminary plat, site plan, or Planned Unit Development~~
7 ~~(PUD); or phased or longer term project; or DRI. The allocation of capacity, however,~~
8 ~~shall be subject to the following sunset provisions:~~

- 9
10 ~~a. Capacity approved and assigned to a preliminary plat and construction plan~~
11 ~~will remain allocated for a period of two years from the date of issuance of the~~
12 ~~development order or as extended by the BCC.~~
13 ~~b. Capacity approved and assigned to a site plan shall remain allocated for a~~
14 ~~period of 18 months from the date of the issuance of the development order~~
15 ~~or as extended by the BCC.~~
16 ~~c. Capacity approved and assigned to longer term projects or DRI will~~
17 ~~remain allocated for a period as established in an enforceable~~
18 ~~development agreement.~~
19 ~~d. Capacity approved and assigned to a development order subject to the~~
20 ~~condition that the applicant will satisfy all transportation concurrency~~
21 ~~requirements through a proportionate fair share agreement shall~~
22 ~~remain allocated for a period of 12 months from the date of the~~
23 ~~conditional development order. The applicant will be required to adhere~~
24 ~~to the timeframes detailed in the concurrency management provisions of~~
25 ~~the LDC or the conditional development order will be considered null and~~
26 ~~void and the capacity will be revoked. Once the~~
27 ~~proportionate fair share agreement is approved, the allocation of capacity will~~
28 ~~be subject to the applicable conditions of items (a) through (c)~~
29 ~~above.~~

30
31 ~~**OBJ CMS 1.3 Standards**~~

32
33 ~~**Establish concurrency management system requirements and LOS standards.**~~

34
35 ~~**POLICIES**~~

36
37 ~~**CMS 1.3.1 Consistency with Comprehensive Plan.** No development activity may~~
38 ~~be approved unless it is found that the development is consistent with the Escambia~~
39 ~~County Comprehensive Plan and that the provision of the facilities enumerated in~~
40 ~~CMS 1.2.2 will be available at prescribed LOS concurrent with the impact of the~~
41 ~~development on those facilities.~~

42 ~~**CMS 1.3.2 Minimum Requirements.** At a minimum, the Concurrency Management~~
43 ~~System shall ensure that at least one of the following standards will be met prior to~~
44 ~~issuance of a development permit or order:~~

- 45
46 ~~a. The necessary facilities and services are in place at the time a~~

development permit is issued; or
b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or
c. The necessary facilities are under construction at the time a permit is issued. This provision only relates to parks and recreation facilities and roads; or
d. The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of the facility or service must commence within one year of the issuance of the development order or permit; or
e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of the LDC. For potable water, wastewater, solid waste, stormwater and public school facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or
f. The necessary facilities needed to serve new developments are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or in place or under actual construction no more than three years after the issuance, by the County, of a development order or permit. This provision only relates to roads. The Five-Year FDOT Work Program is attached herein to this ordinance as Exhibit A.
g. The necessary concurrency standards for public school facilities shall be consistent with Chapter 16, Public School Facilities Element.

CMS 1.3.3 LOS During Construction. The provisions of CMS 1.3.2 above notwithstanding, the prescribed LOS for any system or systems may be downgraded during construction of new facilities if, upon completion of the new facilities, the prescribed LOS will be met and maintained.

CMS 1.3.4 LOS Standards. The adopted LOS standards in this ordinance are as indicated in the following policies:

LOS	Policy
Roads	MOB 1.1.2
Mass Transit	MOB 2.2.3
Wastewater	INF 1.1.9

Solid Waste	INF 2.1.4
Stormwater Management	INF 3.1.9
Potable Water	INF 4.1.7
Recreation/Open Space	REC 1.3.6
Public Schools	PSF 2.1.2

~~CMS 1.3.5 **Phased construction.** The construction of any development project may be phased or staged so as to coincide with the phased or staged construction of infrastructure facilities so that the LOS for such facilities are maintained upon completion of each phase or stage of the development project.~~

~~OBJ CMS 1.4 Methods~~

~~Establish the quantitative methods for determining LOS compliance and maintaining LOS standards.~~

POLICIES

~~CMS 1.4.1 **Responsibility.** The LDC shall designate responsibility within the Escambia County government for determining prior to the issuance of a development order or building permit whether LOS standards are met and will be maintained. The LDC may place the burden of demonstrating compliance upon the developer or applicant. To be approved, applications for development approval shall provide sufficient information showing compliance with LOS standards.~~

~~CMS 1.4.2 **Quantitative Methods.** The LDC shall include quantitative methods for determining LOS that may be impacted by any particular development application. In addition, the LDC will fully describe the process for a finding of compliance with LOS.~~

~~CMS 1.4.3 **Impact Calculation.** The LDC shall include standardized quantitative methods to be used in determining the impact of any proposed development upon the public facilities and services within the County (roads, stormwater, potable water, wastewater, solid waste, recreation and open space, and public schools).~~

~~Applications for development approval shall include the projected impact upon public facilities and services upon occupancy or use of the proposed development. Any deviation from the standardized methods within the LDC must have the prior approval of the BCC before such data may be used for determining or projecting impacts of the proposed development.~~

~~CMS 1.4.4 **Exemption to concurrency requirement.** For the purpose of issuing a development order or permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements only if all of the conditions specified in Section 163.3180(6), Florida Statutes, are met.~~

Chapter 7 Future Land Use Element.

The purpose and intent of the Future Land Use Element is to establish future land patterns that support and encourage compact, mixed-use urban development and support transit. ~~reduce vehicle miles traveled and reduce greenhouse gases.~~ The Future Land Use Element ~~shall~~ will also provide a clear separation between urban, suburban, and rural areas and provide protection for existing agricultural areas.

GOAL FLU 1 FUTURE DEVELOPMENT PATTERN

Escambia County ~~shall~~ will implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

OBJ FLU 1.1 Growth Strategies

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

POLICIES

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County ~~shall~~ will be consistent with the Plan and the FLUM. The 2030 FLUM is attached herein to this Plan as Exhibit B.

FLU 1.1.2 Land Development Code. Escambia County ~~shall~~ will adopt and maintain within the LDC those specific and detailed provisions necessary and desirable to implement the goals, objectives, and policies of the Plan. The provisions ~~shall~~ will include regulations for the use of land and water, subdivision of land, flood-prone areas, on-site vehicular use, stormwater drainage, signage, and concurrency of infrastructure and services. LDC regulations ~~shall~~ will also provide for open space; the compatibility of adjacent uses; the correction of nonconforming uses and structures; and the protection of potable water sources, environmentally sensitive lands, and other natural resources. Additionally, the LDC ~~shall~~ will document the administrative processes necessary to implement its regulations, including development approval and permitting, rezoning, appeal of administrative decisions, variances of or exceptions to standards, and public notification of those processes. Other policies within the Comprehensive Plan may prescribe more specific LDC content.

FLU 1.1.3 Principles and Methodologies. Escambia County ~~shall~~ will ensure that all future development is consistent with accepted planning principles and professionally accepted methodologies.

FLU 1.1.4 Zoning Districts. Escambia County ~~shall~~ will, through LDC provisions, utilize various zoning districts to implement land use, density, intensity, and other

development standards consistent with accepted planning principles and the designated future land use categories of the Comprehensive Plan and FLUM. Within a given future land use category, there ~~shall~~will be one or more implementing zoning districts, and the development standards for each parcel ~~shall~~will be those of the applicable zoning district. Additionally, the County ~~shall~~will adopt and maintain parcel-based zoning district maps, and the LDC ~~shall~~will contain provisions for map amendments (rezoning), including the minimum criteria necessary for approval of an amendment.

~~FLU 1.1.5 **Density Clustering:** The LDC shall include provisions for density clustering outside of the site areas intended for preservation and within the site areas intended for development.~~

~~FLU 1.1.6 **Subdivision Regulations.** Escambia County shall, through LDC provisions, apply uniform subdivision regulations, including requirements to provide paved roads and stormwater management.~~

~~FLU 1.1.7 **Performance-oriented Controls.** The LDC shall include performance-oriented land development controls. These are intended to protect and preserve important natural resources; provide incentives for design improvements to existing subdivisions and neighborhoods and encourage better design for newly proposed subdivisions or neighborhoods; provide incentives for minimizing adverse impacts on adjacent lands or uses; and encourage a mix of housing types.~~

~~FLU 1.1.8 **Planned Unit Development.** Escambia County shall, through LDC provisions, promote and encourage the use of the Planned Unit Development (PUD) process that will allow expansion of uses, increased site specific densities, clustering, or other incentives to achieve innovative land use design superior to that produced by the strict application of standard development regulations. Generally, the PUD process shall be limited to a development that is planned, developed, and considered as a single project. The LDC shall establish minimum PUD design criteria, including minimum site area and open space.~~

~~FLU 1.1.9 **Buffering.** In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.~~

~~FLU 1.1.10 **Locational Criteria.** The LDC shall include locational criteria for broad categories of proposed non-residential land uses. The site criteria for such uses shall address the transportation classification of, and access to, adjoining streets, the proximity of street intersections and large daily trip generators (i.e. college or university), the surrounding land uses, the ability of a site to accommodate the proposed use while adequately protecting adjoining uses and resources, and other criteria that may be appropriate to those categories of uses.~~

1 ~~FLU 1.1.11 **Public Schools.** Escambia County shall coordinate with the Escambia~~
2 ~~County School Board to plan the siting and development of public schools,~~
3 ~~consistent with the Intergovernmental Coordination and Public Schools Facilities~~
4 ~~Elements. Schools shall be collocated with parks or other civic uses such as public~~
5 ~~libraries where possible, to promote joint use of facilities and encourage compact~~
6 ~~land use patterns. Schools shall be located in close proximity to residential areas~~
7 ~~and accessible by various modes of transportation.~~

8
9 ~~FLU 1.1.512 **Family Conveyance Exception.** Escambia County shall~~ will, through
10 LDC provisions, ~~continue to allow property owners to convey parcels of property to~~
11 ~~a family member as determined by the LDC for use solely as a homestead by that~~
12 ~~individual without regard to maximum residential densities established in the~~
13 ~~applicable zoning districts. However, the LDC may impose other limitations. The~~
14 ~~family conveyance provision shall~~ will apply only once to any individual.

15
16 ~~FLU 1.1.613 **Administrative Appeal Procedure.** Consolidation of future land use~~
17 ~~categories and zoning districts on the 2030 FLUM and associated Zoning Map is~~
18 ~~intended to simplify administration while respecting private property rights. Any~~
19 ~~property owner contending that a parcel of land had greater development rights~~
20 ~~under the future land use and zoning in place prior to the adoption of the 2030~~
21 ~~FLUM and associated Zoning Map may submit a written request to the County for~~
22 ~~a determination under the vested rights provisions of the LDC.~~

23 24 **OBJ FLU 1.2 Historic Resources**

25
26 **Protect and preserve Escambia County's historical resources.**

27 **POLICIES**

28 ~~FLU 1.2.1 **State Assistance.** Escambia County shall~~ will utilize all available
29 ~~resources of the Florida Department of State, Division of Historical Resources in~~
30 ~~the identification of archeological and/or historic sites or structures within the~~
31 ~~County, and The County will utilize guidance, direction, and technical assistance~~
32 ~~received from this agency. to develop provisions and regulations for the~~
33 ~~preservation and protection of such sites and structures. In addition, the County will~~
34 ~~utilize assistance from this agency together with other sources, such as University~~
35 ~~of West Florida, in identifying newly discovered historic or archaeological~~
36 ~~resources. The identification will include an analysis to determine the significance of~~
37 ~~the resource.~~

38
39 ~~FLU 1.2.2 **LDC Provisions.** Escambia County shall include provisions in the LDC~~
40 ~~that require identification and preservation of significant archeological and/or historic~~
41 ~~sites or structures within the County. The provisions will include protection for all~~
42 ~~sites listed on the Florida Master Site File and will be developed in cooperation with~~
43 ~~the Department of State, Division of Historical Resources. The provisions also will~~
44 ~~include requirements that provide for the cessation of land disturbing activities any~~
45 ~~time artifacts with potential historical significance are revealed during construction~~

activities on any site with potential historical significance. The purpose of the cessation is to allow time to determine the significance of any artifact or historical evidence found on the site. Normally, determinations will be made by those approved to make such determinations by the Division of Historical Resources.

FLU 1.2.3 Density Clustering. Escambia County shall include density clustering provisions in the LDC to protect significant historical or archaeological sites. The density clustering provisions will allow for historical or archaeological areas within a larger site to remain intact and an appropriate proportion of the density that may otherwise have been permitted within those areas to be clustered on a non-sensitive portion of the site.

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICIES

FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1.

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Agriculture (AG)	Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.	<ul style="list-style-type: none">• Agriculture• Silviculture• Residential• Recreational• Public and Civic• Limited Ancillary or Supportive• Commercial	Residential Minimum Density: None Maximum Density: 1 du/20 acres Non-Residential Minimum Intensity: None Maximum Intensity: 0.25 Floor Area Ratio (FAR)

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Rural Community (RC)	Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.	<ul style="list-style-type: none"> • Agriculture • Silviculture • Residential • Recreational Facilities • Public and Civic • Compact, traditional neighborhood supportive commercial 	<p>Residential Minimum Density: None</p> <p>Maximum Density: 2 du/acre</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 0.25 Floor Area Ratio (FAR)</p>
Mixed-Use Suburban (MU-S)	Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: 2 du/acre</p> <p>Maximum Density: 10 du/acre</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p> <p>Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:</p> <p>a) Residential – 8% to 25%</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
			<p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
Mixed-Use Urban (MU-U)	Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Light Industrial • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: 3.5 du/acre</p> <p>Maximum Density: 25 du/acre</p> <p>Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR)</p> <p>Maximum Intensity: 2.0 Floor Area Ratio (FAR)</p> <p>Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:</p> <p>a) Residential – 8% to 25%</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
			<p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>Light Industrial – 5% to 10%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
Mixed-Use Perdido Key (MU-PK)	<p>Intended for a complementary mix of residential, commercial and tourism (resort) related uses.</p> <p>Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.</p>	Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).	Maximum Density: 25 du/acre (based on proposed zoning districts)

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Mixed-Use Perdido Key (MU-PK)		<p>In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)</p> <p>The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.</p>	<p>Maximum Intensity: 6.0 Floor Area Ratio (FAR)</p> <p>Minimum pervious area 20%</p> <p>Maximum impervious cover area 80%</p>
Mixed-Use Pensacola Beach (MU-PB)	Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements.	The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida	<p>Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation.</p> <p>Also, densities may be increased, decreased</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Mixed-Use Pensacola Beach (MU-PB)	Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units and 726 lodging units.	Other allowable uses include public utilities and facilities, religious and educational facilities and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or commercial development of a specified parcel within this category. Further, provisions within the Land Utilization Plan provide that environmental studies be completed prior to approving any development or use of the specified parcel.	<p>or transferred on any particular parcel to provide protection to important natural resources, accommodate the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community.</p> <p>Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.</p>
Commercial (C)	Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.	<ul style="list-style-type: none"> • Residential • Retail and Services • Professional Office • Light Industrial • Recreational Facilities • Public and Civic 	<p>Residential Minimum Density: None</p> <p>Maximum Density: 25 du/acre</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>

FLUM Designation	General Descriptions	Range of Allowable Uses	Standards
Industrial (I)	Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.	<ul style="list-style-type: none"> • Light to Intensive Industrial • Ancillary Retail and Office • No new residential development is allowed 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 1.0 Floor Area Ratio (FAR)</p>
Conservation (CON)	Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.	<ul style="list-style-type: none"> • Passive parks and trails • Preservation lands • Educational uses that use natural amenities for public benefit • No new residential development is allowed 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: None</p>
Recreation (REC)	Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.	<ul style="list-style-type: none"> • Active and passive recreation activities and amenities • Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields • Meeting halls and the like • No new residential development is allowed 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: 0.5 Floor Area Ratio (FAR)</p>
Public (P)	Provides for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies.	<ul style="list-style-type: none"> • Public Parks • Local, Regional, State or Federal Facilities • Public structures or lands • Quasi-public Facilities providing public services 	<p>Residential Minimum Density: None</p> <p>Maximum Density: None</p> <p>Non-Residential Minimum Intensity: None</p> <p>Maximum Intensity: None</p>

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2
3
4

1 **OBJ FLU 1.4 Protect Existing Communities**

2
3 **Escambia County ~~shall~~will protect and enhance existing communities by**
4 **eliminating nonconforming uses and structures over time and through**
5 **implementing an active code enforcement program.**

6
7 **POLICIES**

8
9 **FLU 1.4.1 Nonconformity.** Escambia County ~~shall~~will prohibit the expansion of
10 nonconforming land uses or structures within the County. The LDC ~~shall~~will
11 restrict any activity that would expand the land use in question, improve
12 structures, or expand improvements associated with a nonconforming land use.

13
14 **FLU 1.4.2 Code Enforcement.** Escambia County ~~shall~~will conduct a
15 combination of complaint-driven and systematic code enforcement actions to
16 reduce property maintenance code violations. ~~this process shall continue to use a~~
17 ~~hearing examiner (code enforcement special magistrate) when appropriate.~~

18
19 **OBJ FLU 1.5 Sustainable and Energy Efficient Development**

20 **Escambia County ~~shall~~will promote sustainable and energy efficient**
21 **development by encouraging compact, mixed-, and multi-use land use**
22 **patterns.**

23
24 **POLICIES**

25
26 ~~**FLU 1.5.1 Reduction of Green House Gases and Single Occupant Vehicle**~~
27 ~~**Trips.** The County will direct growth toward lands designated for higher intensity,~~
28 ~~mixed use development, especially the Mid-West Sector Plan Overlay area and~~
29 ~~major transportation corridors in the Mixed Use Urban Future Land Use category,~~
30 ~~to encourage compact, mixed or multiple use developments that are walkable~~
31 ~~and can be served by public transportation, thereby establishing opportunities for~~
32 ~~reduced reliance on single occupant vehicle trips and reduction in automobile~~
33 ~~generated greenhouse gas emissions.~~

34 ~~**FLU 1.5.2 Use of Planned Unit Development.** Escambia County shall support~~
35 ~~the use of the Planned Unit Development process to create developments that~~
36 ~~incorporate sustainable development practices, including:~~

- 37
38 ~~a. A variety of nonresidential uses in close proximity to residential uses;~~
39 ~~b. A variety of uses mixed as compact vertical or horizontal development;~~
40 ~~c. Active first floor retail and service uses in multi-story buildings;~~
41 ~~d. Convenient access to typical daily needs;~~
42 ~~e. A system of streets that are attractive and safe for pedestrians and~~
43 ~~bicycle use;~~
44 ~~f. Walking/bicycling trails and wide pedestrian sidewalks as referenced in~~
45 ~~Chapter 8, Mobility Element and the Safe Routes to Schools Program;~~
46 ~~g. Greenspaces, such as pocket parks, trails, greenbelts and natural~~

1 areas; and

2 h. ~~Travel mode choice, including walking, bicycling, bus/transit and~~
3 ~~automobile.~~

4
5 **FLU 1.5.3 1 New Development and Redevelopment in Built Areas.** To
6 promote the efficient use of existing public roads, utilities, and service
7 infrastructure, the County will encourage the redevelopment in underutilized
8 properties to maximize development densities and intensities located in the MU-
9 S, MU-U, Commercial, and Industrial Future Land Use categories (with the
10 exception of residential development).

11
12 **FLU 1.5.4.2 Compact Development and Maximum Densities and Intensities.**
13 To ensure that developments are designed to be compact and to accommodate
14 travel mode choice-especially for short, local trips-the County will require
15 minimum densities in the MU-S Future Land Use category and encourage the
16 maximum densities and intensities in the MU-U Future Land Use category.

17 18 **GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES**

19
20 **Escambia County ~~shall~~will promote urban strategies for compact**
21 **development, the efficient provision of infrastructure and urban services,**
22 **and the protection of natural resources. Urban strategies ~~shall~~will include**
23 **infill development, mixed-use development, and coordinated land use and**
24 **transportation planning.**

25 26 **OBJ FLU 2.1 Urban Development**

27
28 **Direct growth toward those areas where infrastructure and services exist**
29 **to support development at approved densities and intensities.**

30 31 **POLICIES**

32
33 **FLU 2.1.1 Infrastructure Capacities.** Urban uses ~~shall~~will be concentrated in
34 the urbanized areas with the most intense development permitted in the Mixed-
35 Use Urban (MU-U) areas and areas with sufficient central water and sewer
36 system capacity to accommodate higher density development. Land use
37 densities may be increased through Comprehensive Plan amendments. This
38 policy is intended to direct higher density urban uses to those areas with
39 infrastructure capacities sufficient to meet demands and to those areas with
40 capacities in excess of current or projected demand. Septic systems remain
41 allowed through Florida Health Department permits where central sewer is not
42 available.

43
44 **FLU 2.1.2 Compact Development.** To promote compact development, FLUM
45 amendments and residential re-zonings to allow for higher residential densities
46 to be allowed in the MU-U and MU-S future land use categories.

1 **FLU 2.1.3 CHHA Density.** Consistent with the goals, objectives, and policies of
2 the Coastal Management Element, Escambia County will not support re-zonings
3 and FLUM amendments to categories allowing higher densities within the Coastal
4 High Hazard Area (CHHA).

5
6 ~~FLU 2.1.4 Residential Density and Non-residential Intensity Bonuses.~~ Through
7 ~~specific LDC criteria that implement the urban development objective, mixed use~~
8 ~~projects may be allowed to be developed above the maximum residential density~~
9 ~~and non-residential intensity permitted in the zoning district but not to exceed the~~
10 ~~FLU limits.~~

11 **OBJ FLU 2.2 Provision of Public Services**

12
13 **Promote orderly and balanced growth and development as a fiscal**
14 **management technique to provide cost-efficient public services and facilities.**

15 **POLICIES**

16
17
18
19 **FLU 2.2.1 Location.** Public facilities and services ~~shall~~will be located to minimize
20 their cost and negative impacts on the natural environment and maximize their
21 efficiency. Cost alternatives, impacts on the environment, and levels of efficiency
22 ~~shall~~will be discussed during the design phase and bid process utilized by the
23 County to accomplish the installation or location of public facilities and/or services.
24 In addition, the County will coordinate with the ECUA, other water and/or sewer
25 providers, and state or federal agencies with facilities located in the County or with
26 plans to expand existing facilities or create new facilities in the County. Among
27 other things, it is the intent of this policy that public facilities and services are
28 available to support the densities and intensities of uses provided by this Plan and
29 the FLUM and that there is adequate and suitable land available for such utility
30 facilities.

31
32 **FLU 2.2.2 Land Acquisition.** Escambia County ~~shall~~will include land acquisition
33 within its Capital Improvements Element and its Capital Improvements Program
34 (CIP) when necessary to provide for public lands for County owned facilities.

35
36 **FLU 2.2.3 Right-of-way Dedication.** Escambia County ~~shall~~will continue to require
37 dedication of adequate rights-of-way as approved by the County.

38
39 **FLU 2.2.4 Existing Facilities.** Prior to embarking on the construction of new capital
40 improvements, Escambia County will consider the feasibility of upgrading or
41 rehabilitating existing facilities to determine if the rehabilitation of present facilities
42 would be in the best interest of the County and its citizens.

43 **OBJ FLU 2.3 Infill Development**

44
45 **Encourage infill development in appropriate urbanized areas where**
46 **infrastructure is sufficient to meet demands, such as in MU-U and MU-S.**
47

1 **POLICIES**

2
3 **FLU 2.3.1 Area Designation.** ~~The Englewood and Brownsville Redevelopment~~
4 ~~Areas~~ All Community Redevelopment Areas as adopted by the BCC, are hereby
5 designated as an Urban Infill and Redevelopment Area in conformance with Section
6 ~~163.2514(2), Florida Statutes. The County shall pursue similar designation for the~~
7 ~~remaining adopted redevelopment areas.~~

8
9 **FLU 2.3.2 Community Redevelopment Areas.** Escambia County ~~shall~~ will use its
10 fiscal resources to encourage infill residential, commercial, and public
11 development, particularly in the Community Redevelopment Areas.

12
13 **OBJ FLU 2.4 Community Redevelopment**

14
15 **The Community Redevelopment Agency (CRA) will continue to implement**
16 **the recommendations of the 1995 Community Redevelopment Strategy, as**
17 **which may be updated from time to time.**

18
19 **POLICIES**

20
21 **FLU 2.4.1 Strategy.** The CRA and other County agencies ~~shall~~ will implement the
22 recommendations of the 1995 Community Redevelopment Strategy through the
23 Palafox, Englewood, Brownsville, Warrington and Barrancas Redevelopment Plans,
24 ~~as may be updated from time to time.~~

25
26 **FLU 2.4.2 Block Grants.** Escambia County ~~shall~~ will direct its Community
27 Development Block Grant (CDBG) efforts primarily to the Community
28 Redevelopment Areas, but in any case, the program requirements promulgated by
29 the U.S. Department of Housing and Urban Development (HUD) ~~shall~~ will be met.

30
31 ~~**FLU 2.4.3 Unsafe Conditions.** Escambia County shall utilize and administer its~~
32 ~~provisions for removal or repair of structures that are unsafe or constitute a health~~
33 ~~hazard. Also, the County will continue to target CDBG funds primarily for~~
34 ~~improvement to areas or structures where unsafe or substandard conditions exist.~~

35
36 ~~**FLU 2.4.4 Needs Identification.** Escambia County shall identify neighborhoods~~
37 ~~showing initial signs of distress and evaluate the need for revitalization and~~
38 ~~enhancement, which is anticipated to be complete by December 2011. Distressed~~
39 ~~neighborhoods may be scheduled for targeted code enforcement and for~~
40 ~~supplemental public infrastructure and park improvements through the CIP.~~

41
42 **GOAL FLU 3 RURAL STRATEGIES**

43
44 **Escambia County ~~shall~~ will promote rural strategies, including protecting**
45 **agriculture, silviculture, and related activities, protecting and preserving**
46 **natural resources and guiding new development toward existing rural**
47 **communities.**

OBJ FLU 3.1 Rural Development

All new development within rural areas, including commercial development, that is compatible with the protection and preservation of rural areas ~~shall~~ will be directed to existing rural communities.

POLICIES

FLU 3.1.1 Infrastructure Expenditures. Escambia County ~~shall~~ will limit the expenditure of public funds for infrastructure improvements or extensions that would increase the capacity of those facilities beyond that necessary to support the densities and intensities of use established by this plan unless such expenditures are necessary to implement other policies of this plan.

FLU 3.1.2 Water Facility Extensions. Escambia County ~~shall~~ will coordinate with potable water providers on any extensions of potable water facilities in the rural area.

FLU 3.1.3 FLUM Amendments. During consideration of FLUM amendments, Escambia County ~~shall~~ will consider the impacts of increased residential densities to the agriculture and silviculture industries as well as public facility maintenance and operation expenditures (i.e., roads, water, sewer, schools,) needed to serve the proposed development.

FLU 3.1.4 Rezoning. Escambia County ~~shall~~ will protect agriculture and the rural lifestyle of northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.

FLU 3.1.5 New Rural Communities. To protect silviculture, agriculture, and agriculture-related activities Escambia County ~~shall~~ will not support the establishment of new rural communities.

~~FLU 3.1.6 Residential Clustering. Clustering of residential units in the Agriculture (AG) and Rural Community (RC) future land use categories shall only be permitted for subdivisions of 10 or more dwelling units, with preservation of at least 80 percent of the project site in a perpetual conservation easement as contemplated in, Section 704.06, F.S., and in conjunction with a PUD to ensure the project is compatible with surrounding properties and protects the rights of adjacent property owners. The minimum lot size shall be ¼ acre and the maximum residential density permitted in the future land use category shall not be exceeded.~~

~~FLU 3.1.7 Farm Worker Housing. Group quarters, temporary housing, and other residential structures for the use of permanent and/or temporary farm workers may be permitted in areas of agricultural activity. Although, in no case shall such uses exceed the maximum intensity specified in the applicable future land use category or densities exceed 8 dwelling units per gross acre. This provision is intended to preserve and promote agricultural uses by making it possible for farm workers to~~

1 both work and reside on or near property devoted to agricultural uses.

2
3 ~~FLU 3.1.8 Conservation Subdivisions.~~ Escambia County shall, by December
4 2012, review the appropriateness of allowing conservation subdivisions in the
5 future land use categories.

6
7 **GOAL FLU 4 MILITARY INSTALLATIONS**

8
9 Escambia County ~~shall~~will support the missions of local military

10 installations. OBJ FLU 4.1 Compatibility and Encroachment.

11 Recognize the economic and historical significance of retaining local military
12 installations and address compatibility and encroachment issues through
13 implementation of the recommendations of the 2003 Joint Land Use Study
14 (JLUS).

15 **POLICIES**

16
17 FLU 4.1.1 **Planning Objective.** Escambia County ~~shall~~will consider the protection
18 of public health, safety, and welfare as a principal objective of land use planning
19 around military airfields.

20
21 FLU 4.1.2 **Airfield Influence Planning Districts.** Escambia County ~~shall~~will
22 provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing
23 encroachment; creating a buffer to lessen impacts from and to property owners;
24 and protecting the health, safety, and welfare of citizens living in close proximity to
25 military airfields. The overlay districts ~~shall~~will require density and land use
26 limitations, avigation easements, building sound attenuation, real estate
27 disclosures, and Navy (including other military branches, where appropriate) review
28 of proposed development based on proximity to Clear Zones, Accident Potential
29 Zones (APZs), aircraft noise contours, and other characteristics of the respective
30 airfields. ~~The districts and the recommended conditions for each are as follows:~~

31
32 ~~A. Airfield Influence Planning District 1 (AIPD-1): Includes the~~
33 ~~current Clear Zones, Accident Potential Zones and noise contours of~~
34 ~~65 Ldn and higher, (where appropriate) as well as other areas near~~
35 ~~and in some cases abutting the airfield.~~

- 36 1. ~~Density restrictions and land use regulations to maintain~~
37 ~~compatibility with airfield operations; and~~
38 2. ~~Mandatory referral of all development applications to local~~
39 ~~Navy officials for review and comment within ten working days;~~
40 ~~and~~
41 3. ~~Required dedication of avigation easements to the county~~
42 ~~for subdivision approval and building permit issuance; and~~
43 4. ~~Required sound attenuation of buildings with the level of~~
44 ~~sound protection based on noise exposure; and~~
45 5. ~~Required disclosure for real estate transfers.~~

~~B. Airfield Influence Planning District 2 (AIPD-2): Includes land that is outside of the AIPD-1 but close enough to the airfield that it may affect, or be affected by, airfield operations.~~

- ~~1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and~~
- ~~2. Required dedication of aviation easements to the county for subdivision approval and building permit issuance; and~~
- ~~3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and~~
- ~~4. Required disclosure for real estate transfers; and~~
- ~~5. No County support of property rezonings that result in increased residential densities in excess of JLUS recommendations.~~

~~The three installations in Escambia County—Naval Air Station Pensacola (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently. Therefore, the size and designations of the AIPD Overlays vary according to the mission of that particular installation. The Escambia County Land Development Code details and implements the recommendations. The AIPD Overlays Map is attached herein to this ordinance as Exhibit C.~~

FLU 4.1.3 Infrastructure Impacts. Escambia County ~~shall~~will 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 AIPDs.

FLU 4.1.4 Information Access. Escambia County ~~shall~~will continue to maintain an interactive page on its website as a tool for all users to access information concerning AIPDs, noise zones, and APZ. The County is committed to the continuous improvement and expansion of the website, with links to other information sources as needed.

FLU 4.1.5 Land Acquisition. Escambia County ~~shall~~will seek dedicated sources of funds for acquiring the development rights or outright purchase of select lands for public purpose. The land acquisition program ~~shall~~will be designed to serve multiple, complementary goals, including the elimination of possible development from lands near airfields, the protection of the environment, the maintenance of agricultural uses, and the conservation of quality open spaces.

FLU 4.1.6 Supporting Infrastructure. ~~Section 288.980(4), Florida Statutes,~~ has created 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~~will support and proceed with infrastructure projects that would have a positive impact on local military installations, pursuing all assistance available.

~~FLU 4.1.7 **Military Representation.** Pursuant to Section 163.3175, Florida Statutes, a representative of the military installations located within Escambia County shall be placed on the Planning Board as an ex officio, nonvoting member. The selection of the representative will initially be by a Memorandum of Agreement between the Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field. The Interlocal Agreement with the Navy details the procedures and responsibilities of both parties.~~

~~FLU 4.1.8 **JLUS Implementation.** The LPA shall will function as the JLUS Implementation Oversight Committee to guide the implementation of technically sound, community-based, collaborative planning. The duties of the JLUS Implementation Oversight Committee shall will include, at a minimum, annual meetings, with others scheduled as necessary, to:~~

- ~~a. Monitor the timely completion of the implementation of the JLUS recommendations;~~
- ~~b. Make policy decisions and recommendations concerning the JLUS implementation to the BCC;~~
- ~~c. Monitor the effectiveness of the implemented recommendations in controlling encroachment; and~~
- ~~d. If necessary in the future, recommend additional measures to ensure compatible development in the AIPDs.~~

~~**GOAL FLU 5 MID-WEST ESCAMBIA COUNTY OPTIONAL SECTOR PLAN**~~

~~**Escambia County shall utilize the Optional Sector Plan process to encourage cohesive and sustainable development patterns within central Escambia County, emphasizing urban form and the protection of regional resources and facilities.**~~

~~**OBJ FLU 5.1 Conceptual Long-term Build-out Overlay**~~

~~**Adopt a conceptual long-term buildout overlay for the Mid-West Optional Sector Plan area as authorized by the Florida Department of Community Affairs.**~~

~~**POLICIES**~~

~~FLU 5.1.1 The Long-Range Conceptual Framework Map, attached and incorporated in this Ordinance as Exhibit D, identifies the location, type and extent of land uses, regionally significant public facilities, and regionally significant natural resources. This area shall be depicted on the Future Land Use Map as the Optional Sector Plan (OSP) and be evaluated in future statutorily required evaluation & appraisal reports.~~

~~FLU 5.1.2 Development within the OSP area shall support and further the following general principles:~~

1 Economic Development

- 2 a. ~~Promote economic development and job creation~~
3 b. ~~Promote the fiscally efficient use of land and infrastructure~~
4 c. ~~Provide adequate retail and service opportunities to meet the needs~~
5 ~~of the surrounding community~~

6
7 Transportation

- 8 a. ~~Create a highly interconnected, multi-modal transportation system~~
9 ~~that efficiently links housing to employment and retail opportunities~~
10 b. ~~Develop a hierarchy of transportation corridors that would increase~~
11 ~~mobility and accessibility within the OSP while respecting existing~~
12 ~~residential development~~
13 c. ~~Create an interconnected and accessible pedestrian and bicycle~~
14 ~~network~~
15 d. ~~Reduce vehicle trips (VT) and vehicle miles traveled (VMT) through~~
16 ~~the use of compact, mixed-use and transit-oriented development~~
17 ~~patterns~~

18
19 Environment

- 20 a. ~~Establish a “green infrastructure” network of interconnected~~
21 ~~recreation areas and open space~~
22 b. ~~Identify, protect and when impacted by development restore key~~
23 ~~ecosystems~~
24 c. ~~Identify, protect and when impacted by development restore wildlife~~
25 ~~habitat and corridors~~
26 d. ~~Reduce greenhouse gas (GHG) emissions~~

27
28 Community Design

- 29 a. ~~Create a hierarchy of place~~
30 b. ~~Promote compact neighborhood design~~
31 c. ~~Create neighborhoods that would provide a broad range of housing~~
32 ~~options varying in size, style, cost and type of ownership~~
33 d. ~~Provide neighborhood schools and parks within close proximity to~~
34 ~~housing consistent with Chapter 16, Public Schools Facilities~~
35 ~~Element.~~
36 e. ~~Construct resource-efficient homes and businesses~~

37
38 ~~FLU 5.1.3 The total maximum development scenario of the Mid-West Escambia~~
39 ~~County Optional Sector Plan shall be limited to 12,175,000 sq. ft. of non- residential~~
40 ~~development and 23,000 residential dwelling units. Any future amendments to this~~
41 ~~total shall result in a balanced jobs-to-housing ratio.~~

42
43 **OBJ FLU 5.2 Economic Development**

44
45 **~~Adopt development guidelines that implement the economic development~~**
46 **~~principles of the Optional Sector Plan area.~~**

POLICIES

FLU 5.2.1 The OSP shall contain two Regional Employment Districts. The Northern Regional Employment District is intended to recognize and build upon the County's pre-existing investment in the Central Commerce Park. The Southern Regional Employment District is intended to create an immediate opportunity for significant economic development and job creation proximate to Interstate 10 and existing population centers.

The location of these districts shall be generally consistent with the conceptual long-term buildout overlay. The intent of these districts is to support economic development and improve the jobs-to-housing balance in central Escambia County. These districts are intended to contain predominantly industrial, distribution and office uses. Development within the Regional Employment Districts shall be consistent with the following standards:

Northern Regional Employment District

<i>Development Standards</i>	
Maximum Size	400 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	2,500,000 sq. ft.

**Net acres are to be defined as gross acreage less water bodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%
Recreation/Public	5%	No Maximum

**Percentages apply to the Northern Regional Employment District as a whole and not by individual parcel.*

Southern Regional Employment District

<i>Development Standards</i>	
Maximum Size	1,600 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	8,000,000 sq. ft.

**Net acres are to be defined as gross acreage less water bodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential	0%	10%
Office	20%	60%
Commercial	0%	5%
Industrial	20%	60%

Recreation/Public	5%	No Maximum
-------------------	----	------------

**Percentages apply to the Southern Regional Employment District as a whole and not by individual parcel.*

~~FLU 5.2.2 In order to minimize public expenditures and maximize the efficient use of public infrastructure and services such as utilities and roads, development within the OSP shall be in the form of clustered, compact neighborhoods and centers.~~

~~OBJ FLU 5.3 Transportation~~

~~Adopt development guidelines that implement the transportation principles of the Optional Sector Plan area.~~

~~POLICIES~~

~~FLU 5.3.1 Transportation infrastructure within the OSP shall be designed as a network of hierarchical local, collector and arterial roadways that form a curvilinear grid pattern that respects the natural environment while providing a high degree of interconnectivity.~~

~~FLU 5.3.2 Local and collector streets, sidewalks, bike lanes and multi-use paths shall contribute to a system of fully-connected and attractive routes from individual neighborhoods to neighborhood, village, town and employment centers. Their design should encourage pedestrian and bicycle use by being spatially defined by buildings, trees, and lighting; and by discouraging high speed vehicular traffic.~~

~~FLU 5.3.3 Neighborhood, Village and Town Centers shall be transit-oriented and designed to accommodate current and future transit systems.~~

~~FLU 5.3.4 Land uses adopted within the OSP shall result in an appropriate job to housing balance that reduces overall vehicle miles traveled (VMT) locating residential uses within close proximity to jobs.~~

~~OBJ FLU 5.4 Environment~~

~~Adopt development guidelines that implement the environmental principles of the Optional Sector Plan area.~~

~~POLICIES~~

~~FLU 5.4.1 "Green infrastructure" shall be defined as an interconnected network of preservation areas, open space, parks, greenbelts and other natural areas that support the function of natural systems, allow the natural management of stormwater, support wildlife migration patterns, and promote community access to recreational areas. Throughout the OSP these areas shall be constructed, restored and maintained to the greatest extent possible.~~

~~FLU 5.4.2 Wherever possible, the natural terrain, drainage and vegetation of the area shall be preserved.~~

1 ~~FLU 5.4.3 Environmentally sensitive areas shall be preserved in a way that will~~
2 ~~maintain their integrity as wildlife habitat consistent with the definition in Chapter 3,~~
3 ~~Definitions. The County shall require mandatory clustering on the upland areas of~~
4 ~~properties that are impacted by environmentally sensitive areas; however, for~~
5 ~~those properties that lack an adequate amount of uplands, limited development in~~
6 ~~the OSP would be permitted if a taking would result.~~

7
8 ~~FLU 5.4.4 Key wildlife corridors shall be identified and protected from the impacts~~
9 ~~of development.~~

10
11 ~~FLU 5.4.5 Measures shall be implemented to reduce greenhouse gas (GHG)~~
12 ~~emissions consistent with the intent of Chapter 2008-191, Laws of Florida. The~~
13 ~~implementation of this policy shall include but not be limited to the following~~
14 ~~measures:~~

- 15
16 a. ~~Reduction of vehicle miles traveled (VMT) by~~
17 ~~encouraging the design of compact, walkable, mixed-~~
18 ~~use, transit-oriented neighborhoods.~~
19 b. ~~Creation of a highly interconnected, multi-modal~~
20 ~~transportation that incorporates facilities for current and~~
21 ~~future transit systems.~~
22 c. ~~Promotion of alternative (non-fossil fuel) energy sources.~~

23
24 ~~FLU 5.4.6 To ensure appropriate identification, protection and management of~~
25 ~~regionally significant natural resources within the OSP, the following process is~~
26 ~~established:~~

- 27
28 1. ~~Regionally significant natural resources, including water~~
29 ~~bodies, wetlands, listed species habitat, unique vegetative~~
30 ~~communities and publicly owned lands acquired for~~
31 ~~conservation purposes, shall be identified at the long-term~~
32 ~~master plan level utilizing publicly available data. These~~
33 ~~resources shall be depicted on the long-term master plan~~
34 ~~framework map as "Anticipated Conservation Areas."~~
35
36 2. ~~At the Detailed Specific Area Plan (DSAP) level, Anticipated~~
37 ~~Conservation Areas shall be subject to further study and~~
38 ~~refinement. Methods such as photo-interpretation and~~
39 ~~ground-truthing shall be utilized to verify and, where~~
40 ~~appropriate, revise Anticipated Conservation Area~~
41 ~~boundaries. These areas shall be depicted as Low Impact~~
42 ~~Natural Resource Areas (LINRA) on the DSAP land use~~
43 ~~map. LINRA designation is intended to identify areas of~~
44 ~~regionally significant natural resources within the Mid-West~~
45 ~~Escambia County Sector Plan. It is anticipated that these~~
46 ~~areas will be subject to further delineation under the State~~
47 ~~of Florida's Environmental Resource Permit (ERP) program~~

and may be regulated accordingly.

3. Land within a DSAP and located within areas designated as LINRAs will be evaluated during the development review process for environmental significance. Land uses, densities, and intensities will be that of the underlying land use plan. However, wetlands and other environmentally sensitive lands as defined in Section 3.04 will be subject to the relevant requirements of Conservation Policies 1.3.7, 1.3.8 and Conservation Objective 1.4. Lands identified through the permitting process for preservation shall be protected through the recordation of conservation easements consistent with Section 704.06, Florida Statutes.

OBJ FLU 5.5 Community Design

Adopt development guidelines that implement the community design principles of the Optional Sector Plan area.

POLICIES

FLU 5.5.1 The OSP shall contain mixed-use town, village and neighborhood centers. The location of these centers shall be generally consistent with the conceptual long-term build-out overlay. The intent of these centers is to provide recreation, retail, service, and employment opportunities within close proximity to residential neighborhoods. These centers and the surrounding neighborhoods shall be linked by interconnected, multi-modal transportation corridors containing pedestrian, bicycle, public transit and auto facilities, thereby encouraging alternative forms of travel and reducing both Vehicle Trips (VT) and Vehicle Miles Traveled (VMT). Prior to site development a conceptual plan will be provided to the county to demonstrate these standards set forth below.

A. Town Center

The Town Center is intended to be the retail center of the OSP and capture a market area approximately 5 to 15 miles in size. The design of the Town Center is intended to be compact, mixed-use and similar in nature to traditional downtown cores. The Town Center shall be designed to accommodate approximately 500,000 to 1,000,000 sq. ft. of non-residential uses predominantly comprised of retail and office space. The Town Center shall contain significant residential opportunities. Residential uses shall be limited to multi-family units which may be located above

ground floor office or retail uses. In addition, higher density single-family development may occur within ½ mile of the Town Center. Development within the Town Center shall be consistent with the following standards:

<i>Development Standards</i>	
Maximum Size	500 net acres*
Maximum FAR	1.0
Maximum Gross Floor Area	1,200,000 sq. ft.
Minimum Residential Density	10.0 du. ac.

**Net acres are to be defined as gross acreage less water bodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	30%	50%
Office	20%	40%
Commercial	20%	40%
Industrial	Not Permitted	
Recreation/Public	15%	No Maximum

**Percentages shall be applied to the Town Center as a whole and not by individual parcel.*

B. Village Centers

Village Centers are intended to be sub-area retail centers and capture a market area approximately ½ to 2 miles in size. The design of Village Centers shall be compact, mixed-use and similar in nature to traditional, small town main streets. Village Centers shall be designed to accommodate approximately 40,000 to 200,000 sq. ft. of non-residential uses predominantly comprised of retail and office space. In addition, Village Centers may contain centralized park and recreation, community and educational facilities. Development within the Village Centers shall be consistent with the following standards:

<i>Development Standards</i>	
Maximum Size	40 net acres*
Maximum FAR	.50
Maximum Gross Floor Area	200,000 sq. ft.
Minimum Residential Density	7.0 du. ac.

**Net acres are to be defined as gross acreage less water bodies and wetlands*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	20%	40%
Office	40%	25%
Commercial	15%	30%
Industrial	Not Permitted	
Recreation/Public	10%	No Maximum

**Percentages shall be applied to each Village Center as a whole and not by individual parcel.*

***Residential uses shall be limited to multi-family and may be located above ground floor office or commercial.*

C. Neighborhood Centers

Neighborhood Centers are intended to provide small, neighborhood serving retail and service opportunities with a market area approximately ¼ to 1 mile in size. The design of Neighborhood Centers shall be compact and pedestrian oriented. Neighborhood Centers shall be designed to accommodate approximately 1,000 to 15,000 sq. ft. of non-residential uses. In addition, Neighborhood Centers may contain centralized park and recreation, community and educational facilities. Neighborhood Centers shall be generally located as indicated on the Optional Sector Plan long-range conceptual framework map. Additional neighborhood centers may be considered where market data and analysis demonstrate the trade area will support an additional center. Development within the Neighborhood Centers shall be consistent with the following standards:

<i>Development Standards</i>	
Maximum Size	5 net acres*
Maximum FAR	.25
Maximum Gross Floor Area	15,000 sq. ft.
Minimum Residential Density	5.0 du. ac.

**Net acres are to be defined as gross acreage less water bodies and wetlands.*

<i>Land Use Mix*</i>	<i>Minimum</i>	<i>Maximum</i>
Residential**	-	-
Office	0%	20%
Commercial	0%	35%
Industrial	Not Permitted	
Recreation/Public	20%	No Maximum

**Percentages shall be applied to each Neighborhood Center as a whole and not by individual parcel. **Residential uses shall be limited to multi-family and must be located above ground floor office or commercial.*

FLU 5.5.2 The OSP shall contain a mixture of residential neighborhoods that vary in regards to dwelling unit type and density. The location of these neighborhoods shall be generally consistent with the conceptual long term build-out overlay. The intent of these neighborhoods is to provide a variety of housing options and within close proximity to schools and parks as well as retail, service, and employment opportunities. The location and design of new neighborhoods shall be such that they ensure the continued protection of natural resources and existing neighborhoods, promote a strong sense of community, and provide access to nearby recreational opportunities.

A. Traditional/Urban Neighborhoods

Traditional/Urban Neighborhoods are intended to be high density, compact communities adjacent to centralized retail and service opportunities. Traditional Urban Neighborhoods shall be designed in a manner that creates a strong sense of place through the layout of the streets,

arrangements of open space, appearance of streetscapes and linkage of neighborhoods to supporting services. To allow the efficient use of land and infrastructure, increase walkability and support existing and future transit systems, Traditional/Urban Neighborhoods shall be located generally within ½ mile of Town, Village or Neighborhood centers and contain a variety of housing types ranging on average from 5 to 25 dwelling units per gross acre. Individual sites may have density greater than 25 units per gross acre provided the average density stays within the 5 to 25 dwelling units range.

B. New Suburban Neighborhoods

Residential development generally greater than ½ mile from Town, Village or Neighborhood centers shall be in the form of New Suburban Neighborhoods. These neighborhoods are intended to be medium density communities comprised of a highly interconnected transportation system including pedestrian, bicycle, and automobile networks. A variety of housing types ranging from 3 to 10 dwelling units per gross acre shall be permitted.

C. Conservation Neighborhoods

Residential neighborhoods generally greater than 1/2 mile from Town, Village or Neighborhood centers with a density less than 2.5 dwelling units per gross acre shall only be permitted as Conservation Neighborhoods. Conservation Neighborhoods are intended to replace typical suburban neighborhoods with a more efficient and environmentally protective development pattern. Conservation Neighborhoods shall be low density, clustered communities with a distinct “edge” consisting of interconnected open space. This open space shall serve to protect and preserve areas of significant natural resources and wildlife habitat while offering passive recreational opportunities to residents. Conservation Neighborhoods shall be required to preserve a minimum of 50% open space. Open space shall be preserved in perpetuity through a conservation easement.

FLU 5.5.3 Escambia County recognizes the number of pre-existing neighborhoods within the OSP. These neighborhoods range from loosely associated subdivisions of land to historical communities with a strong sense of place. Through the Detailed Specific Area Plan (DSAP) process, residents of existing neighborhoods will be asked to provide input regarding new development within the OSP. In addition, existing neighborhoods will be provided the opportunity to either redevelop or more strongly establish their existence through the use of organizing elements such as signage and designation of a community park or center.

FLU 5.5.4 To reduce the impacts and costs of transportation and create a neighborhood focal point, the County shall encourage the location of schools, consistent with Chapter 16, Public Schools Facilities Element, within residential neighborhoods or adjacent to centers. Co-location with community parks shall be encouraged.

FLU 5.5.5 Residential and non-residential construction within the OSP shall promote

green building principles intended to reduce overall energy and water consumption.

OBJ FLU 5.6 Specific Area Plans

Adopt procedures and guidelines for the development and approval of detailed specific area plans.

POLICIES

FLU 5.6.1 Development within the OSP shall be subject to the adoption of Detailed Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000 acres in size and developed in sufficient detail to allow evaluation of the interrelationship of its parts and establish consistency with principles and criteria contained in FLU 5.1.1-FLU 5.5.5. Until and unless a DSAP is approved by the Escambia County Board of County Commissioners and found in compliance by the Florida Department of Economic Opportunity, the property in the OSP shall maintain the underlying future land use category (e.g. Agricultural, Rural Community, Mixed-Use Suburban) and zoning district (e.g. the agricultural, the rural community, the mixed-use low density zonings or the equivalents), except for those projects that are vested.

All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the OSP shall be reviewed on a case-by-case basis for the effect of such development approval on adopted or future DSAPs and in compliance with the general principles established in FLU Policy

5.1.2. At a minimum, development of a DSAP must include the following information:

I. DSAP Boundary Determination Analysis

Conduct a preliminary site analysis of the proposed DSAP area to determine appropriate boundaries. This analysis shall include the following:

1. Identification of the extent and location of natural resources.
2. Identification of the environmental opportunities and constraints to development within the area.
3. Identification of the net usable land area.
4. Determination of a maximum development scenario based upon the uses, densities and intensities identified in the Conceptual Long-term Build-out Overlay.
5. A Jobs-to-housing balance assessment consistent with policy FLU 5.3.4 and utilizing a professionally acceptable methodology.
6. Identification of public facilities and services available to the area;

1 available capacity; potential deficiencies; and an approximation
2 of necessary improvements.
3
4
5

6 The final boundaries for a DSAP must be approved by Escambia County before
7 initiating a conceptual DSAP as described in Section II below.
8
9
10

11 **II. Conceptual DSAP**

12 The intent of the Conceptual DSAP process is to prepare an initial plan for
13 public review and comment. A Conceptual DSAP shall address the
14 following:
15

- 16 1. The location of neighborhoods, centers and regional employment
17 districts generally consistent with the conceptual long-term buildout
18 overlay. For neighborhoods, a computation of density shall be
19 provided along with the permitted uses and proposed lot sizes. For
20 centers, a computation of density and intensity shall be provided,
21 as well as the area and percentage of land use mix consistent with
22 the categories found in FLU 5.5.1. For regional employment
23 districts, a computation of the area, intensity and percentage of
24 land use mix consistent with the categories found in FLU 5.2.1
25 shall be provided.
26
- 27 2. Circulation routes for pedestrians, bicycles, transit and
28 automobiles, including consideration for connection with the
29 surrounding area. For each facility to be included in the DSAP,
30 design criteria should be included addressing:
 - 31 • Roadway cross sections
 - 32 • On-street parking (if applicable)
 - 33 • Pedestrian, Bicycle and Transit facilities
 - 34 • Landscape and streetscape standards
- 35 3. Location and size/capacity of major infrastructure components
36 including wastewater, water, re-use water, stormwater and
37 solid waste.
38
- 39 4. Design criteria proposed for each land use category proposed
40 for the DSAP including, but not limited to:
 - 41 • Typical lot size
 - 42 • Setbacks
 - 43 • Height
 - 44 • Density
 - 45 • Floor Area Ratio (commercial)
 - 46 • Signage
- 47 5. Strategies for the integration of existing development.
48
49

1 The Conceptual DSAP shall be presented to the public at an information-
2 workshop. This workshop is to be advertised in a manner consistent with Chapter
3 4, Public Participation. In addition, each property owner in the DSAP and each
4 property owner within 1,000 feet of the boundary of the DSAP must be notified of
5 the workshop. Substantial compliance with the provisions of this policy regarding
6 the various methods for providing notice shall be sufficient to constitute notice to
7 all affected parties. Comments from the public must be documented and included
8 in a report to Escambia County.

9
10 **III. Preliminary DSAP.**

11 Based on the results of the informational workshop described in Section
12 II., prepare a Preliminary DSAP shall be prepared. At a minimum, this
13 plan shall consist of the following elements:

14
15 1. Statement of the community goals and objectives to
16 be accomplished by the DSAP.

17
18 2. DSAP exhibits including:

19
20 a. A detailed land use plan indicating the distribution,
21 extent and location of future land uses, including the
22 proposed

23 locations for transportation facilities (auto, transit, bike,
24 pedestrian), major community services (water and
25 wastewater plants, fire and police substations,
26 government buildings), neighborhood school(s), parks
27 and any conservation areas.

28
29 b. A detailed public facilities plan identifying regionally-
30 significant public facilities, including public facilities
31 outside the jurisdiction of Escambia County, anticipated
32 impacts of future land uses on these facilities and
33 required improvements consistent with Chapter 9J-2,
34 Florida Administrative Code. In addition, this plan shall
35 include the following components:

36
37 i. A transportation analysis consistent with Chapter
38 9J-2, indicating the general location of all arterial
39 and collector roadways necessary to serve the
40 DSAP, their right-of-way width, and design cross-
41 section. It should also address the proposed
42 location of transit routes and the manner in which
43 they can be integrated into the regional
44 transportation system. The general location of all
45 bikeways and pedestrian paths should
46 demonstrate access to all schools, commercial
47 and civic areas from any point in the DSAP. The

1 transportation analysis should be accompanied by
2 a report demonstrating the impact on
3 transportation facilities and documenting the timing
4 and estimated cost for transportation
5 improvements required by development of the
6 DSAP. Prior to initiation of any transportation
7 analysis, the County shall consult with the Florida
8 Department of Transportation (FDOT) regarding
9 the analysis methodology in regards to impacts to
10 the Florida Intrastate Highway System (FIHS).
11 Each DSAP shall analyze the cumulative traffic
12 impact of all previously approved DSAPs on the
13 area road network, including the FIHS. Prior to
14 approval of any DSAP, the Florida DOT shall have
15 the opportunity to comment on the traffic analysis
16 in regards to impacts to any State roads.

17
18 ii. A public improvements analysis that identifies the
19 location and size of the water and wastewater
20 systems necessary to support development of the
21 DSAP. The analysis shall address demand, the
22 location and size of plants, major distribution and
23 collection systems, the design performance
24 standards that will be used in the review and
25 approval of all development plans processed for
26 the individual land use categories, the proposed
27 source of funding, and the approximate timing for
28 construction.

29
30 c. A housing analysis addressing the need for affordable
31 and workforce housing within the DSAP, the ability of
32 the DSAP to provide a sustainable balance of housing
33 units to employment opportunities, and potential
34 impact of the proposed plan on existing
35 neighborhoods and infill opportunities throughout the
36 County.

37
38 d. A detailed natural resource analysis that identifies
39 specific measures to assure the protection of
40 regionally significant natural resources and other
41 important resources both within and outside the
42 jurisdiction of Escambia County, including those
43 resources identified in Chapter 9J-2, Florida
44 Administrative Code.

45
46 e. An energy efficiency analysis addressing the
47 ability to reduce greenhouse gas emissions and

1 improve energy efficiency within the DSAP.

- 2
3 f. A land use need analysis addressing the amount of
4 land necessary to accommodate both the projected
5 population and future employment opportunities and
6 promote sustainable development patterns.

7
8 The Preliminary DSAP shall be presented to the public at an
9 informational workshop as per the requirements of Section II.

10
11 **IV. Final DSAP and Report**

12 Refinements to the Preliminary DSAP documents, based on the
13 informational workshop described in II, shall be prepared. The
14 resulting Final DSAP shall be submitted to Escambia County for
15 review and approval by the Planning Board and Board of County
16 Commissioners. DSAP's prepared by an individual property owner or
17 other venture must be presented through the County planning staff
18 to the Board of County Commissioners. The DSAP will not be
19 effective until approved by the Escambia County Board of County
20 Commissioners.
21
22
23

24 **V. Changes to an Existing DSAP.**

25 Any addition or deletion of property or changes to the
26 neighborhood, center or district boundaries in an approved
27 DSAP shall follow the County's established processes. It shall
28 include an evaluation and
29 analysis of the impacts to the approved or planned land uses and
30 the ability of the proposed amendment to meet the principles and
31 guidelines outlined in this plan. Such additions or deletions shall not
32 be designed to create remnant areas or fragmented DSAPs.
33

34 FLU 5.6.2 Approval of zoning changes shall be based on consistency with
35 the OSP principles and guidelines outlined in FLU 5.1.1-5.5.4. Specifically,
36 such changes shall consider the impact on the overall DSAP in terms of the
37 central focus of the land uses in the DSAP, with higher density in general
38 proximity to Centers.
39

40 FLU 5.6.3 Once a DSAP is adopted by the Board of County
41 Commissioners, all applications for development approval (i.e., lot splits,
42 special exceptions, variances) under the existing zoning shall be evaluated
43 for compatibility with the adopted DSAP.

44 FLU 5.6.4 Applications for a comprehensive plan amendment to establish a
45 DSAP shall include an analysis matrix indicating compliance with the
46 specific requirements of Sec. 163.3245, Florida Statutes.
47

48 FLU 5.6.5 OSP design criteria shall be incorporated into the Land

1 ~~Development Code within one year of the adoption of the first DSAP. All~~
2 ~~development within the boundary of an adopted DSAP shall comply with the~~
3 ~~OSP design criteria and other applicable provisions of the LDC. Where~~
4 ~~OSP design criteria conflict with other LDC provisions, the OSP criteria~~
5 ~~shall govern.~~

6
7 ~~FLU 5.6.6 Should a development be proposed requiring an amendment to~~
8 ~~the OSP, which the County Local Planning Agency determines is contrary~~
9 ~~to the intent of the OSP planning concept and, therefore, should not be~~
10 ~~exempt from the requirements of Section 380.06 Florida Statutes, the~~
11 ~~applicant may be required, with concurrence by the FDEO, to be processed~~
12 ~~as a DRI.~~

13
14 **~~OBJ FLU 5.7 Adequate Public Facilities and Services~~**

15
16 **~~Adopt procedures and guidelines for the provision of adequate public~~**
17 **~~facilities to serve the OSP and subsequent DSAPs.~~**

18
19 **~~POLICIES~~**

20
21 ~~FLU 5.7.1 Each DSAP shall be evaluated to determine whether adequate public~~
22 ~~facilities and services exist or will be in existence to serve the identified needs of~~
23 ~~the DSAP.~~

24 ~~FLU 5.7.2 Prior to or in conjunction with the approval of an DSAP by the~~
25 ~~Escambia Board of County Commissioners, the land for the following public~~
26 ~~facilities shall be conveyed to Escambia County or a development agreement~~
27 ~~addressing the timely conveyance of such lands shall be approved by Escambia~~
28 ~~County.~~

- 29 ~~• Land for identified schools sites, consistent with Chapter 16,~~
30 ~~Public Schools Facilities Element.~~
31 ~~• Land for identified parks and recreation facilities~~
32 ~~• Right-of-way for identified collector and arterial roadways~~
33 ~~necessary to serve the DSAP~~
34 ~~• Land for identified potable water and wastewater treatment~~
35 ~~facilities~~
36 ~~• Right-of-way for all utilities necessary to serve the DSAP~~

37
38 ~~FLU 5.7.3 Procedures and guidelines governing the provision of adequate public~~
39 ~~facilities and services shall not replace or supersede and provisions of the~~
40 ~~Escambia County concurrency management system.~~

41
42 **~~OBJ FLU 5.8 Intergovernmental Coordination~~**

43 **~~Adopt procedures to ensure intergovernmental coordination to address~~**
44 **~~extra jurisdictional impacts.~~**

45
46 ~~FLU 5. 8.1 To provide for intergovernmental coordination to address extra-~~
47 ~~jurisdictional impacts within the jurisdiction of the Florida Department of~~

1 ~~Economic Opportunity as prescribed in Florida Statutes under Chapter 9J-2,~~
2 ~~F.A.C., the County shall provide to adjacent municipalities and counties, other~~
3 ~~units of government providing services but not having regulatory authority over~~
4 ~~the use of land, state and regional regulatory agencies, and the Escambia~~
5 ~~County School Board, information and copies of appropriate material related to~~
6 ~~the applications for a DSAP. The material provided shall include information~~
7 ~~indicating issues of regional significance in the region, or containing regional~~
8 ~~policies. It shall include material describing planning, permitting or review~~
9 ~~requirements of state, regional or local significance. It shall also include detailed~~
10 ~~identification of regionally significant public facilities, including public facilities~~
11 ~~outside the jurisdiction of Escambia County, anticipated impacts of future land~~
12 ~~uses on those facilities, and required improvements consistent with Florida~~
13 ~~Statutes with Chapter 9J-2, F.A.C. The adjacent municipalities, counties, other~~
14 ~~units of government and regulatory agencies shall have the opportunity to review~~
15 ~~and provide comments to the County, to ensure communication and coordination~~
16 ~~are used to minimize any potential adverse impacts.~~
17

Chapter 8 Mobility Element.

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

GOAL MOB 1 TRANSPORTATION

Escambia County shall will provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

OBJ MOB 1.1 Transportation System

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICIES

~~MOB 1.1.1 **New Development.** Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County standards so that the roads, upon construction, may be accepted into Escambia County's road system. Nothing in this policy shall be interpreted to preclude the County from requiring the development to pay all costs to the County associated with construction of any transportation improvement made necessary by the development.~~

~~**MOB 1.1.2 1 Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity and for issuance of development orders. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for FHHS and SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT. as shown below according to the functional classification of roadways identified on the 2005 Federal Functional Classifications Map. The Mobility Series is attached herein to this ordinance as Exhibit E. The Mobility Series includes the 2005 Federal Functional Classifications Map, the Number of Lanes – Escambia County Map, the FL-AL TPO Prioritized Bicycle & Pedestrian Projects Map, the Transportation Improvement Program FY 2010-2014 Major Projects Map, the Traffic Volume & Level of Service Report, and the FL-AL TPO Long Range Plan (future roadway). The FDOT LOS standards are also used for SIS facilities.~~

Roadway Functional Classification	Annualized P.M. Peak Hour Level of
--	---

		Service Standard
Florida Intrastate System Roads		
Principal Arterial (SIS Rural)		B
Principal Arterial (SIS Urbanized)		C
Transportation Regional Incentive Program and Emerging SIS Connector Funded Roads		
Minor Arterial (Urbanized)		D
Other State and Local Roads		
Principal and Minor Arterial (Rural)		C
Principal and Minor Arterial (Urbanized)		D
Major and Minor Collector (Rural or Urbanized)		E

MOB 1.1.23 On-site Facilities. All new private developments, including but not limited to planned unit developments, shopping centers, multifamily residential projects and other projects with internal circulation and parking needs shall will be required to provide safe and convenient on-site traffic flow as indicated in the LDC. , facilities for non- motorized transportation and sufficient vehicular parking to accommodate the needs of the development. This policy does not apply to residential subdivisions.

MOB 1.1.3-4 Non-motorized Transportation. All new public road construction projects in urban areas or community redevelopment areas shall will accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

MOB 1.1.45 Maintenance and Reconstruction Priorities. Escambia County shall will continue its practice of maintaining and/or reconstructing County roads on an “on-going” basis through implementation of the Capital Improvements Program (CIP) and the Concurrency Management System. The County shall will utilize CIE 1.2.2 together with any cost/benefit analysis, traffic analysis, and analysis of the physical condition of the various roadways within the County. Said analyses may be performed by Escambia County or others.

MOB 1.1.56 Participation in Transportation Planning Organization. Escambia County will participate in and cooperate with the preparation of the Florida Alabama Transportation Planning Organization’s (TPO’s) Cost Feasible Plan and will continue its active participation with the TPO to ensure that the TPO recommendations and activities are consistent with this Plan. In addition, the County will continue to encourage the TPO to request funding for the Florida Department of Transportation (FDOT) by the governor and the legislature.

MOB 1.1.7 Planning for Major Commercial Use. Applications for large-scale commercial development review shall address adequate traffic circulation, parking and access management measures that are necessary to minimize

1 access to impacted State and County road segments, promote compatibility
2 and functional relationship of adjacent land uses and provide adequate buffer
3 and landscape requirements. Escambia County shall encourage joint access
4 agreements with adjacent property owners, encourage a mix of land uses that
5 place less traffic intensive land uses adjacent to arterial segments, provide
6 incentives for not platting commercial lots with direct access to arterial
7 segments and apply density bonuses for converting commercial land uses to
8 residential land uses.

9
10 **MOB 1.1.68 Future Transportation Corridors.** Escambia County shall will
11 preserve future transportation corridors as identified in the current adopted
12 TPO Long Range Plan Fiscal year (FY) 2010-2014 Plan Maps MOB 2A-C.
13 The TPO FY 2010-2014 Plan is attached herein to this ordinance as Exhibit F.

14
15 **MOB 1.1.79 Access Management.** Escambia County shall will promote
16 access management by limiting the number of conflict points that a motorist
17 experiences during travel, separating conflict points as much as possible when
18 they cannot be eliminated, and controlling the turning movements to facilitate
19 traffic flow on affected roadways.

20
21 **MOB 1.1.840 Commuter Assistance Programs.** Escambia County will
22 support the TPO commuter assistance programs in order to reduce the number
23 of vehicle miles traveled per capita in the community and region.

24
25 **MOB 1.1.944 Cross-Access.** Escambia County will incorporate requirements
26 for cross-access easements and connections for commercial sites in the LDC.
27 The County will prioritize the implementation of this policy based on corridor
28 planning efforts. The regulations will be implemented on private properties along
29 roadways with proper connection spacing and an access management plan.

30
31 **MOB 1.1.12 Ozone Task Force Recommendations.** Escambia County will
32 implement the following recommendations of the 2001 Escambia County
33 Ozone Task Force Report so as to modify peak hour demand and reduce the
34 number of vehicle miles traveled per capita in the community and region.

- 35
36 a. Implement flex work hours (i.e. extended hours, four-day work-
37 week) for government employees during peak ozone season June
38 through September).
39 b. Provide information about benefits of flex work hours to local
40 industry and encourage use of such programs.
41 c. Encourage mixed use development offering sidewalks and
42 bicycle paths.
43 d. Accelerate bicycle/pedestrian improvements.
44 e. Promote telecommuting and teleconferencing.

45
46 **MOB 1.1.1043 Safe Routes to School, Enhancements, and Trails.**
47 Pursuant to Section 1006.23, Florida Statutes, Escambia County, the

Escambia County School Board, and the Community Traffic Safety Team ~~shall~~
will coordinate to prepare a “~~Safe Routes to School~~” “Transportation
Alternative” master plan for each public school and then implement
construction of improvements (e.g., sidewalks, shoulders) to encourage
walking to school. ~~SRTS improvements shall be focused to provide priority to~~
~~improvements within the following radii:~~

~~Elementary School — ½ mile radius~~
~~Middle and High School — 1 mile radius~~

MOB 1.1.1144 Required Bicycle and Pedestrian Facilities. Escambia County-
~~will encourage through private/public partnerships, through LDC provisions,~~
~~require~~ the installation of sidewalks along the street frontage of new
development (including but not limited to new development along routes shown
on the TPO Bicycle and Pedestrian Plan, the County’s Bicycle and Pedestrian
Plan, or the “Transportation Alternative” Plan) to provide connectivity and utility
for existing sidewalks in the vicinity of the development.

~~New development along routes shown on the TPO Bicycle and Pedestrian Plan,~~
~~the County’s Bicycle and Pedestrian Plan, or the SRTS Plan shall install~~
~~sidewalks and/or bicycle facilities as specified by those plans for any street~~
~~frontage of the development that coincides with those routes. New development~~
~~in proximity to a school shall install sidewalks consistent with policies PSF 1.4.5-~~
~~and PSF 1.4.6.~~

MOB 1.1.1245 Coordination with School District and Sidewalk Planning
Participation. Escambia County will coordinate with the Escambia County
School District regarding new school siting and needs at existing schools when
determining locations for improvements to pedestrian facilities. Escambia County
will also seek public input from citizens, the Escambia County School District,
and the development community regarding sidewalk needs and priorities.

~~**MOB 1.1.16 Sidewalk Planning Participation.** Escambia County will seek~~
~~public input from citizens, the School Board of Escambia County and the~~
~~development community regarding sidewalk needs and priorities.~~

MOB 1.1.1347 Intelligent Transportation System. Escambia County will
cooperate with FDOT staff concerning studies now underway that address
intelligent transportation system opportunities to improve system efficiency and
enhance safety.

MOB 1.1.1448 Roadway Improvement Recommendations. Escambia County
will monitor and plan for transportation facilities to meet current and future
demands. Escambia County will study roadway segments that are estimated to
exceed the adopted LOS standard and recommend specific improvements to
address deficiencies. These projects will be identified in the County’s CIP. The

County will develop and maintain a Transportation Level of Service plan which will provide for the monitoring of impacts to the transportation network and identify areas of concern and opportunities for improvement in partnership with the development community. This program will serve as the foundation of project review and evaluations, prioritizing roadway and transportation improvements as well as providing data for the LOS report and Transportation Level of Service Plan. Escambia County will continue to analyze and develop alternative mechanisms for funding roadway improvements and to shift the funding of development-related improvements from the County to the development source creating the impact.

~~These recommendations will be targeted toward short- and mid-range improvements.~~ The County will continue to work with the TPO to address long-range improvements identified in the Cost Feasible Plan and County Transportation Plan.

MOB 1.1.1549 Interregional and Intrastate Function Protection. Escambia County will ~~maintain~~ monitor and coordinate adopted LOS standards on arterial and collector roadways that parallel the State's Strategic Intermodal System (SIS) and Florida Intrastate Highway System (FIHS) to protect the system's interregional and intrastate functions.

MOB 1.1.1620 Interstate Interchange Additions. Escambia County ~~shall~~ will only promote the construction of additional interchanges on Interstate 10 and Interstate 110 if they protect the system's interregional and intrastate function.

MOB 1.1.1724 Interstate Crossing Additions. Escambia County will work with the TPO to strengthen the local roadway network by providing additional north-south and east-west crossings of Interstate 10 and Interstate 110, thereby protecting the FIHS interregional and intrastate functions.

MOB 1.1.1822 Road Improvement Funding Partnerships. Escambia County will pursue partnerships with FDOT, the Federal Highway Administration (FHWA), and private development entities to identify potential new revenue streams for roadway improvements and capacity enhancements at both the state and federal levels.

MOB 1.1.1923 Public-private Partnerships. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding from additional sources.

~~OBJ MOB 1.2 Transportation Concurrency Exception Areas~~

~~Establish Transportation Concurrency Exception Areas (TCEAs) to promote and enhance:~~

~~a. Urban redevelopment,~~

- ~~b. Infill development,~~
- ~~c. A variety of transportation choices and opportunities including automobile, pedestrian, bicycle and transit,~~
- ~~d. Escambia County's economic viability,~~
- ~~e. Desirable urban design and form,~~
- ~~f. A mix of residential and non-residential uses,~~
- ~~g. Streetscaping/landscaping of roadways within the County, and~~
- ~~h. Pedestrian and bicyclist comfort, safety and convenience.~~

~~Consistent with Section 163.3180, Florida Statutes, a TCEA may be established within areas designated for:~~

- ~~a. Urban infill development;~~
- ~~b. Urban redevelopment;~~
- ~~c. Downtown revitalization;~~
- ~~d. Urban infill and redevelopment under Section 163.2517, Florida Statutes; or~~
- ~~e. An urban service area that includes lands appropriate for compact, contiguous urban development, which does not exceed the amount of land needed to accommodate the projected population growth at densities consistent with the adopted comprehensive plan within the 10-year planning period, and which is served or is planned to be served with public facilities and services as provided by the Capital Improvements Element.~~

POLICIES

~~MOB 1.2.1 TCEAs Established.~~ The following TCEAs are hereby established, and the TCEA Map is attached herein to this ordinance as Exhibit G:

- ~~a. Warrington TCEA – That area coterminous with the area approved in 1995 as the Warrington Redevelopment Area and including the Sunset Avenue Corridor of Navy Point;~~
- ~~b. Fairfield Drive TCEA – That area coterminous with the approved Englewood-Ebonwood and Palafox Redevelopment Areas and including a portion of the Brownsville Redevelopment Area.~~

~~The Transportation Concurrency Exception Areas will continue to be reviewed annually to ensure they meet the TCEA requirements; results of this review will be reported in the County's Comprehensive Plan Implementation Annual Report.~~

~~MOB 1.2.2 LOS Exemptions.~~ All land uses and development located within the Warrington and Fairfield Drive TCEAs shall be exempted from transportation concurrency for roadway LOS standards. Developments outside of the TCEA that impact roadways within the TCEA shall be required to meet transportation

concurrency standards.

MOB 1.2.3 Transportation Improvements. ~~Transportation concurrency exceptions granted within the TCEA shall not relieve development from being required to construct transportation improvements that are required due to traffic safety and/or operating conditions.~~

MOB 1.2.4 TCEA Proportionate Fair Share. ~~Within the TCEAs, development or redevelopment shall be required to mitigate transportation impacts proportional to those impacts based on trip generation (including all phases) by providing the following:~~

- ~~a. Sidewalk connections from the development to existing and planned public sidewalk along the development frontage.~~
- ~~b. Cross-access connections/easements or joint driveways, where available and economically feasible.~~
- ~~c. Deeding of land or conveyance of required easements along the property frontage to the County, as needed, for the construction of public sidewalks, bus turn-out facilities, and/or bus shelters. Such deeding or conveyance of required easements, or a portion of same, shall not be required if it would render the property unusable for development. The placement of a bus shelter and related facilities on private property with an appropriate agreement with the County may be used in lieu of deeding or conveyance of easements, if agreeable to the County.~~
- ~~d. Closure of existing excessive, duplicative, or unsafe curb cuts or narrowing of overly wide curb cuts at the development site, as defined in the Access Management portion of the LDC.~~
- ~~e. Provide safe and convenient on-site pedestrian circulation such as sidewalks and crosswalks connecting buildings and parking areas at the development site.~~
- ~~f. Funding of corridor assessments and TCEA mobility studies to ensure goals are maintained.~~

OBJ MOB 4.3 1.2 Transportation and Land Use

Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the FLUM and maintaining consistency between land use decisions and traffic circulation system improvements.

POLICIES

MOB 4.3.4 1.2.1 Consistency. All plans and proposals for development and redevelopment as well as all land use decisions will be reviewed for consistency with the FLUM.

MOB 4.3.2 1.2.2 Non-motorized Transportation Facilities. Escambia County

1 ~~shall will~~ provide or require the provision of non-motorized transportation facilities
2 to link residential areas with recreational and commercial areas in a safe
3 manner. This may include the construction of sidewalks, bike lanes, installation
4 of signage, striping of roadways, or the like so as to accommodate non-
5 motorized transportation facilities.

6 7 **OBJ MOB 4.4 1.3 Coordinated Transportation Planning**

8
9 **Continually coordinate Escambia County's decision-making process with**
10 **the plans and programs of TPO and FDOT.**

11 12 **POLICIES**

13
14 **MOB 4.4.4 1.3.1 TPO Participation.** Escambia County will participate and
15 cooperate with the preparation of the TPO's Cost Feasible Plan. The County's
16 participation will continue to be the provision of representation on the TPO and
17 its several committees, paying its fair share of the cost to operate the TPO and
18 assuring that projects required within Escambia County are included within the
19 TPO and FDOT plans.

20
21 **MOB 4.4.2 1.3.2 Regional Priorities.** Escambia County will coordinate with the
22 TPO and FDOT to ensure that regional priorities are included in County decision
23 making.

24
25 **MOB 4.4.3 1.3.3 Interstate System Improvements.** In cooperation with the
26 TPO and FDOT, Escambia County will support improvements to the federal
27 interstate system located within the County. In addition the County ~~shall will~~
28 support the construction of a new roadway segment that links Interstate 10 with
29 Interstate 65.

30
31 **MOB 4.4.4 1.3.4 Transportation Improvement Plans.** Escambia County will
32 participate in and review the annual updates of the TPO five-year Transportation
33 Improvement Plan and the FDOT five-year Work Program to ensure that the
34 activities of the County and the transportation improvement plans of other
35 agencies are consistent.

36 37 **OBJ MOB 4.5 1.4 Corridor Preservation**

38
39 **Provide for the protection of existing and future rights-of-way from**
40 **encroachment by including appropriate regulations for standard right-of-**
41 **way, setback regulations, density and intensity regulation, right-of-way,**
42 **and scenic roadway designation within the provisions of the LDC.**

43 44 **POLICIES**

45
46 ~~MOB 1.5.1 Standard Right-of-way.~~ Within any Project Development and
47 Environmental Impact study for a capacity improvement project, standard right-

of-way shall be considered as follows:

Major Collectors — 80'

Major Arterials — 125'

Beltways — 300'

MOB 1.5.2 Setback Regulation. Escambia County shall, through zoning district provisions in the LDC, apply setbacks that will aid in the protection of existing and future rights-of-way, including transportation corridors, from building encroachments.

MOB 1.5.3 Density and Intensity Regulation. Escambia County shall regulate density and intensity within the existing or designated transportation corridor areas that may interfere with right-of-way needs.

MOB 1.5.4 Right-of-way Set Aside. Escambia County may require the set aside of right-of-way necessary to comply with programmed roadway widening or, as necessary, for proposed transportation corridors.

MOB 1.5.5 Scenic Roadway Designation. Because of their unique scenic character and related historic and tourist significance, Scenic Highway (SR-10A) and Perdido Key Drive (SR-292) are designated "scenic roadways." Parcels adjacent to these rights-of-way shall be the subject of specific sign controls in the LDC.

MOB 1.5.6 1.4.16 Proposed Transportation Corridors. Escambia County shall will make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted TPO's Cost Feasible Plan, the proposed or adopted County Capital Improvement Plan, or in any proposed or adopted Development of Regional Impact (DRI) or development plan. Transportation corridor protection regulations shall will be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

OBJ MOB 1.6 Automobile Use and Greenhouse Gas Reduction.

Through encouraging compact, mixed and multi-use developments and alternative mode transportation strategies Escambia County shall strive to reduce average per capita Vehicle Miles Traveled (VMT) within the County, overall contributing to a reduction in automobile generated greenhouse gas (GHG) emissions, Reducing the County average annual per capita Vehicle Miles Traveled (VMT) by 2.0% annually starting in 2010 totaling a 40% reduction by the year 2030, as compared to the FDOT 2008 baseline.

Escambia Average Annual Per Capita Vehicle Miles Traveled (VMT)

Year	Target Reductions
2010:	2008 Baseline (10,170 VMT)
2015:	10.0 percent decrease (9,150 VMT)
2020:	20.0 percent decrease (8,140 VMT)
2025:	30.0 percent decrease (7,120 VMT)
2030:	40.0 percent decrease (6,100 VMT)

POLICIES

MOB 1.6.1 Funding Research for VMT Reduction. Escambia County shall seek funding to support advocacy and research regarding VMT reduction, including establishing ongoing VMT modeling and monitoring on a County-wide basis and for development projects.

MOB 1.6.2 Vehicle Miles Traveled Reduction Strategies. Through its Land Development Code, Escambia County shall implement the following transportation and travel mode strategies in a long term effort to reduce average per capita Vehicle Miles Traveled (VMT) within the County:

- a. Require developments of over 200 acres to provide a highly interconnected system of complete streets (for pedestrians, bicycles and vehicles) to encourage the reduction of automobile use, trips and trip lengths.
- b. Require developments of over 200 acres to provide a connected network of pedestrian and bicycle facilities to promote biking and walking within new developments and redeveloping areas.
- c. Support appropriately located compact, high density mixed-use development within the Mid-West Sector Plan Overlay, Mixed-Use Urban, Mixed-Use Suburban and Commercial future land use districts.
- d. Coordinate with the Florida Department of Transportation to improve traffic management on State roads to reduce the aggregate time spent at traffic signals.
- e. Provide expedited development review to developments that can show, at project build-out, a 20% increased automobile trip internal capture using accepted FDOT methodologies or an average annual per person VMT that is 20% less than the Escambia County average, based upon most recent FDOT data.

GOAL MOB 2 TRANSIT

Escambia County shall will encourage the provision and use of a safe, efficient, and financially feasible mass transit transportation system, which is responsive to the community's needs, consistent with land use policies, and environmentally sound and that promotes economic opportunity and energy conservation.

1 **OBJ MOB 2.1 Bus Fleet**

2
3 **Ensure safe and efficient operation of the bus fleet.**

4 **POLICIES**

5 **MOB 2.1.1 Fleet Replacement.** Escambia County Area Transit (ECAT) ~~shall~~will
6 replace the bus fleet at 10 years or 500,000 miles, as recommended by the
7 Federal Transit Administration. The ECAT Map Series is attached herein to this
8 Plan as Exhibit H.

9
10 **MOB 2.1.2 Preventative Maintenance.** ECAT ~~shall~~will conduct preventative
11 maintenance of the bus fleet according to the preventive maintenance plan.

12
13 **OBJ MOB 2.2 Mass Transit and Growth Patterns**

14
15 **Operate an efficient and accessible fixed route mass transportation service**
16 **in support of the projected growth patterns of the service area while**
17 **maintaining or increasing ECAT's operating ratio.**

18
19 **POLICIES**

20
21 **MOB 2.2.1 Route Modernization.** ECAT ~~shall~~will modernize service from the
22 existing radial route system into a modified grid system to improve efficiency.

23
24 **MOB 2.2.2 Service Area Adjustments.** ECAT ~~shall~~will realign or adjust existing
25 routes to provide service to areas requiring service while at the same time
26 reducing service to lower-use areas in order to provide more efficient service to
27 more riders at comparable cost.

28
29 **MOB 2.2.3 LOS Standard.** ECAT ~~shall~~will establish and maintain a mass
30 transit LOS standard as measured by a 60-minute maximum period of wait
31 throughout the current areas and hours of service.

32
33 **MOB 2.2.4 Transportation Development Plan.** ECAT ~~shall~~will consider and/or
34 implement recommendations contained within the current transportation
35 development plan.

36
37 **MOB 2.2.5 Transportation Development Plan Implementation.** Upon
38 completion of the TPO Transit Development Plan Update, Escambia County will
39 amend the comprehensive plan to address (1) the establishment of land use and
40 site design guidelines in public transit corridors, which will assure the accessibility
41 of new development to public transit; (2) the establishment of numerical
42 indicators against which the achievement of mobility goals can be measured; and
43 (3) coordination with the Future Land Use element, which will encourage land
44 uses that promote public transportation.

1 MOB 2.2.6 **Marketing Strategy.** ECAT ~~shall~~will develop marketing strategies to
2 maximize the advertisement program within fiscal constraints.

3
4 MOB 2.2.7 **User Fee/Fare Policy.** ECAT ~~shall~~will develop a fare policy to
5 provide for routing fare increases in order to ensure the transit riders pay a fair
6 share of costs (user fee policy).

7
8 **OBJ MOB 2.3 Annual Review of Transit System**

9
10 **Provide for an efficient and safe transit system for all users.**

11 **POLICIES**

12 MOB 2.3.1 **Annual Operation Review.** ECAT ~~shall~~will annually review the
13 operation (i.e., bus routes, maintenance procedures, etc.) of the normal mass
14 transit system and the paratransit system to identify and correct deficiencies of
15 those operations.

16
17 MOB 2.3.2 **Annual Facilities Review.** ECAT ~~shall~~will provide for the annual
18 review and maintenance of all mass transit and paratransit facilities, with the
19 exception of the bus fleet, to ensure that buildings and other related facilities are
20 in proper working order and are supporting the continued efficiency of the
21 operations.

22
23 **OBJ MOB 2.4 Mass Transit ROW**

24
25 **Designate and protect future mass transit rights-of-way and corridors.**

26 **POLICIES**

27 MOB 2.4.1 **Consistency Review.** ECAT ~~shall~~will provide for the review of the
28 future mass transit map prior to the issuance of any land use certificate to
29 determine if development would conflict with any existing or future mass transit
30 rights-of-way or corridors as approved by the BCC.

31
32 MOB 2.4.2 **Special Review Process.** ECAT ~~shall~~will develop a special review
33 and approval mechanism for any land use certificate that is found to be in conflict
34 with existing or future mass transit rights-of-way or corridors approved by the
35 BCC.

36
37 **OBJ MOB 2.5 Handicapped Services**

38
39 **Provide service to the handicapped as required by U.S. Department of**
40 **Transportation Regulation 49 CFR Part 27 and to other transportation**
41 **disadvantaged persons.**

1 **POLICIES**

2
3 **MOB 2.5.1 Paratransit System Support.** ECAT ~~shall~~will contract or otherwise
4 provide for the coordinated paratransit system to fulfill the federal requirements
5 for transporting handicapped passengers and ~~shall~~will contract or otherwise
6 provide for the system to fulfill federal requirements for transporting
7 handicapped passengers.

8
9 **MOB 2.5.2 Vehicle Rehabilitation.** ECAT ~~shall~~will provide assistance to the
10 coordinated system by rehabilitating vehicles or other similar programs that will
11 support their efforts.

12
13 **MOB 2.5.3 Service Improvements.** In order to continually improve services,
14 education and individual transit training for disabled passengers and volunteer
15 companions should be provided.

16
17 **GOAL 3 PORTS**

18
19 **Escambia County ~~shall~~will advocate and promote the economic viability of**
20 **port operations in Escambia County consistent with the balanced**
21 **utilization of transportation facilities, natural resources, and available**
22 **waterfront land.**

23
24 **OBJ MOB 3.1 Port Facilities**

25
26 **Support the operation and expansion as necessary for port facilities**
27 **through intergovernmental coordination and in a manner consistent with**
28 **the goals, objectives, and policies in the Future Land Use, Coastal**
29 **Management, and Conservation Elements of this plan.**

30
31 **POLICIES**

32
33 **MOB 3.1.1 Coordinated Support.** Escambia County ~~shall~~will support continued
34 port operation and/or development coordination with appropriate agencies, both
35 governmental and private, recognizing that port facilities in Escambia County are
36 within the planning jurisdiction of the City of Pensacola.

37
38 **MOB 3.1.2 Consistency with Plan.** Escambia County ~~shall~~will support the
39 activities of port facilities to the extent consistent with the goals, objectives, and
40 policies contained in the Future Land Use, Coastal Management, Conservation,
41 and Mobility Elements.

42
43 **MOB 3.1.3 Industrial Land Use Designation.** Escambia County ~~shall~~will
44 consider port facilities in Escambia County to be water-dependent or water-
45 related industrial land uses. Any such facilities located within the jurisdiction of
46 Escambia County ~~shall~~will be considered as industrial land uses on the FLUM.

47
48 **MOB 3.1.4 Port and Navigation Projects.** Escambia County ~~shall~~will support

1 projects, which serve to maintain or expand port operations or navigation to the
2 extent that such projects meet all applicable permit requirements and standards,
3 consistent with appropriate objectives and policies in the Future Land Use,
4 Coastal Management, and Conservation Elements. The County ~~shall~~will
5 advocate for federal and state public works programs and projects that provide
6 funding for such projects.

8 **OBJ MOB 3.2 Access to Port Facilities**

10 **Ensure that surface transportation access to port facilities is properly**
11 **integrated with the traffic circulation portion of this element and with other**
12 **modes of surface and water transportation.**

14 **POLICIES**

16 **MOB 3.2.1 Public-Private Coordination.** Escambia County ~~shall~~will coordinate
17 with appropriate public and private sector agencies to provide adequate access
18 to port facilities.

20 **MOB 3.2.2 Coordinated Intermodal Transportation.** Escambia County ~~shall~~
21 will encourage and support the balanced intermodal management of surface and
22 water transportation through coordination of roadway, rail, and port facilities.

24 **OBJ MOB 3.3 Coastal Conservation and Port Services**

26 **Promote balanced utilization of coastal areas and resources consistent**
27 **with sound conservation principles and the need for the continued**
28 **provision of port services.**

30 **POLICIES**

32 **MOB 3.3.1 Resource Impact Mitigation.** Escambia County ~~shall~~will coordinate
33 with the City of Pensacola to ensure mitigation of adverse structural and
34 nonstructural impacts upon adjacent natural resources consistent with applicable
35 permit requirements.

37 **MOB 3.3.2 Qualified County Support.** Escambia County ~~shall~~will advocate
38 only those port maintenance and expansion projects that meet applicable permit
39 requirements and environmental standards.

41 **GOAL MOB 4 AVIATION FACILITIES**

43 **Escambia County ~~shall~~will provide public aviation facility services**
44 **sufficient to meet current and future economic development and passenger**
45 **needs and protect naval aviation facilities.**

47 **OBJ MOB 4.1 Airport Master Plan**

1 **Support the implementation activities set forth in the adopted airport**
2 **master plan for the Pensacola Gulf Coast Regional Airport as directed by**
3 **the BCC.**
4

5 **POLICIES**

6

7 **MOB 4.1.1 Coordinated Land Uses.** Escambia County ~~shall~~will coordinate
8 adjacent land uses with the City of Pensacola and the airport master plan to
9 provide development patterns that are compatible with airport development.
10

11 **MOB 4.1.2 Incompatible Development.** Escambia County ~~shall~~will enforce
12 adopted land development regulations that restrict the height, density and
13 intensity of development in areas adjacent to the airport boundaries and clear
14 zones to ensure that incompatible land uses will not be allowed to encroach on
15 airport facilities and hinder airport activities.
16

17 **MOB 4.1.3 County Review.** Escambia County ~~shall~~may review and comment
18 on proposed airport development and/or expansion that may impact the County.
19

20 **MOB 4.1.4 Stormwater Management.** Escambia County ~~shall~~will work with the
21 City of Pensacola and Florida Department of Environmental Protection (FDEP) to
22 ensure that adequate stormwater management techniques are provided for
23 existing and future airport development.
24

25 **OBJ MOB 4.2 Naval Aviation Facilities**

26

27 **Evaluate development proposals for property located within the**
28 **established AIPD overlays of the existing Naval aviation facilities within**
29 **Escambia County to ensure compatibility and to protect airfield facilities**
30 **from encroachment of incompatible land uses. The Naval aviation facilities**
31 **in Escambia County are of significant value to the County, and protecting**
32 **these important economic resources requires the prevention of the**
33 **development of airfield hazards and incompatible land uses.**
34

35 **POLICIES**

36

37 **MOB 4.2.1 Airfield Influence Planning Districts.** To promote an orderly
38 transition and the rational organization of land uses; protect the health, safety,
39 and welfare of the public; and maintain the mission of the military facilities,
40 Escambia County establishes AIPD overlays over and around each of the
41 military aviation facilities within Escambia County.
42 The Navy will designate a representative from NAS Pensacola and from NAS
43 Whiting Field to function as ex officio members of the Escambia County
44 Development Review Committee (DRC) as a part of the regular DRC process.
45

46 ~~**MOB 4.2.2 Development Plan Review.** The Navy shall designate a~~
47 ~~representative from NAS Pensacola and from NAS Whiting Field to function as~~

1 ~~ex officio members of the Escambia County Development Review Committee~~
2 ~~(DRC). As part of the regular DRC process the County will forward the weekly~~
3 ~~DRC agenda to the Navy designee. When a development is proposed within the~~
4 ~~AIPD overlay areas, the County will include a copy of the submitted development~~
5 ~~plans. The Navy designee will review the development plans for land use~~
6 ~~compatibility with the Navy mission in relation to proposed structure height,~~
7 ~~density and intensity of land use and will submit comments to County staff to be~~
8 ~~forwarded to the applicant.~~

9
10 **MOB 4.2.3 Military Representation.** Pursuant to Section 163.3175, Florida
11 Statutes, a representative of the military installations located within Escambia
12 County shall be placed on the Planning Board as an ex officio, nonvoting
13 member. The Navy's Planning Board representative shall coordinate with the
14 Navy Base Commanding Officers to review and comment on all proposed
15 Comprehensive Plan and LDC amendments that would affect the intensity,
16 density or use of the land within the AIPDs. The comments shall address the
17 impacts such proposed Comprehensive Plan or LDC changes may have on the
18 mission of the military installations. They shall include:

- 19
20 a. ~~Whether such proposed changes will be incompatible with the~~
21 ~~safety and noise standards contained in the Air Installations~~
22 ~~Compatible Use Zones (AICUZs) study adopted by the military~~
23 ~~installation for that airfield or the AIPD adopted by the County for~~
24 ~~that airfield;~~
25 b. ~~Whether such changes are incompatible with the findings of the~~
26 ~~Joint Land Use Study (JLUS) for the area;~~
27 c. ~~Whether the military installation's mission will be adversely~~
28 ~~affected by the proposed actions of the County.~~

29
30 **MOB 4.2.24 JLUS Amendment.** Needs of the Navy may be identified that
31 require an amendment to the completed JLUS. When a determination is made
32 that such an amendment is desirable, the Commanding Officer is encouraged to
33 provide information concerning any community planning assistance grants that
34 may be available to the County through the Department of Defense, Office of
35 Economic Adjustment.

36
37 **MOB 4.2.35 Interlocal Agreement.** An interlocal agreement to determine the
38 details of the coordination between the Navy and Escambia County ~~shall~~will
39 include, but not be limited to, the individual responsibilities of the County and the
40 Navy; the method by which the Navy will appoint a Planning Board
41 representative; the length of the term of appointment; the details of the
42 coordination required to produce, receive and transmit any Navy comments to
43 the State; establish who will be responsible for forwarding the comments; the
44 method by which the Navy will apprise the County of any available grants and
45 the details to be reported on the Annual Report on Comprehensive Plan
46 Implementation. The Military Interlocal Agreement became effective September
47 2003.

1 **MOB 4.2.46 County-Navy Coordination.** Escambia County ~~shall~~will coordinate
2 with the Navy to effectively regulate land uses in areas covered by the AIPD
3 overlays and the AICUZ to support the Navy's aviation mission while protecting
4 the private property rights of the land owners.

5
6 **MOB 4.2.57 Compliance Monitoring.** Escambia County ~~shall~~will monitor
7 development in the AIPDs for compliance with the JLUS recommendations and
8 AICUZ study requirements. Rezoning to a higher density will be discouraged.
9 The compatibility requirements will be revised as the mission of the military
10 facility changes or removed if the facility closes.
11

12 **MOB 4.2.68 Encroachment Control Planning.** Escambia County ~~shall~~will
13 utilize information provided by the Navy, such as the AICUZ Study Program
14 Procedures and Guidelines (OPNAVINST 11010.36C) or approved successor
15 and Aircraft Noise Survey, together with the recommendations of the JLUS when
16 developing plans to control the encroachment of incompatible development in the
17 vicinity of Naval Air Station Pensacola and Navy Outlying Landing Fields Saufley
18 and Site 8, to ensure protection of each installation's aviation mission.
19

20 **MOB 4.2.79 Infrastructure Impact Report.** A formal information exchange
21 between the County, FDOT, Emerald Coast Utilities Authority (ECUA), and other
22 utility service providers in the area will be established to explore the growth-
23 inducing impacts of utility expansion and infrastructure improvements within the
24 AIPD overlay areas in relation to the JLUS recommendations. Annual reporting
25 of the status of the planned utility expansion and infrastructure improvements will
26 be included in the Comprehensive Plan Implementation Annual Report.
27

28 **MOB 4.2.84 Annual Assessment.** Pursuant to ~~Section 163.3191(n)~~ Florida
29 Statutes and beginning in Fiscal Year 2004/2005, the County ~~shall~~will conduct
30 an annual assessment of the effectiveness of the criteria adopted pursuant to
31 ~~Section 163.3177(6)(a)~~, Florida Statutes, in achieving compatibility with military
32 installations in areas designated as AIPDs. This assessment ~~shall~~will be based
33 on a compilation of data for the calendar year and ~~shall~~will compare the current
34 year's development with the previous years' development relevant to the
35 following in each AIPD:
36

- 37 a. Single-family residential building permits in each AIPD area
38 based on the number of permits issued and broken down
39 by APZ and AIPD area.
- 40 b. Number of residential units (high density) approved and
41 permitted.
- 42 c. Extension of sewer and water lines in the AIPD Overlay areas as
43 reported by ECUA (or relevant potable water distributors).
- 44 d. Number of units approved in preliminary and final subdivision
45 plats.
- 46 e. Number of site plans for commercial projects approved.
- 47 f. Number of communication towers approved.
- 48 g. Number of variances and/or conditional use requests and

1 approvals.

2 h. Number of rezoning requests/approvals.

3 i. Number of future land use amendments.

4
5 The intent is to measure the increase or decrease in residential development
6 activity within the AIPDs to determine the effectiveness of the measures adopted
7 to control residential density and encourage commercial development, as
8 recommended by the JLUS. The County ~~shall~~will review the collected data to
9 ensure
10 compliance with the intent of the JLUS recommendations. In addition, an
11 analysis of the collected data over a period of time will assist in determining what
12 future changes may be required to enhance or improve the County's efforts to
13 control encroachment on the military installations. The reports ~~shall~~will be
14 included in the Annual Comprehensive Plan Implementation Report and ~~shall~~will
15 be further analyzed for inclusion in the Evaluation and Appraisal of the
16 Comprehensive Plan required every seven years.

Chapter 9 Housing Element.

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary, and affordable housing for all residents of Escambia County. In particular, the goals, objectives, and policies contained in this element are intended to identify and address current and future deficits in the provision of moderate, low, and very low income housing, group homes, foster care facilities, and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as to the residents of Escambia County, regarding the redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance, and critical housing assistance programs.

GOAL HOU 1 PROVISION OF HOUSING

Escambia County ~~shall~~will provide safe, sanitary, and affordable housing for the current and future residents of the County.

OBJ HOU 1.1 Housing Delivery Process

Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost, and location.

POLICIES

HOU 1.1.1 Residential Areas. The Escambia County FLUM and zoning maps ~~shall~~will identify areas suitable for residential development and/or redevelopment.

HOU 1.1.2 Site Development Criteria. The LDC ~~shall~~will include site development criteria for all housing types, including affordable and special needs housing.

HOU 1.1.3 Permitting Process. The LDC ~~shall~~will include an efficient and reasonable permitting process for residential development. This process ~~shall~~will include the use of checklists and referrals to appropriate regulatory agencies.

HOU 1.1.4 Adequate Infrastructure. To assure the sustainability of residential communities, Escambia County ~~shall~~will require new residential development to locate where adequate infrastructure is available.

HOU 1.1.5 Mixed-use Development. Escambia County ~~shall~~will encourage mixed-use development, which places housing within close proximity to non-residential opportunities, such as retail and employment centers.

1 HOU 1.1.6 **Ownership Types.** Escambia County ~~shall~~will recognize the need to
2 provide a mix of ownership types, including for-sale and rental units, to meet the
3 diverse needs of County residents.

4 HOU 1.1.7 **Housing Types.** Escambia County's Future Land Use Element and
5 LDC ~~shall~~will provide for a mix of housing types, including, but not limited to,
6 single- family residential, multi-family residential, mobile and manufactured
7 homes, live- work units, accessory dwellings, and other residential types that
8 vary in density, size, cost and location.

9 10 **OBJ HOU 1.2 Affordable Housing**

11
12 **Assure the provision of safe, sanitary and affordable housing for moderate,**
13 **low, and very low income residents.**

14 15 **POLICIES**

16
17 HOU 1.2.1 **Definition.** Escambia County ~~shall~~will define affordable housing as
18 housing with costs, including monthly rents or mortgage payments, taxes,
19 insurance, and utilities, not exceeding 30 percent of the amount that represents
20 the percentage of the median adjusted gross annual income for the households
21 in Florida Statutes as amended.

22 ~~residential dwelling units with monthly rents or mortgage payments (including~~
23 ~~taxes and insurance) that do not exceed 30 percent of median annual gross~~
24 ~~income for the following households:~~

25
26 a. ~~Moderate Income Household: 81-120 percent of area median~~
27 ~~family income~~

28 b. ~~Low Income Household: 51-80 percent of area median income~~

29 c. ~~Very Low Income Household: 0-50 percent of area median~~
30 ~~income~~

31
32 HOU 1.2.2 **Location.** Escambia County ~~shall~~will allow the location of affordable
33 housing in any residential FLUM category provided that the housing is
34 compatible with all applicable rules and regulations of the LDC.

35
36 HOU 1.2.3 **Development Types.** Escambia County ~~shall~~will promote
37 affordable housing opportunities by allowing cluster developments, zero-lot line
38 developments, planned unit developments, and other types of housing layouts
39 that may reduce the cost of individual dwelling units.

40
41 HOU 1.2.4 **Mobile or Manufactured Home Location.** ~~Escambia County shall~~
42 ~~designate areas on both the FLUM and Zoning maps that are suitable for the~~
43 ~~location of mobile or manufactured homes.~~ Escambia County will encourage the
44 use of modular homes, mobile, and/or manufactured as a type of housing as
45 defined by Florida Statutes within the appropriate zoning and FLU categories.

46 47 **OBJ HOU 1.3 Special Needs Housing**

1 **Ensure adequate housing opportunities are available in residential areas or**
2 **areas of residential character to accommodate citizens with special needs.**

3 **POLICIES**

4
5 HOU 1.3.1 **Location Criteria.** The LDC ~~shall~~will include criteria guiding the
6 location of housing for group homes, foster care facilities, and households with
7 special needs.

8
9 HOU 1.3.2 **Compatible Zoning.** Escambia County ~~shall~~will allow foster
10 care facilities and group homes, housing six or fewer residents, in any
11 residential zoning category. Group homes, housing seven or more
12 residents, may be located in any medium density, high density or mixed-use
13 category.

14
15 HOU 1.3.3 **Senior Needs.** Escambia County ~~shall~~will encourage the
16 development of accessible and affordable senior housing within close proximity to
17 support services and public infrastructure.

18
19 **OBJ HOU 1.4 Existing Neighborhoods and Redevelopment**

20
21 **Protect the character of existing residential neighborhoods, provide**
22 **opportunities for redevelopment, and infill development and reduce the**
23 **number of substandard housing units through the continued**
24 **implementation of structural and aesthetic improvement programs such**
25 **as but not limited to: preservation and infill, regulation enforcement,**
26 **construction inspection, improvement aid, unsafe building abatement,**
27 **substandard home removal, infrastructure improvement, and rental units**
28 **and housing stock conservation/rehabilitation.**

29
30 **POLICIES**

31
32 ~~HOU 1.4.1 **Preservation and Infill.** The LDC shall include standards that~~
33 ~~maintain existing neighborhood character while allowing compatible infill~~
34 ~~development.~~

35
36 ~~HOU 1.4.2 **Regulation Enforcement.** Escambia County shall implement~~
37 ~~strategies that enhance enforcement of existing regulations (i.e., abandoned~~
38 ~~property regulations, litter regulations, sign regulations, etc.), which maintain the~~
39 ~~aesthetics of existing residential areas.~~

40
41 ~~HOU 1.4.3 **Construction Inspection.** The LDC shall contain provisions for~~
42 ~~inspection procedures during the construction and reconstruction of residential~~
43 ~~units.~~

44
45 ~~HOU 1.4.4 **Improvement Aid.** Escambia County shall continue to allocate loan~~
46 ~~and grant assistance to moderate, low and very low income homeowners to aid~~
47 ~~in the improvement of substandard dwelling units.~~

~~HOU 1.4.5 **Unsafe Building Abatement.** Escambia County shall enforce the Unsafe Building Abatement Ordinance, which requires the removal of housing stock with structural deficiencies.~~

~~HOU 1.4.6 **Substandard Home Removal.** Escambia County shall report annually the number of substandard homes removed as a result of code enforcement actions and Neighborhood Enterprise Foundation, Inc. (NEFI) programs.~~

~~HOU 1.4.7 **Infrastructure Improvements.** Escambia County shall continue its efforts, through the Community Redevelopment Agency (CRA), to complete the activities necessary to improve the infrastructure in specified redevelopment neighborhoods.~~

~~HOU 1.4.8 **Rental Units.** Escambia County shall support the acquisition, rehabilitation and/or development of rental units, by the private sector and local Community Housing Development Organizations (CHDOs), for occupancy by moderate, low and very low income families meeting the occupancy criteria of Title 24 of the Code of Federal Regulations (CFR), Part 92.~~

~~HOU 1.4.9 **Housing Stock Conservation/Rehabilitation.** Escambia County's housing agencies and the CRA shall continue to administer programs that further the conservation or rehabilitation of existing housing stock.~~

OBJ HOU 1.5 Relocation Assistance

Provide housing assistance, including relocation housing for persons displaced by public programs, projects or housing rehabilitation.

POLICIES

HOU 1.5.1 **Grants.** Escambia County ~~shall~~will pursue grants to provide for relocating moderate, low, and very low income persons displaced during the housing rehabilitation process.

HOU 1.5.2 **County Policy.** Escambia County ~~shall~~will utilize its "Relocation Policy" that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the BCC on November 28, 1988, including any revisions thereto.

OBJ HOU 1.6 Housing Programs

Continue implementation of critical housing programs.
Implementation ~~shall~~will include, but not be limited to, County/Private partnerships, County/City partnerships, private non-profit, and technical assistance providers.

1 **POLICIES**

2 HOU 1.6.1 **Program Information.** Escambia County ~~shall~~will continue its housing
3 outreach program to assure dissemination of housing information.

4
5 HOU 1.6.2 **Non-discrimination.** Escambia County ~~shall~~will enforce its
6 nondiscrimination policies and provisions so as to ensure access to housing
7 opportunities by all segments of the County's population.

8
9 HOU 1.6.3 **Low-Interest Mortgage Loans.** Escambia County ~~shall~~will
10 cooperate with appropriate local, state and federal agencies to facilitate bond-
11 backed low- interest mortgage loans for homes purchase by qualified individuals
12 or families.

13
14 HOU 1.6.4 **Housing Finance Authority.** Escambia County ~~shall~~will participate
15 with the Escambia County Housing Finance Authority (HFA) in the issuance of
16 bonds to provide low interest mortgage loans for home purchases by qualified
17 families.

18
19 HOU 1.6.5 **Neighborhood Enterprise Foundation Reports.** Escambia County
20 ~~shall~~will receive, review, and respond to the annual reports produced by the
21 Neighborhood Enterprise Foundation, Inc. (NEFI) or other designated authority
22 as such reports relate to this comprehensive plan and/or the provision of safe,
23 sanitary, and affordable housing for all citizens of Escambia County.

24
25 HOU 1.6.6 **State and Federal Assistance.** Escambia County ~~shall~~will
26 participate in affordable housing programs as made available by the state,
27 federal, or other appropriate agencies.
28 ~~the following programs or any replacement or supplemental programs, which~~
29 ~~may be developed by state, federal or other appropriate agencies:~~

- 30
31 a. ~~HUD Section 8 Rental Voucher Program existing housing~~
32 ~~program, for rent supplements to qualified low income families;~~
33 b. ~~The Community Development Block Grant (CDBG) Program;~~
34 c. ~~The Consolidated Plan pursuant to the Cranston-Gonzalez~~
35 ~~National Affordable Housing Act;~~
36 d. ~~The Home Investments Partnership Program (HOME); and~~
37 e. ~~The State Housing Initiatives Partnership (SHIP) Program,~~
38 ~~among others.~~

39
40 HOU 1.6.7 **Neighborhood Enterprise Foundation.** Escambia County ~~shall~~will
41 provide assistance, through NEFI, to provide affordable homeownership
42 opportunities for moderate, low, and very low income homebuyers.

43
44 HOU 1.6.8 **SHIP Fund Initiatives.** Escambia County ~~shall~~will use State
45 Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance
46 ongoing activities designed to develop new affordable housing initiatives

conforming to the statutory requirements of Chapter 420, Florida Statutes. Such funds may be used to:

- a. Provide local cash match for federal or state housing programs such as HOME, Housing Opportunities for People Everywhere (HOPE), McKinney Act Programs, Florida Housing Finance Corporation (FHFC) programs, etc.;
- b. Provide down payment assistance, construction subsidies, mortgage reduction, mortgage interest rates subsidies, and/or direct mortgage loans to moderate, low and very-low income families;
- c. Provide appropriately targeted grants and loans in support of moderate and substantial rehabilitation/preservation of substandard housing owned and/or occupied by low and very-low income families;
- d. Support the availability and enhancement of emergency home repair assistance for low and very-low income families;
- e. Provide assistance for construction or rehabilitation of housing designed to address families with special needs; and
- f. Utilize funds to supplement existing and future FHFC, Escambia County HFA, and/or Florida Department of Economic Opportunity (FDEO) affordable housing projects undertaken for the benefit of lower income families within the County.

~~HOU 1.6.9 **County-Private Partnerships.** Escambia County shall seek partnerships with private and non-profit organizations in an effort to improve coordination among participants involved in housing production and delivery. In particular, the County shall continue its partnerships with nonprofit housing providers, such as Community Enterprise Investments, Inc., Circle Inc. and Habitat for Humanity.~~

~~HOU 1.6.10 **County-City Partnerships.** Escambia County, in partnership with the City of Pensacola, shall ensure the continued administration of the HUD Section 8 Rental Voucher Program, intended to aid eligible families and individuals in acquiring safe, sanitary and affordable housing.~~

~~HOU 1.6.11 **Florida Housing Coalition.** Escambia County shall participate with the Florida Housing Coalition (FHC) so as to provide opportunities for low cost home ownership for families meeting eligibility requirements.~~

OBJ HOU 1.7 Data and Monitoring

Escambia County shall will continually monitor the success of its housing objectives and policies.

POLICIES

HOU 1.7.1 Housing Inventory. Escambia County shall will collect housing

1 inventory data every five years during the as required by state, federal, or other
2 appropriate agencies. update to the individual CRA plans.

3 HOU 1.7.2 **Special Needs Housing.** Escambia County ~~shall~~ will update
4 inventories of providers of special needs housing (group and foster homes,
5 facilities for the homeless, etc.) on an annual basis, including quantity and
6 location.
7

8 ~~HOU 1.7.3 **EAR Housing Review.** Escambia County shall review its regulatory-~~
9 ~~and permitting process and evaluate changes necessary to improve the public-~~
10 ~~and private sector housing delivery process. The review shall be concurrent with~~
11 ~~state-mandated Evaluation and Appraisal Reports (EARs). During each review,~~
12 ~~opportunities for involvement of the County with private sector providers shall be~~
13 ~~analyzed.~~
14

15 HOU 1.7.34 **Annual Housing Review.** Escambia County ~~shall~~ will examine its
16 housing needs and implementation activities annually so as to maintain up-to-
17 date information on the housing delivery process program and the success of
18 prior activities.
19

20 **OBJ HOU 1.8 Energy Efficient Housing.**

21
22 **Escambia County shall will encourage energy efficiency in the design and**
23 **construction of new residential housing.**
24

25 **POLICIES**

26
27 HOU 1.8.1 **Energy Efficient Incentive Programs.** The County, ~~by 2012, shall~~
28 will develop an incentive program to encourage residential construction that
29 meets the energy efficiency criteria as governed by the Florida Building Code of
30 ~~the United States Green Building Council (USGBC) Leadership in Energy and~~
31 ~~Environmental Design (LEED) rating systems, Florida Green Building Coalition~~
32 ~~(FGBC) certification, US Environmental Protection Agency (EPA) Energy Star~~
33 ~~program, or a similar third-party green building certification.~~ The incentive
34 program may include educational materials, expedited permitting, and/or public
35 recognition.
36

37 HOU 1.8.2 **No Prohibition for Energy Conservation.** The County ~~shall~~ will not
38 prohibit the use of energy-efficient or alternative-energy practices for residences,
39 such as photovoltaic panels, passive solar orientation of buildings, or strategic
40 placement of landscaping materials to reduce energy consumption.
41

42 ~~HOU 1.8.3 **Energy Efficiency Enforcement.** The County shall continue to~~
43 ~~enforce the minimum energy efficiency requirements of the Florida Building~~
44 ~~Code.~~
45

Chapter 10 Infrastructure Element.

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives, and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management, and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development; protect sensitive natural resource systems and rural and agricultural areas; and preserve the public health, safety, and general welfare of Escambia County's citizens.

GOAL INF 1 WASTEWATER

Escambia County ~~shall~~will ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

OBJ INF 1.1 Provision of Wastewater Service

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

POLICIES

INF 1.1.1 Service Agreements. Wastewater service ~~shall~~will be provided at established levels of service within Escambia County consistent with the Interlocal Agreements between the County and the ECUA, the Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

INF 1.1.2 Provider Consistency with Plan. Escambia County ~~shall~~will coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan.

INF 1.1.3 Effluent Disposal. Escambia County ~~shall~~will cooperate with and assist appropriate regulatory agencies and central sewer systems to provide for additional techniques and methods for effluent disposal so as to improve the ability of ECUA (and other providers) to obtain the requisite permits for treatment upgrades and capacity expansions as they become necessary.

INF 1.1.4 Required Septic Tank Retirement. Escambia County ~~shall~~will, in coordination with the Escambia County Health Department and wastewater

1 service providers, require all onsite sewage treatment and disposal system (i.e.,
2 septic tank) users to connect to an available central sewer system within the
3 times prescribed by ~~Section 381.00655~~, Florida Statutes. Sewer availability ~~shall~~
4 will also be as defined in Florida Statutes.

5
6 ~~INF 1.1.5~~ **Service Location Principles.** ~~Public wastewater services shall be~~
7 ~~located in a manner that minimizes their cost and negative impacts on the~~
8 ~~natural environment and maximizes their efficiency. Escambia County will~~
9 ~~cooperate, assist, and encourage the service providers to provide wastewater~~
10 ~~service within the urbanized areas, and to limit extensions of wastewater~~
11 ~~infrastructure into rural areas.~~

12
13 ~~INF 1.1.6~~ **Package Treatment Plants.** ~~Escambia County shall encourage~~
14 ~~owners of package treatment plants not in compliance with Florida Department of~~
15 ~~Environmental Protection (FDEP) permit requirements to connect their systems~~
16 ~~to the ECUA regional system where available. Package plants will be permitted~~
17 ~~in rural areas when such plants are necessary to protect the health and safety of~~
18 ~~citizens or to preserve important resources.~~

19
20 ~~INF 1.1.57~~ **Coordination on System Expansions.** Escambia County ~~shall~~ will
21 coordinate with ECUA and other wastewater service providers on the extensions
22 of sanitary sewer collection lines and the siting or increase in capacity of
23 wastewater treatment facilities to meet future needs.

24
25 ~~INF 1.1.68~~ **Concurrency Management.** Escambia County ~~shall~~ will ensure the
26 maintenance of LOS standards through the implementation of the County's
27 Concurrency Management System and consistency with the Capital
28 Improvements Element.

29
30 ~~INF 1.1.79~~ **Level of Service (LOS) Standards.** Average LOS standard for
31 wastewater service is 210 gallons per residential connection per day, and the
32 peak LOS ~~shall~~ will be 350 gallons per residential connection per day. For
33 nonresidential uses, the LOS requirements ~~shall~~ will be based upon an
34 Equivalent Residential Connection (ERC), as may be recalculated by the service
35 provider from time to time, and on the size of the nonresidential water meter.
36 Escambia County ~~shall~~ will continue to work with the water providers to ensure
37 that adequate capacity is available.

38
39 ~~INF 1.1.840~~ **Facility Funding.** The construction, maintenance, and operation of
40 facilities will be the responsibility of ECUA or other service providers and funded
41 by user fees, special assessments, developer contributions, and state or federal
42 grants or other means. Escambia County may consider additional funding
43 mechanisms as appropriate.

44
45 ~~INF 1.1.944~~ **LOS Monitoring.** Escambia County ~~shall~~ will monitor
46 development to ensure that the LOS standards are maintained concurrent
47 with development, consistent with the Capital Improvements Element.
48

1 **INF 1.1.1042 LOS Evaluation and Revision.** By December 2014, Escambia
2 County ~~shall~~will develop a report evaluating the current LOS standard for
3 wastewater service provision. This report ~~shall~~will examine alternative LOS
4 standards and establish a five-year plan to achieve and maintain a LOS that is
5 sufficient to meet the County's projected needs. Upon completion of this report,
6 recommendations for revisions to adopted LOS standards and other related
7 policies identified within this report ~~shall~~will be adopted as amendments to the
8 plan. ~~within 18 months~~. The LOS will be maintained before, during, and after the
9 study period. The purpose of the proposed study is to evaluate and, if
10 necessary, revise the current LOS standards for potable water and wastewater.

11
12 **INF 1.1.1143 Required New Service Connection.** All new structures intended
13 for human occupancy ~~shall~~will connect to the ECUA wastewater system unless
14 ECUA has determined that it is not feasible to provide wastewater service to the
15 proposed structures. Those structures not required to connect to the ECUA
16 wastewater system ~~shall~~will not be issued a building permit until the applicant
17 has obtained the appropriate permit from the Health Department.

18 19 **GOAL INF 2 SOLID WASTE**

20
21 **Escambia County ~~shall~~will ensure the provision of environmentally safe**
22 **and cost-effective solid waste collection and disposal concurrent with the**
23 **demand for such services.**

24 25 **OBJ INF 2.1 Provisions of Solid Waste Services**

26
27 **Ensure the safe and efficient provision of solid waste services through**
28 **coordination with service providers, maximized use of existing landfill**
29 **facilities, maintenance of appropriate levels of service, promotion of**
30 **recycling and reuse, and protection of natural resources.**

31 32 **POLICIES**

33
34 **INF 2.1.1 Facility Funding.** The construction, maintenance, and operation of
35 solid waste facilities will be funded by user fees.

36
37 **INF 2.1.2 Perdido Landfill Operation.** Escambia County ~~shall~~will provide and
38 operate the Perdido Landfill so as to accommodate the municipal solid waste
39 disposal needs of the entire County.

40
41 **INF 2.1.3 Perdido Landfill Expansion.** Escambia County ~~shall~~will acquire
42 property adjacent to the Perdido Landfill so as to accommodate the long-term
43 expansion of the facility and provide solid waste disposal capacity for future
44 generations.

45
46 **INF 2.1.4 Level of Service (LOS) Standards.** The LOS standard for solid waste
47 disposal ~~shall~~will be 6 pounds per capita per day.

1 INF 2.1.5 **Concurrency Management.** Escambia County ~~shall~~will continuously
2 monitor growth and development to ensure that the LOS standard is maintained
3 concurrent with development, consistent with the Capital Improvements Element.

4
5 INF 2.1.6 **LOS Evaluation and Revision.** By December 2011, Escambia County
6 ~~shall~~will develop a report evaluating the current LOS standard for solid waste
7 service provision. This report ~~shall~~will examine alternative LOS standards and
8 establish a five-year plan to achieve and maintain a LOS that is sufficient to meet
9 the County's projected needs. Upon completion of this report, recommendations
10 for revisions to adopted LOS standards and other related policies identified within
11 this report ~~shall~~will be adopted as amendments to the Escambia County
12 Comprehensive Plan. ~~within 18 months.~~

13
14 INF 2.1.7 **Recycling Program.** Escambia County ~~shall~~will cooperate with
15 ECUA, franchised haulers and other entities involved in the collection or
16 generation of solid waste and recycling of waste products as well as in the
17 continued development and implementation of a recycling program within the
18 County. It is the goal of Escambia County to comply with the statewide goal of
19 reducing the amount of recyclable solid waste disposed of in waste management
20 facilities, landfills, or incineration facilities by at least 75 percent by 2020.
21 Henceforth, Escambia County will continue its public education and information
22 campaigns aimed at informing the general public and specific solid waste
23 generators of the benefits of recycling and other techniques designed to improve
24 the useful life of the municipal solid waste management facilities within the
25 County.

26
27 ~~INF 2.1.8 **Recycling Education.** Escambia County shall continue its public~~
28 ~~education and information campaigns aimed at informing the general public and~~
29 ~~specific solid waste generators of the benefits of recycling and other techniques~~
30 ~~designed to improve the useful life of the municipal solid waste management~~
31 ~~facilities within the County.~~

32 33 **GOAL INF 3 STORMWATER MANAGEMENT**

34
35 **Escambia County ~~shall~~will ensure the provision of environmentally safe**
36 **and efficient stormwater management concurrent with the demand for**
37 **such services.**

38 39 **OBJ INF 3.1 Provision of Stormwater Management**

40
41 **Ensure the safe and efficient provision of stormwater management through**
42 **maximized use of existing facilities, maintenance of appropriate levels of**
43 **service, correction of existing deficiencies, and protection of natural**
44 **resources.**

1 **POLICIES**

2
3 INF 3.1.1 **Existing Deficiencies.** Escambia County ~~shall~~will not issue
4 development permits for projects that fail to meet the design and performance
5 criteria for correcting existing deficiencies, as defined by the LDC.
6

7 INF 3.1.2 **County System Improvements.** Escambia County ~~shall~~will continue
8 its practice of enhancing localized and regional drainage systems to increase
9 the LOS associated with development prior to current stormwater management
10 requirements.
11

12 INF 3.1.3 **Maintenance and Inspection.** Escambia County ~~shall~~will continue its
13 periodic inspection and maintenance program of stormwater control structures to
14 insure the proper functioning of such structures.
15

16 INF 3.1.4 **Stormwater Management Enforcement.** Escambia County ~~shall~~will
17 continue enforcement of its stormwater management ordinance, consistent with
18 the Capital Improvements Element and in cooperation with the municipalities and
19 regulatory agencies, pursuant to the detailed guidance provided by Escambia
20 County's stormwater management plan.
21

22 ~~INF 3.1.5 **Vegetated Drainage Swales.** Where soil conditions permit, Escambia~~
23 ~~County may allow the use of vegetated swales on all new roadways and~~
24 ~~drainage rights-of-way.~~
25

26 ~~INF 3.1.6 **Facility Improvement Planning.** Escambia County shall utilize the~~
27 ~~best available information contained in the 1994 Stormwater Management Plan~~
28 ~~and its subsequent updates to assist in the planning of capital stormwater~~
29 ~~projects. The goal of the project planning shall be to retrofit existing areas of the~~
30 ~~County to as near to current stormwater levels of service as possible. Updated~~
31 ~~information shall be added to the stormwater management plan as funding~~
32 ~~allows, to support development and allow planning staff to plan for the future and~~
33 ~~minimize or eliminate facility deficiencies.~~
34

35 INF 3.1.57 **Concurrency Management.** Escambia County ~~shall~~will ensure the
36 provision of stormwater management facilities concurrent with the demand for
37 such facilities as created by development or redevelopment through
38 implementation of the Concurrency Management System.
39

40 INF 3.1.68 **Developer Responsibilities.** Installation of stormwater
41 management facilities made necessary by new development ~~shall~~will be the
42 responsibility of the developer.
43

44 INF 3.1.79 **Level of Service (LOS) Standards.** Stormwater management LOS
45 will be monitored through the provisions in the LDC design standards.
46 ~~standards shall be considered met if the application includes a stormwater~~
47 ~~management plan certified by a registered and licensed professional engineer~~

documenting the project's design, and subsequent construction is in compliance with the adopted LOS standard and such plan has been reviewed, inspected and approved by the County Engineer or designee. The minimum standards are to contained within the LDC.

a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.

b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.

c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.

d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

INF 3.1.840 Natural Drainage Features. Existing functioning drainage features shall will be utilized whenever sufficient capacity is available within such features. Utilization of natural drainage features shall will be required when such use does not impact sensitive natural resources. The LDC shall will include land use regulations that require site-specific development plans to protect natural drainage features and incorporate such features into the site planning and development process.

INF 3.1.944 Untreated Stormwater. Channeling untreated run-off directly into receiving waters shall will be prohibited. Thus, no new "direct" discharge of untreated stormwater shall will be permitted. Note: For the purposes of this plan, adequate vegetative filtration of sheet flow from pervious surfaces may be considered treatment.

GOAL INF 4 POTABLE WATER

Escambia County shall will ensure the provision of environmentally safe and efficient potable water procurement, treatment, and distribution concurrent with the demand for such services.

OBJ INF 4.1 Provision of Potable Water Service

1 **Ensure the safe and efficient provision of potable water services through**
2 **coordination with service providers, maximized use of existing facilities,**
3 **maintenance of appropriate levels of service, correction of existing**
4 **deficiencies, water conservation, and protection of natural resources.**

5
6 **POLICIES**

7
8 **INF 4.1.1 Service Agreements.** Potable water service ~~shall~~will be provided at
9 established levels of service within Escambia County consistent with the
10 Interlocal Agreement between the County and ECUA, the Escambia County
11 Utilities Authority Act, and franchise agreements between Escambia County
12 and other water service providers that were in operation on August 1, 1981.

13
14 **INF 4.1.2 Cooperation with Service Providers.** Escambia County ~~shall~~will
15 cooperate with the various water service providers to provide for the timely and
16 efficient provision of potable water facilities or to correct facility deficiencies.

17
18 **INF 4.1.3 Existing Facility Utilization.** The LDC ~~shall~~will contain provisions,
19 regulations, and incentives to encourage new development to utilize existing
20 potable water facilities and systems to serve the needs of the development.

21
22 **INF 4.1.4 Concurrency Management.** Escambia County ~~shall~~will ensure the
23 provision of potable water facilities concurrent with the demand for such facilities
24 but no later than the certificate of occupancy, as created by development or
25 redevelopment through the implementation of the Concurrency Management
26 System.

27
28 **INF 4.1.5 Facility Funding.** All costs for potable water facilities ~~shall~~will be the
29 responsibility of the service providers and ~~shall~~will be funded by user fees,
30 special assessments, developer contributions, and state or federal grants or other
31 means. Escambia County may consider additional funding mechanisms as
32 appropriate.

33
34 **INF 4.1.6 Developer Responsibility.** The cost of water line extensions made
35 necessary by new development ~~shall~~will be the responsibility of the developer
36 unless otherwise funded by the service provider.

37
38 **INF 4.1.7 Level of Service (LOS) Standards.** The LOS standard for potable
39 water service within Escambia County ~~shall~~will be 250 gallons per residential
40 connection per day. For non-residential uses, the LOS requirements ~~shall~~will be
41 based upon an Equivalent Residential Connection (ERC) to be calculated by the
42 service provider at the time of application. Escambia County ~~shall~~will continue to
43 work with the water providers to ensure that adequate capacity is available.

44
45 **INF 4.1.8 LOS Compliance Agreements.** Escambia County ~~shall~~will implement
46 the Interlocal Agreement between Escambia County and the ECUA and ~~shall~~will
47 execute agreements with the other entities providing water service in the

unincorporated areas of Escambia County to establish procedures for assurance of compliance with LOS standards.

INF 4.1.9 LOS Evaluation and Revision. ~~By December 2014,~~ Escambia County ~~shall~~will develop a report evaluating the current LOS standard for potable water service provision. This report ~~shall~~will examine alternative LOS standards and establish a five-year plan to achieve and maintain a LOS that is sufficient to meet the County's projected needs. Upon completion of this report, recommendations for revisions to adopted LOS standards and other related policies identified within this report ~~shall~~will be adopted as amendments to the Plan ~~within 18 months~~.

INF 4.1.10 Conservation and Monitoring. Escambia County ~~shall~~will promote conservation of potable water resources and periodically monitor per-capita water consumption to confirm decreases over the planning time frame.

INF 4.1.11 Mandated Conservation Measures. Escambia County ~~shall~~will require compliance with all state and federal mandated water conservation measures.

INF 4.1.12 Area of Water Resource Concern. An area of water resources concern may be established by the Northwest Florida Water Management District (NFWFMD) to protect the areas water resources from depletion, salt water intrusion, or contamination or from any other activity that may substantially affect the quality or quantity of the area's water resources. Within such area, the NFWFMD may establish lower permit thresholds, maximum and minimum levels, and stipulate any limiting conditions as necessary to monitor, manage, and control the use of water. Escambia County ~~shall~~will cooperate with the NFWFMD in its enforcement of regulations if an area of water resources concern is established within Escambia County.

INF 4.1.13 Additional Conservation Opportunities. Escambia County ~~shall~~will implement water conservation measures for County owned and operated facilities. These measures may include, but not be limited to, the use of reclaimed water for irrigation and the use of drought tolerant landscaping. In addition, the County ~~shall~~will explore opportunities for establishing and coordinating water conservation programs with local potable water providers.

GOAL INF 5 AQUIFER RECHARGE PROTECTION

Escambia County ~~shall~~will protect and provide for the rainfall recharge of the sand and gravel aquifer, the principal source of the County's potable water.

OBJ INF 5.1 Aquifer Protection

Utilize LDC provisions, state funding, aquifer modeling, and other tools and resources to safeguard the long-term integrity of the sand and gravel aquifer.

POLICIES

In compliance with Florida Statutes and local regulations the following will be addressed through state required and local permits: groundwater recharge protection, abandoned wells, and wellhead protection.

~~INF 5.1.1 **Groundwater Recharge Protection.** Escambia County shall, through LDC provisions, protect groundwater recharge quantity and quality by regulating lot coverage, extent of impervious surfaces, land uses, open space and stormwater management throughout the County.~~

~~INF 5.1.2 **Abandoned Wells.** Escambia County shall cooperate with the NFWFMD to obtain state funding for an abandoned well plugging program, including requests to the legislature to fund the program. Further, Escambia County and its officials shall notify the NFWFMD anytime information becomes available to the County regarding the location, or possible location, of an abandoned well. County officials shall immediately communicate the location of any abandoned well to the NFWFMD so that the district may initiate appropriate actions.~~

~~INF 5.1.3 **Wellhead Protection.** Wellhead protection zones shall be located based in part upon the most current NFWFMD three-dimensional sand and gravel aquifer computer model. Compliance with design and performance standards pursuant to Chapter 62.532 Florida Administrative Code, is required to adopt FDEP minimum wellhead protection standards. The Potable Wells-Wellhead Protection Areas Map is attached herein to this ordinance as Exhibit I.~~

~~INF 5.1.4 **Cooperation.** Escambia County shall cooperate with ECUA, the City of Pensacola and the NFWFMD in the use and application of the three-dimensional sand and gravel aquifer computer model and use the results of the model in the protection of public potable water wells and wellfields. The method of cooperation between Escambia County and the other agencies will be embodied within an Interlocal Agreement.~~

~~INF 5.1.5 **Development Review.** Escambia County shall employ the three-dimensional sand and gravel aquifer computer model in reviewing applications for development approval in areas with public potable water system wells as defined by statute.~~

Chapter 11 Coastal Management Element.

The purpose of the Coastal Management Element is to address both the natural hazards and the natural resources particular to Escambia County as a coastal county. The element establishes the necessary protection from hazards, including limiting public expenditures that subsidize development in areas subject to natural disasters. Additionally, the element ensures an orderly and balanced utilization of coastal zone resources that conserves and restores their quality.

GOAL COA 1 HAZARD MITIGATION

Escambia County ~~shall~~will reduce the exposure of people and property to natural hazards and limit public expenditures in coastal areas subject to destruction by natural disaster.

OBJ COA 1.1 General Hazard Mitigation

Reduce the exposure of people and property to natural hazards.

POLICIES

COA 1.1.1 Building Code. Escambia County ~~shall~~will, through adoption of the Florida Building Code, regulate the construction, alteration, use, maintenance and other aspects of buildings and structures to minimize the exposure to wind, flood, fire and other hazards.

COA 1.1.2 Flood Hazard Maps. Escambia County ~~shall~~will, through LDC provisions and adoption of the County Flood Insurance Study with accompanying Flood Insurance Rate Maps (FIRM), regulate land use and development within areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA).

COA 1.1.3 Flood Elevation. Escambia County ~~shall~~will, as supported by federal emergency management regulations (Title 44, Code of Federal Regulations (CFR) 60.1) and the County's experience of significant flood hazard events, require additional height above the base flood elevation to more effectively reduce the exposure of people and property to losses from flood hazards.

COA 1.1.4 Beach and Dune Systems. The County ~~shall~~will protect and enhance the primary dune system. ~~The LDC shall contain provisions requiring dune protection and shall specifically require the planting of sea oats by new development in primary dune areas. dune enhancement projects shall through the local hazard mitigation strategy. Dune enhancement projects may include the planting of native salt tolerant dune vegetation, installation of sand fences, beach/dune renourishment, and other similar activities that assure the existence, integrity and function of dunes.~~

1 COA 1.1.5 **Stormwater Management.** Escambia County ~~shall~~will, through LDC
2 provisions and periodic drainage basin studies, improve existing public
3 stormwater management systems and assure the provision of adequate drainage
4 facilities concurrent with the demand for such facilities to reduce the exposure of
5 people and property to flood hazards.

6
7 COA 1.1.6 **Wastewater Systems.** Escambia County ~~shall~~will, through LDC
8 provisions and coordination with sanitary sewer providers, expand
9 environmentally safe and efficient wastewater collection, treatment and disposal
10 systems, especially in developed areas where elimination of septic tanks may
11 improve public health and safety through reduced contamination of surface water
12 and groundwater resources.

13
14 COA 1.1.7 **Future Land Use and Zoning.** Escambia County ~~shall~~will, through
15 FLU categories, zoning districts, and LDC provisions, regulate land use and
16 development to reduce the exposure of people and property to natural
17 hazards.

18
19 COA 1.1.8 **Mitigation Strategy.** Escambia County ~~shall~~will, particularly through
20 the Local Mitigation Strategy (LMS), coordinate with other local and regional
21 governing and regulating authorities, private and civic organizations, and others
22 with interest in mitigation strategies and initiatives, to reduce the exposure of
23 people and property to natural hazards.

24
25 COA 1.1.9 **Emergency Management.** Escambia County ~~shall~~will update and
26 implement its Comprehensive Emergency Management Plan, utilizing best
27 available information and data, including recommendations and guidance
28 provided in the Northwest Florida Hurricane Study (U.S. Army Corps of
29 Engineers, July 1999), the Escambia County Hurricane Evacuation Clearance
30 Time Model prepared by PBS&J, subsequent revisions to these, and other
31 appropriate sources as they become available.

32
33 COA 1.1.10 **Report Recommendations.** Escambia County ~~shall~~will
34 incorporate recommendations from various interagency hazard mitigation
35 reports, as practical.

36 37 **OBJ COA 1.2 Coastal High-Hazard Area**

38
39 **Direct population concentrations away from coastal high-hazard areas,**
40 **limiting development within those areas and any public expenditure that**
41 **subsidizes development there.**

42 43 **POLICIES**

44
45 COA 1.2.1 **Establishment and Adoption.** The Coastal High-Hazard Area
46 (CHHA) of Escambia County ~~shall~~will be established as “the area below the
47 elevation of the Category 1 Storm Surge Line as established by a Sea, Lake, and

Overland Surges from Hurricane (SLOSH) computerized storm surge model.”
Escambia County adopted the CHHA Map as the delineation of the CHHA and
will use the most current SLOSH model to maintain the map. The CHHA Map is
attached herein to this Plan as Exhibit J.

COA 1.2.2 Expenditure Limits. Public expenditures within the CHHA ~~shall~~will
be limited to the provision or support of recreation uses (i.e., parks),
improvements required to increase public beach access, erosion control devices
and infrastructure necessary to correct pre-existing deficiencies.

COA 1.2.3 Facilities Criteria. Escambia County ~~shall~~will not place new public
facilities within the CHHA unless the following criteria are met:

- a. The facility is necessary to protect human lives or preserve
important natural resources; and
- b. The service provided by the facility cannot be provided at
another location outside the CHHA; and
- c. The facility is designed to provide the minimum capacity
necessary to meet LOS standards for its service area and its
sizing is consistent with the densities and intensities reflected
on the FLUM.

COA 1.2.4 Infrastructure Inventory. Escambia County ~~shall~~will maintain an
inventory of infrastructure located within the CHHA. ~~The 1995 report on coastal
infrastructure shall be updated annually. The Comprehensive Plan
Implementation Committee shall produce a report for consideration by the
Escambia County Board of County Commissioners (BCC) that presents
opportunities to relocate or replace such infrastructure.~~

COA 1.2.5 Prohibited Uses. Escambia County ~~shall~~will, through LDC
provisions, prohibit the location of new group homes, nursing homes, or other
uses that have special evacuation requirements in the CHHA.

COA 1.2.6 Mobile Home Development. The Escambia County ~~shall~~will,
through LDC provisions, not allow new mobile home developments within the
CHHA.

COA 1.2.7 Post-disaster Assessment. Escambia County staff ~~shall~~will, as part
of the post-disaster review of a hurricane or other major storm event, reassess
the current and future populations within the CHHA and provide
recommendations to the BCC, as needed, within 12 months of the storm event.

OBJ COA 1.3 Population Evacuation

**Maintain the capability to promptly and safely evacuate people from hazard
prone areas in the event of an impending hurricane or other natural**

1 **disaster.**

2
3 **POLICIES**

4
5 COA 1.3.1 **Evacuation Zones.** Escambia County ~~shall~~will establish and
6 maintain hurricane evacuation zones based on storm intensity categories.

7
8 COA 1.3.2 **Infrastructure Improvements.** Escambia County ~~shall~~will, by
9 ordinance, provide for funding sources for infrastructure improvements necessary
10 to meet hurricane evacuation standards including, but not limited to, the creation
11 of tax increment financing districts. Following the adoption of any such ordinance,
12 the Five-Year Schedule of Capital Improvements ~~shall~~will be amended to identify
13 the tax increment, or other financing funds allocated and available for each
14 infrastructure improvement. The identification and availability of such funding ~~shall~~
15 will be a prerequisite to approval of any development that requires an increase or
16 expansion of infrastructure.

17
18 COA 1.3.3 **Roadway Clearance Times.** Escambia County ~~shall~~will maintain a
19 12- hour roadway clearance time for hurricane evacuation to the nearest shelter
20 that is reasonably expected to accommodate existing residents, a percentage of
21 tourists, and any new residents that are expected from development approvals or
22 potential future land use amendments that increase density. Time to the nearest
23 shelter with adequate capacity ~~shall~~will be assessed based upon a Category 5
24 storm event as measured on the Saffir-Simpson scale.

25
26 COA 1.3.4 **Transportation Planning.** Escambia County ~~shall~~will support critical
27 roadway segment improvements through participation with the Florida-Alabama
28 Transportation Planning Organization (TPO) and interaction with the Florida
29 Department of Transportation (FDOT) to further reduce hurricane evacuation
30 times. The Evacuation Routes/Evacuation Zones Map is attached herein to this
31 Plan as Exhibit K.

32
33 COA 1.3.5 **Special Needs Evacuees.** Escambia County ~~shall~~will implement the
34 evacuation procedures for special needs evacuees as outlined in the
35 Comprehensive Emergency Management Plan. The Division of Emergency
36 Management will maintain a voluntary register of people who need assistance
37 during an evacuation as required by ~~Chapter 252,~~ Florida Statutes. The Division
38 of Emergency Management will ensure that an annually updated list of special
39 needs shelters is available and maintained at the Emergency Operations
40 Center.

41
42 COA 1.3.6 **Interstate Highway Improvements.** Escambia County ~~shall~~will
43 support improvements to the Interstate Highway System serving northwest
44 Florida. Specifically, the County ~~shall~~will support and encourage the construction
45 of a new segment of interstate connecting I-10 and I-65; however, the County's
46 support is contingent upon the location of the connecting segment being within or
47 in close proximity to Escambia County so as to provide improved hurricane

1 evacuation times from the County's coastal areas.

2
3 **COA 1.3.7 Coordination with Alabama.** Escambia County will continue yearly
4 intergovernmental coordination efforts with State of Alabama officials regarding
5 hurricane evacuation.

6
7 **COA 1.3.8 Development Impact Analysis.** The Comprehensive Plan
8 Implementation Annual Report ~~shall~~will include an analysis of proposed and
9 new developments' impact on hurricane evacuation times. The BCC, upon
10 receipt of the report from the LPA, will address any deficiencies identified in the
11 report and take corrective measures as necessary. The report and
12 recommendations will consider the actual development that has occurred during
13 the evaluation period (preceding 12 months) as well as the projected
14 development anticipated to be approved during the succeeding evaluation
15 period. The needed corrective actions by the BCC will maintain or reduce the
16 County's adopted roadway clearance time.

17
18 **COA 1.3.9 Development Orders.** All development order applications that
19 propose 50 or more dwelling and/or lodging units (on a one-time or cumulative
20 basis) within the CHHA ~~shall~~will be evaluated for impact to roadway evacuation
21 times to shelter. Additionally, through LDC provisions, the County may require
22 such evaluation of other developments based on the number and location of new
23 units proposed. Escambia County ~~shall~~will not issue a development order for a
24 project if it is determined that the proposed development would cause the
25 adopted roadway evacuation time for hurricane evacuation to shelter to be
26 exceeded. Hurricane evacuation times ~~shall~~will be evaluated based on all
27 existing and vested development in the County, including individual building
28 permits for buildings that are not part of a larger development plan approval.

29
30 **COA 1.3.10 Notifications.** Escambia County ~~shall~~will notify households of their
31 need to evacuate at various threat levels. Hotels, motels and other similar
32 facilities ~~shall~~will conspicuously post the need for evacuation, evacuation routes
33 and shelter locations.

34
35 **COA 1.3.11 Roadway Lane Changes.** Escambia County ~~shall~~will allow reverse
36 laning on multi-lane roadways and evacuation routes during evacuation events in
37 cooperation with public safety officials (Florida Highway Patrol, Escambia County
38 Sheriff's Office, Gulf Breeze and Pensacola Police Departments, etc.).

39
40 **COA 1.3.12 Shelter Locations.** The Escambia County Division of Emergency
41 Management ~~shall~~will identify appropriate shelter locations for evacuees. The
42 Division of Emergency Management ~~shall~~will work with the Escambia County
43 School District, the University of West Florida, Pensacola State College, and the
44 Northwest Florida Chapter of the American Red Cross (ARC) to identify
45 additional shelter capacity, based on ARC 4496 structural criteria, through
46 mitigation projects and the incorporation of enhanced hurricane protection areas
47 into new construction projects. The County may establish a County-wide fee to

1 pay for hurricane evacuation shelters and other necessary mitigation measures,
2 operational capabilities, and infrastructure necessary to maintain the adopted
3 hurricane evacuation LOS.

4
5 **COA 1.3.13 Adopted Routes.** Escambia County's Hurricane Evacuation Route
6 Map identifies the adopted hurricane evacuation routes.

7
8 **COA 1.3.14 Roadway Improvements.** Escambia County ~~shall~~will promote, to
9 the greatest extent possible, roadway improvements identified by state and local
10 transportation organizations as critical to hurricane evacuation.

11 12 **OBJ COA 1.4 Redevelopment**

13
14 **Reduce or eliminate unsafe conditions and inappropriate land use through**
15 **post-disaster redevelopment and as other opportunities occur.**

16 17 **POLICIES**

18
19 **COA 1.4.1 National Flood Insurance.** Escambia County ~~shall~~will participate in
20 the National Flood Insurance Program (NFIP) in conformance with Public Law
21 93- 288.

22
23 **COA 1.4.2 Post-Disaster Redevelopment Plan.** Escambia County ~~shall~~will
24 implement the Post Disaster Redevelopment Plan whose purpose is to reduce
25 or eliminate the exposure of human life and public and private properties to
26 natural hazards. Additionally, the plan distinguishes between immediate repair
27 and cleanup actions needed to protect public health and safety and long-term
28 repair and redevelopment activities. To assist with the implementation of this
29 policy, the County ~~shall~~will maintain an inventory of areas that have experienced
30 repeated damage from coastal storms. The County will use the inventory in
31 guiding and directing redevelopment activities, including those activities
32 associated with repairing or relocating infrastructure.

33
34 **COA 1.4.3 Priority Recovery Actions.** Escambia County ~~shall~~will give
35 permitting priority to immediate recovery actions needed to protect public health
36 and safety following hurricane storm events or natural disasters. Such priority
37 actions will include, but not be limited to, debris removal; roadway and
38 infrastructure repair; water use restrictions, if necessary; access restrictions, if
39 required to protect lives or property; and other similar activities needed to assure
40 the safe movement of people, goods and supplies within the impacted area.
41 Long-term repair or recovery actions, such as relocating infrastructure, rebuilding
42 of damaged structures and the like, will be distinguished from the short-term
43 actions herein described.

44
45 **COA 1.4.4 Structure Damage Criteria.** The Post Disaster Redevelopment Plan
46 ~~shall~~will be re-evaluated within one (1) year of a disaster or a minimum of every
47 five

- (5) years if no disasters occur. The Post Disaster Redevelopment Plan will provide a process and criteria for the relocation, removal or modification of damaged structures. The criteria will include, but not be limited to:
- a. Compliance with NFIP minimum elevation and construction standards;
 - b. Conformance with coastal construction standards pursuant to Chapter 161, Florida Statutes;
 - c. Hazard mitigation sufficiency;
 - d. Extent of damage;
 - e. The impact the removal or modification of the structure would have on:
 - 1. Important natural resources;
 - 2. Infrastructure;
 - 3. The need to protect lives and property;
 - 4. Financial feasibility; and
 - f. Consistency with the requests, recommendations or permits issued by state or federal regulatory agencies.

COA 1.4.5 Public Safety Recommendations. The Escambia County Public Safety Official ~~shall~~will make recommendations to the BCC, as needed, regarding Comprehensive Plan and LDC amendments to insure consistency with the Comprehensive Emergency Management Plan and applicable inter-agency hazard mitigation reports.

COA 1.4.6 Intergovernmental Task Force. An Intergovernmental Task Force, as outlined in the Post Disaster Redevelopment Plan, ~~shall~~will foster cooperation between local governments during pre-disaster planning, post-disaster mitigation analysis, and redevelopment. Additionally, the task force will be activated and mobilized for a minimum of 60 days following a disaster declaration. The task force will make recommendations concerning pre-disaster planning, post-disaster mitigation analysis, and redevelopment for inclusion in the Comprehensive Plan Implementation Annual Report of every fiscal year during which it was mobilized.

COA 1.4.7 Local Mitigation Strategy. Escambia County ~~shall~~will maintain and update the adopted LMS (approved by FEMA in 2004) at five-year intervals. The Planning Official ~~shall~~will ensure LMS coordination among the County's Emergency Management, the Emergency Medical Services, 911 Communication, Fire Services, law enforcement agencies, ARC, civic groups, other local, state, and regional agencies and Escambia County planning staff to predict and assign future responsibilities for pre-disaster planning, response, recovery, and mitigation activities.

OBJ COA 1.5 Levels of Service

Ensure that satisfactory LOS standards, consistent with Escambia County

1 **Concurrency Management System, are maintained within the coastal area.**

2
3
4
5 **POLICIES**

6
7 **COA.1.5.1 Concurrency Management.** Escambia County will ensure that
8 required infrastructure is available to serve proposed development or
9 redevelopment in the coastal areas by implementing the concurrency
10 management system described in the Concurrency Management System
11 Element and implemented through the Infrastructure, Mobility and Capital
12 Improvement Elements.

13
14 **COA 1.5.2 Evacuation Requirements.** All proposed development or
15 redevelopment within the coastal area ~~shall~~will be consistent with safe
16 evacuation requirements established by this plan and the Escambia County LDC.

17
18 **GOAL COA 2 COASTAL RESOURCE PROTECTION**

19
20 **Escambia County ~~shall~~will maintain, restore, and enhance the overall**
21 **quality of the coastal environment, utilizing and preserving all coastal**
22 **resources consistent with sound conservation principles, including**
23 **restricting development activities.**

24
25 **OBJ COA 2.1 General Coastal Resource Protection**

26
27 **Protect, conserve, and enhance coastal ecosystems, environmentally**
28 **sensitive areas, water resources, living marine resources, remaining**
29 **coastal barriers, wildlife habitats and other natural coastal resources.**

30
31 **POLICIES**

32
33 **COA 2.1.1 Consistency with Plan.** In addition to the provisions of the Coastal
34 Management Element, the coastal ecosystems, environmentally sensitive areas,
35 water resources, living marine resources, remaining coastal barriers, wildlife
36 habitats, and other natural coastal resources of Escambia County ~~shall~~will be
37 protected, conserved and enhanced consistent with the goals, objectives and
38 policies of the Conservation Element of this plan.

39
40 **COA 2.1.2 Resource Monitoring.** Escambia County staff ~~shall~~will monitor the
41 resources referenced in Objective COA 2.1 and provide recommendations to the
42 BCC regarding their protection, conservation, and enhancement. Monitoring data
43 and recommendations ~~shall be included in the Comprehensive Plan-~~
44 ~~Implementation Annual Report and~~ shall will include at least:

- 45
46 a. Changes in the total acreage of coastal wetlands and the extent
47 of coastal wetland communities;

- b. Changes in the volume of the commercial fish catch and the amount of fish and shellfish annually landed;
- c. Changes in acreage of protected land on barrier islands; and
- d. Changes in acreage of coastal lands held for conservation and recreation use.

COA 2.1.3 Development Impact Limits. Escambia County ~~shall~~will, through LDC provisions and other measures, limit the specific and cumulative impacts of development or redevelopment upon the resources referenced in Objective COA 2.1.

~~COA 2.1.4 Habitat Conservation.~~ Escambia County shall protect the habitat of protected species on Perdido Key through the development and implementation of a comprehensive Habitat Conservation Plan in coordination with the U.S. Fish and Wildlife Services (FWS) and the Florida Fish and Wildlife Conservation Commission (FFWCC). Until the Habitat Conservation Plan becomes effective, the County shall implement an existing Intergovernmental Coordination Agreement that requires permit coordination and mitigation for any habitat of a listed species that is taken.

COA 2.1.45 Interlocal Agreements. Escambia County ~~shall~~will protect estuaries within the jurisdiction of the County and other local governments through Interlocal Agreements with the City of Pensacola, the City of Gulf Breeze, and Santa Rosa County. The agreements will establish procedures whereby each government will be afforded the opportunity to review development proposals that affect Escambia Bay, Santa Rosa Sound, East Bay or other water bodies deemed appropriate. The agreements ~~shall~~will ensure that adequate sites for water dependent uses are made available, estuarine pollution is prevented, surface water runoff is controlled, living marine resources are protected, exposure to natural hazards is reduced and public access to the shorelines is maintained.

OBJ COA 2.2 Shoreline Use Protection

Preserve adequate shoreline for public access and recreational and commercial water-dependent and water-related uses.

POLICIES

COA 2.2.1 Structure Setbacks. Escambia County ~~shall~~will require natural shorelines wherever possible. Development ~~shall~~will be required to provide adequate setbacks for structures construction activities as required by LDC. ~~other than water dependent/water-related and stormwater management. A minimum 15' setback is required for construction activities proposed along shorelines. The setback shall be measured from the mean high water line.~~

~~Exemptions: Bulkheads, gazebos, docks, walkways, piers, and boathouses may~~

1 ~~be constructed within this setback~~

2
3 **COA 2.2.2 Shoreline Siting Priorities.** Escambia County ~~shall~~will, through
4 zoning districts and LDC provisions, regulate shoreline land uses. Additionally,
5 the uses ~~shall~~will be limited to the following, listed in descending order of
6 priority:

- 7 a. Conservation or recreation;
- 8 b. Water-dependent commercial/industrial;
- 9 c. Residential;
- 10 d. Water-related commercial/industrial.

11
12 **COA 2.2.3 Waterfront Use Priorities.** Escambia County ~~shall~~will, through
13 zoning districts and LDC provisions, regulate the siting of water-dependent and
14 water- related commercial/industrial uses.

15
16 ~~Additionally, the uses shall be limited to the following, listed in descending~~
17 ~~order of priority:~~

- 18
- 19 ~~a. Public use marinas;~~
- 20 ~~b. Water dependent utilities;~~
- 21 ~~c. Water dependent industries and associated docking facilities;~~
- 22 ~~d. Docks for water dependent industry;~~
- 23 ~~e. Water related industries and associated docking facilities;~~
- 24 ~~f. Docks for water related industry.~~

25
26 **COA 2.2.4 Marina Siting Regulations.** Escambia County ~~shall~~will, through
27 LDC provisions, regulate the development of marinas and provide incentives to
28 exceed minimum standards, to resist the impacts of natural disasters and
29 minimize impacts to submerged aquatic vegetation and water quality.

30
31 **COA 2.2.5 Public Access.** Escambia County ~~shall~~will enforce the public access
32 requirements of the Coastal Zone Protection Act of 1985 and ~~shall~~will include
33 such requirements within the LDC.

34
35 **COA 2.2.6 County-Owned Sites.** Escambia County ~~shall~~will maintain
36 County- owned shoreline or open space access sites and provide adequate
37 parking facilities for each site.

38
39 **COA 2.2.7 Federal and State Assistance.** Escambia County ~~shall~~will seek all
40 available federal and state financial assistance to increase public access to the
41 shoreline.

42
43 ~~COA 2.2.8 Alternative Public Access.~~ Escambia County's development review
44 ~~process shall consider impacts of development or redevelopment on publicly~~
45 ~~established access ways to the beach. Developments that would preclude such~~
46 ~~access shall not be approved unless a comparable alternative access way is~~

provided as a condition of development approval.

~~COA 2.2.9 **Public Access Acquisition.** Escambia County shall will continue to seek opportunities to enhance the public access to water or waterways. continually coordinate with local real estate professionals to develop, prioritize and update a list of shoreline sites for potential public acquisition with the intent to obtain title, easements or other ownership interest in areas commonly used for public access.~~

COA 2.2.840 **Public Access Inventory.** Escambia County shall will maintain and update on a two-year cycle an inventory of public beach access facilities, including those in the coastal area, and periodically survey conditions at those sites.

COA 2.2.944 **Publicly-Maintained Shoreline.** Escambia County shall will provide public access to shoreline nourished at public expense. This access shall will be provided at one-half mile intervals or less, as practical.

OBJ COA 2.3 Beach and Dune Protection

Protect beaches and dunes and restore degraded beach and dune systems.

POLICIES

COA 2.3.1 **Dune Protection and Enhancement.** Escambia County shall will protect and enhance the primary dune and other dune systems as appropriate. The County will seek funding for dune enhancement projects through the LMS. Dune enhancement projects may include the planting of native salt-tolerant vegetation, installation of sand fences, beach/dune nourishment, and other similar activities that assure the existence, integrity, and function of dunes.

COA 2.3.2 **Shoreline Protection Zones.** Escambia County shall will establish shoreline protection zones and preserve beaches, dunes, and other shoreline resources. For all gulf-front properties, the protection zone shall will commence at the mean high water line and run landward to the 1975 Coastal Construction Control Line (CCCL). The County shall will regulate within the zone by requiring a landward setback greater than or equal to the 1975 CCCL boundary for major structures, minor structures, and uninhabitable major structures. ~~To prevent takings, Pensacola Beach gulf-front properties that have an insufficient building area to rebuild or redevelop may request a variance to allow reconstruction of a similar structure provided that intrusion into Shoreline Protection Zone is reduced to the maximum extent possible.~~

COA 2.3.3 **Beach and Shoreline Regulations.** Escambia County shall will protect beach and shoreline systems. These regulating provisions shall will be reviewed annually for the Comprehensive Plan Implementation Annual Report and updated as necessary to address concerns and issues including, but not

1 limited to, the following:

- 2
- 3 a. "White Sand" regulations;
- 4 b. Shoreline protection zone;
- 5 c. CCCL-related regulations;
- 6 d. Dune replenishment, enhancement, and re-vegetation
- 7 programs;
- 8 e. Wetland and environmentally sensitive area regulations.
- 9

10 ~~COA 2.3.4 **Beach Nourishment Assistance.** Escambia County shall continue~~
11 ~~its practice of cooperating with, and encouraging, the U.S. Army Corps of~~
12 ~~Engineers (ACOE) and the Florida Department of Environmental Protection~~
13 ~~(FDEP) to nourish public beaches using white sand made available by~~
14 ~~maintenance dredging of Pensacola Pass, the bays, bayous and/or sound, or~~
15 ~~other water bodies within or near Escambia County.~~

16

17 **COA 2.3.45 Beach Hardening Restrictions.** No hardening (seawalls, break
18 waters, revetments, etc.) of gulf beaches ~~shall~~ will be allowed unless such
19 hardening has been determined to have an overriding public purpose. Such
20 determination, by necessity, will be made cooperatively between all regulatory
21 agencies having authority over the gulf beaches.

22

23 **COA 2.3.56 State and Federal Funds.** Through the LMS, Escambia County ~~shall~~
24 will jointly seek state or federal funding, for the development and establishment of
25 a "Dune Restoration and Protection Program" that will be applicable to all County-
26 owned shoreline areas.

27

28 **COA 2.3.67 Conservation and Recreation Future Land Use.** Escambia
29 County ~~shall~~ will implement provisions applicable to the designated Recreation
30 (REC) and Conservation (CON) future land use areas on Santa Rosa Island and
31 Perdido Key that provide for public use and recreation while maintaining the
32 important natural features, functions, and habitats of the areas. The provisions
33 ~~shall~~ will minimize the impacts of development on sensitive natural systems and
34 will include:

- 35
- 36 a. Prevention of motor vehicle traffic on beaches and dune areas,
- 37 excluding publicly authorized vehicles;
- 38 b. Prevention of destruction of native vegetation from beach
- 39 pedestrian traffic by providing boardwalks and dune
- 40 walkover structures;
- 41 c. Improvement of parking at high-use beach sites;
- 42 d. Placement of secure bicycle racks at beach sites to encourage
- 43 bicycle transportation;
- 44 e. The preparation and implementation of techniques needed to
- 45 protect established or identified nesting bird colonies,
- 46 including restrictions on public access to such nesting areas;
- 47 and

- 1 f. Limitations on public access or the provision of alternate routes
- 2 in environmentally sensitive beach dune areas (i.e., dunes
- 3 undergoing restabilization).
- 4

Chapter 12 Conservation Element.

The purpose of the Conservation Element is to ensure the protection of Escambia County's natural resources. The conservation and appropriate use of these resources is critical to maintaining a high quality of life for County residents and ensuring sustainable economic growth. The goals, objectives, and policies of this element are intended to guide the management of air, water, soil, mineral, vegetative, wildlife, and other natural resources in the fulfillment of this purpose without County duplication of federal and state requirements.

GOAL CON 1 RESOURCE MANAGEMENT

Escambia County shall will conserve, protect, and appropriately use all natural resources.

OBJ CON 1.1 General Resource Management

Effectively manage the natural resources of Escambia County through sound conservation principles.

POLICIES

CON 1.1.1 Environmentally Sensitive Lands. Escambia County shall will inventory the County's environmentally sensitive lands, as defined in Chapter 3, Definitions. The Escambia County Wetlands Map and the Escambia County Special Flood Hazard Areas Map are attached to this Plan as Exhibits L and M, respectively.

CON 1.1.2 Wetland and Habitat Indicators. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (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 Plan as Exhibit N.

CON 1.1.3 Resource Status Indicators. Escambia County shall will utilize surveys, sampling, and other available data sources to assess indicators of natural resource gains or losses.

CON 1.1.4 Species Diversity. Escambia County shall will maintain and enhance plant and animal species diversity and distribution within the County.

~~**CON 1.1.5 Open Space Minimums.** Escambia County shall provide incentives to exceed minimum standards to preserve or establish minimum open space within developments to ensure public health, safety, and welfare, to provide recreational and aesthetic benefits, and to accommodate groundwater recharge, tree canopy cover, wildlife habitat and other natural resource functions.~~

1 CON 1.1.~~56~~ **Natural Reservation Protection.** Escambia County shall will protect
2 existing natural reservations, as identified in the Recreation and Open Space
3 Element, or as may additionally be created by action of the federal, state, or
4 County government.

5
6 ~~CON 1.1.7 **Habitat Management.** Escambia County shall require a habitat~~
7 ~~management plan for those lands identified as providing listed species habitat~~
8 ~~within its jurisdiction. The habitat management plan shall be submitted and~~
9 ~~approved by the wildlife agency or agencies having jurisdiction over the species~~
10 ~~prior to the approval of the site plan or functional equivalent.~~
11

12 CON 1.1.~~68~~ **Habitat Protection.** Escambia County shall will coordinate with the
13 FDEP, FFWCC, and other state or federal agencies so as to provide the fullest
14 protection to marine or wildlife habitats that may be impacted by existing or
15 proposed development within the County. ~~The County shall provide to the~~
16 ~~appropriate regulatory agencies copies of applications for development approval~~
17 ~~anytime it is deemed that such development may impact fisheries, fishery~~
18 ~~habitats, wildlife habitats and/or other regulated marine or wildlife resources.~~
19

20 CON 1.1.~~79~~ **Public Land Acquisition.** Escambia County shall will seek to
21 acquire additional areas for habitat protection and connected greenways. -
22 ~~develop and maintain a list of recommended areas for public acquisition. Such~~
23 ~~areas will include, but not be limited to, habitat for protected species and parcels~~
24 ~~that would further the establishment of connected greenways.~~
25

26 CON 1.1.~~84~~ **Public Land Restoration and Enhancement.** Escambia County
27 shall will continually work to restore and/or enhance degraded natural areas
28 within publicly owned lands. Restoration or enhancement may include such
29 activities as removal of nonnative vegetation, reforestation, shoreline or dune
30 restoration, or restoration of natural hydrology.
31

32 **OBJ CON 1.2 Air Resources**

33

34 **Maintain or improve ambient air quality to protect public health and the**
35 **environment.**
36

37 **POLICIES**

38

39 CON 1.2.1 **State and Federal Regulation.** Escambia County shall will, through
40 ~~LDC provisions,~~ require any development with emissions that may degrade air
41 quality to comply with all applicable federal and state regulations regarding
42 emission control.
43

44 ~~CON 1.2.2 **County Enforcement Responsibilities.** Escambia County shall~~
45 ~~assist in the maintenance of air quality standards within its jurisdiction in~~
46 ~~conformance with state and federal air quality guidelines. The County shall notify~~
47 ~~the operator of any facility that is believed to be degrading air quality within the~~

County of such degradation. In addition, the County shall notify the appropriate regulatory agency and encourage the agency to investigate the potential violation of air quality standards and guidelines.

CON 1.2.3 Industrial Use Impacts. Industrial land uses shall minimize their negative impacts on air quality. When incompatible with neighboring or proximate residential, conservation, or environmentally sensitive areas, industrial land uses shall be directed to alternative sites where their impacts are minimized.

CON 1.2.4 County Vehicle Efficiency. Escambia County shall establish a program to replace County-owned vehicles conventionally powered with gasoline or diesel fuel with higher efficiency hybrid vehicles or alternative fuel (i.e., natural gas) vehicles.

CON 1.2.5 Open Burning Education. Escambia County shall develop and implement a program to educate the public regarding County and state laws regulating open burning.

CON 1.2.6 Transportation Alternatives. Escambia County shall support and encourage carpooling, mass transit, non-motorized modes of transportation, and other efforts to reduce fuel consumption and motor vehicle miles traveled.

CON 1.2.7 Motor Vehicle Pollution Reduction. Escambia County shall continually pursue measures to reduce air pollution from motor vehicles. This will include minimizing waiting times at traffic lights, improving public transportation, and other transportation demand management techniques as referenced in this plan.

OBJ CON 1.3 Surface Water Resources

Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

POLICIES

CON 1.3.1 Stormwater Management. Escambia County shall will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

CON 1.3.2 Agriculture Management Practices. To minimize the potential for discharge of contaminants into water bodies designated as Outstanding Florida Waters and Aquatic Preserves, Escambia County shall will coordinate with the Natural Resource Conservation Service (NRCS), or other agencies as deemed acceptable, to encourage Best Management Practices (BMPs) for agricultural

land uses, and include provisions within the LDC that would require all agricultural land uses to implement these practices.

~~CON 1.3.3 **Silviculture Management Practices.** Escambia County shall allow silviculture and unimproved pastures within wetland areas provided the activities follow the BMPs as outlined in the current Silviculture Best Management Practices publications (Florida Department of Agriculture and Consumer Services, Division of Forestry).~~

CON 1.3.34 **Monitoring and Recommendations.** Escambia County shall will utilize FDEP's annual water quality assessment and other sources to monitor surface water systems. Water quality ratings shall will be monitored for the Escambia River, Pensacola Bay, Perdido Bay, and Perdido River basins and other locations as appropriate. ~~Monitoring data and recommendations shall be included in the Comprehensive Plan Implementation Annual Report.~~

CON 1.3.45 **Studies and Programs.** Escambia County shall will support existing studies and programs, and the funding of future studies and programs that will determine water quality conditions, sediment conditions, sources of contamination, and necessary actions to improve conditions of surface water systems and their suitability for aquatic life. The County shall will support actions necessary to improve and protect surface water systems.

CON 1.3.56 **Cooperative Cleanup Efforts.** Escambia County shall will cooperate with federal, state, and local agencies in their efforts to clean up water bodies within and adjoining the County that have shown a documented decline in water quality and decreased suitability for indigenous aquatic life. Such cooperation shall will include, but not be limited to, sharing of information and coordination with adjacent jurisdictions on applications for funding of cleanup and enhancement efforts in these areas.

CON 1.3.67 **Wetland Development Provisions.** Development in wetlands shall will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands shall will be restricted to allow residential density uses as indicated by the LDC: -at a maximum of one unit per five acres or to the density established by the future land use map containing the parcel, whichever is more restrictive, or one unit per lot of record if less than five acres in size. (For this policy, lots of record do not include contiguous multiple lots under single ownership.)

a. With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:

1. Wetlands that are contiguous to Class II or Outstanding Florida Waters;

2. Wetlands located in the FEMA Special Flood Hazard Areas;
3. Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the FFWCC or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Plan as Exhibits O and P, respectively.

~~CON 1.3.8 Density Clustering.~~

~~Escambia County shall require buffers between development and environmentally sensitive areas including wetlands. The purpose of the buffer is to protect natural resources from the activities and impacts of development.~~

~~a. The buffer shall function to provide protection to the natural resources from intrusive activities and negative impacts of development such as trespass, pets, visual impacts, vehicles, noise, lights, and stormwater. Incompatibility between the uses shall be minimized or eliminated so that the land uses can co-exist over time with the environmentally sensitive area.~~

~~b. Buffer Types: The buffer may be a landscaped natural barrier, a natural barrier, or supplemented with fencing or other manmade barrier, so long as the function of the buffer and intent of the policy is fulfilled.~~

~~Buffers for Wetlands as defined by the Florida Department of Environmental Protection: A minimum buffer of 25' measured landward of the jurisdictional line is required. Intrusion into the buffer by development activities may be allowed provided a minimum 15' buffer remains and an equal amount of square feet of buffer loss is provided within the development site along the impacted wetland complex (limited buffer averaging). Escambia County shall include density clustering provisions in the LDC to avoid development in environmentally sensitive lands, conservation and preservation areas, and, wherever feasible, airfield influence planning districts (AIPD).~~

OBJ CON 1.4 Groundwater Resources

Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety as well as adequate potable water supplies.

1 **POLICIES**

2
3 CON 1.4.1 **Wellhead Protection.** Escambia County ~~shall~~will provide
4 comprehensive wellhead protection from potential adverse impacts to current
5 and future public water supplies. The provisions ~~shall~~will establish specific
6 wellhead protection areas and address incompatible land uses, including
7 prohibited activities and materials, within those areas.

8
9 CON 1.4.2 **County Facilities Procedures.** Escambia County ~~shall~~will establish
10 and implement standard operating procedures at all County-operated facilities
11 that use, store, or dispose of materials that have the potential to contaminate
12 groundwater if improperly handled.

13
14 CON 1.4.3 **Coordinated Water Supply Protection.** Escambia County ~~shall~~will
15 coordinate with the ECUA and other water suppliers, the City of Pensacola,
16 NFWFMD, and the FDEP when implementing policies related to the protection
17 of potable water resources.

18
19 CON 1.4.4 **Emergency Water Conservation.** In cooperation with NFWFMD,
20 Escambia County ~~shall~~will implement any emergency water conservation plans
21 necessary to protect the sand and gravel aquifer during periods of insufficient
22 recharge.

23
24 **OBJ CON 1.5 Soil and Mineral Resources**

25
26 **Regulate the extraction of soil and mineral resources and other land**
27 **disturbance activities to ensure that uses and activities are compatible**
28 **with site conditions and to prevent adverse impacts to the quality of other**
29 **resources, land uses, or activities.**

30
31 **POLICIES**

32
33 CON 1.5.1 **Erosion Control.** Escambia County ~~shall~~will, through LDC
34 provisions, address the use of appropriate erosion control measures during all
35 construction and other land disturbance activities to minimize off-site migration
36 of soil particles.

37
38 CON 1.5.2 **Extraction and Reclamation Limitations.** Resource extraction and
39 reclamation activities are considered unique non-residential uses due to their
40 transient nature and the eventual restoration of affected lands to post mining
41 land-uses. ~~However, through LDC provisions,~~ Escambia County ~~shall~~will
42 prohibit resource extraction activities within environmentally sensitive areas that
43 cannot be completely restored; within wellhead protection areas; within the
44 CHHA; within one-half mile of aquatic preserves, Class II waters, Shoreline
45 Protection Zone 1, or Outstanding Florida Waters; and within all FLU categories,
46 except Agriculture, Rural Community, Industrial, and Public. Additionally,
47 resource extraction in the form of borrow pits ~~shall~~will be prohibited abutting

1 state and federal parks, within floodplains, or near existing residential uses,
2 residential zoning districts, or subdivisions intended primarily for residential use.
3 Reclamation activities to restore previously mined lands to an intended post-
4 mining land use may be allowed in any future land use category.

5
6 **CON 1.5.3 Extraction and Reclamation Compatibility.** Escambia County ~~shall~~
7 will permit extraction of soils and mineral resources and site reclamation only
8 where compatible with adjacent land uses and where minimal resource
9 degradation will occur. The determination of minimal degradation, if necessary,
10 will be made in cooperation with the appropriate state or federal agencies
11 regulating resource extraction and reclamation activities. The locations where
12 these activities may be allowed, if not otherwise prohibited, ~~shall~~ will be
13 determined based on geological constraints and ~~shall~~ will be regulated by the
14 applicable zoning district and performance standards established for such
15 activities within the LDC.

16
17 **CON 1.5.4 Extraction and Reclamation Review.** Escambia County ~~shall~~ will
18 subject all new or expanded resource extraction and reclamation activities to a
19 mandatory development review process to assess technical standards for public
20 safety, environmental protection, and engineering design.

21
22 The review shall require:

- 23
24 a. ~~Protection of public health;~~
25 b. ~~Compliance with all applicable state and federal policies and~~
26 ~~regulations;~~
27 c. ~~Enforcement of the County's environmental and solid waste~~
28 ~~regulations;~~
29 d. ~~A reclamation plan to restore affected lands within a reasonable~~
30 ~~timeframe to the intended post-mining land use consistent with the~~
31 ~~surrounding environment;~~
32 e. ~~Buffers between resource extraction or reclamation activities and~~
33 ~~adjacent existing or allowed future uses;~~
34 f. ~~Maintenance of level of service standards for commercial traffic~~
35 ~~on access roadways; and~~
36 g. ~~Prevention of soil erosion or adverse effects to the quality of air,~~
37 ~~groundwater, surface water, wildlife, or other natural resources~~
38
39
40
41

42 **OBJ CON 1.6 Vegetation Resources**

43
44 **Require and encourage land development and landscaping practices that**
45 **conserve, appropriately use, and protect native vegetation, and that**
46 **maintain and enhance plant species diversity.**
47

POLICIES

CON 1.6.1 Urban Forest Preservation. Escambia County defines the trees and other vegetation within and around the developed areas of the County as an urban forest, and recognizes that a healthy, diverse, and well-managed urban forest is an important public asset. The County ~~shall~~will preserve, maintain, and support the urban forest, requiring the maximum practical preservation of existing native vegetation with all development.

CON 1.6.2 Identification and Protection. Escambia County ~~shall~~will ensure the identification and protection of vegetation through LDC provisions, ~~that require protected trees and unique vegetative communities to be accurately located and described on development plans submitted for approval. In addition, the plans must include implementation provisions, such as effective temporary construction barricades, for the protection and preservation of vegetation not approved for removal. Unique vegetative communities include, but are not limited to, wetlands.~~

CON 1.6.3 Tree Protection. Escambia County ~~shall~~will protect trees through LDC provisions, ~~giving priority to native hardwood species and consideration to tree condition, size, maturity, wind resistance, drought tolerance, species diversity, uniqueness (i.e., Champion), and historic association. Specific criteria shall be provided for exemptions from protection, including size, species, invasiveness, condition, structure, and emergencies.~~

CON 1.6.4 Urban Forest Management. Escambia County ~~shall~~will, through LDC provisions and other measures, sustain and promote the urban forest, ~~by:~~

- ~~a. Increasing tree age and species diversity for long-term forest stability,~~
- ~~b. Requiring sufficient planting of trees to compensate for removals,~~
- ~~c. Increasing the proportion of wind-resistant trees to make future storms less devastating,~~
- ~~d. Emphasizing the use of native species to reduce irrigation needs and improve plant establishment, survival, and vitality,~~
- ~~e. Increasing tree canopy cover for effective shading, temperature moderation, stormwater abatement, and other benefits,~~
- ~~f. Allowing or requiring appropriate removal of dying, diseased, damaged, hazardous, and invasive trees.~~

CON 1.6.5 Impact Mitigation. ~~Escambia County shall, through LDC provisions, require mitigation to adequately offset the removal of protected vegetation. Protected tree removal shall require replacements and code provisions shall address quantity, quality, size, species, and location requirements. Additionally, the provisions shall allow in-lieu payments to the County for support of general tree replacement and restoration of functional benefits provided by the urban forest when tree replacements cannot be reasonably accommodated within the~~

removal parcel.

~~CON 1.6.6 **Non-compliance Penalties.** Escambia County shall adopt monetary and other penalties to effectively discourage damage to, or removal of, protected trees and other vegetation without proper permitting.~~

~~CON 1.6.57 **Invasive Species Management.** Escambia County shall will encourage, through LDC provisions, require the removal and continued management of any invasive tree or shrub species, identified within the development site.~~

~~CON 1.6.8 **Florida-Friendly Landscaping.** Escambia County shall promote Florida friendly low-impact landscaping principles through LDC provisions and other measures to protect Florida's environment and preserve its natural resources.~~

~~CON 1.6.9 **Professional Standards.** Escambia County shall, through LDC provisions, require the application of professional arboricultural (e.g., International Society of Arboriculture) and horticultural standards and practices that provide for the protection and long-term survival of both existing and planted vegetation as part of an overall strategy to achieve landscape, habitat preservation, and open space objectives.~~

~~CON 1.6.10 **County Facilities Standards.** Escambia County shall attempt to exceed minimum landscape and vegetation preservation standards for County owned facilities.~~

CON 1.6.644 **Prescribed Burning.** Escambia County shall will accommodate the use of prescribed burning as a tool to promote ecosystem health and wildfire prevention.

CON 1.6.742 **Intergovernmental Coordination.** Escambia County shall will cooperate with adjacent local governments to conserve, appropriately use, and protect unique vegetative communities located within more than one local jurisdiction. Upon submission to the County, proposals for development that would impact unique vegetative communities located within more than one local government jurisdiction shall will be provided to the affected local government by Escambia County.

OBJ CON 1.7 Hazardous Materials and Waste

Ensure the proper storage, use, and disposal of all hazardous materials within Escambia County to eliminate or significantly minimize hazards to the general public and the potential for contamination of natural resources.

POLICIES

1 **CON 1.7.1 Required Identification.** Escambia County ~~shall~~will require
2 identification of any and all hazardous waste or materials used or stored by any
3 licensed business within Escambia County.

4
5 **CON 1.7.2 Handling, Storage, and Disposal.** Escambia County ~~shall~~will
6 cooperate with appropriate regulatory agencies to develop plans and procedures
7 for the handling, temporary storage, and disposal of hazardous waste generated
8 within Escambia County. Such plans and procedures will be provided to those
9 industries and commercial operations within the County that generate hazardous
10 wastes in order that they may properly handle and dispose of their hazardous
11 waste products.

12
13 **CON 1.7.3 Household Hazardous Waste.** Escambia County ~~shall~~will develop
14 and implement a program to educate the public concerning the proper storage
15 and disposal of household hazardous waste.

16
17 **CON 1.7.4 Petroleum Storage Tanks.** Escambia County ~~shall~~will rely upon
18 the Escambia County Health Department, through its contracts with the FDEP
19 for County compliance inspections and cleanup, to protect people and the
20 environment from contamination risks associated with petroleum fuel storage
21 tanks.

22
23 **CON 1.7.5 Accident Procedures.** The Escambia County Comprehensive
24 Emergency Management Plan ~~shall~~will include procedures for handling
25 accidents involving hazardous materials and waste.

26
27 **CON 1.7.6 Locational Criteria.** New industry or businesses that produce
28 hazardous materials in their processes ~~shall~~will not be allowed where surface
29 and groundwater are particularly vulnerable to contamination from hazardous
30 materials, in wellhead protection areas, where hydric soils are present, within
31 special flood-hazard areas, or coastal high-hazard areas. This policy does not
32 apply to public utilities or public facilities.

33
34 **CON 1.7.7 FLU Limitation.** Uses involving the production of hazardous
35 materials ~~shall~~will be limited to the Industrial future land use category. Retail sale
36 of products containing hazardous materials is not limited to the Industrial FLU
37 category.

38
39 **CON 1.7.8 Disposal Assistance.** Escambia County ~~shall~~will provide
40 assistance with disposal of hazardous waste generated by other than large
41 quantity generators within Escambia County. This will include an Annual
42 Amnesty Days program for Escambia County household generators.

43
44 **OBJ CON 1.8 Water and Energy Conservation.**

45
46 **The County ~~shall~~will promote water and energy conservation strategies to**
47 **support the protection of the County's natural resources.**

1 **POLICIES**

2
3 **CON 1.8.1 Sustainable Community Development Practices.** The County ~~shall~~
4 will encourage sustainable community development practices that conserve
5 energy and water resources, ~~reduce greenhouse gas emissions through~~
6 ~~innovative, energy-efficient building construction strategies consistent with~~
7 ~~recognized green building standards, and contribute to reducing the overall~~
8 ~~development footprint of the County. These strategies may include:~~
9

- 10 a. Developing incentives for water conservation;
11 b. Incorporating Florida Waterwise landscaping to reduce the use of
12 potable water for irrigation of new building sites, including public
13 building sites;
14 c. Encouraging development on previously used and under-developed
15 sites where infrastructure already exists;
16 d. Encouraging development adjacent to existing developed areas;
17 e. Protecting and enhancing natural systems within the County; and
18 f. Using surface waters, conservation lands, and environmentally
19 sensitive open space as visual amenities.
20

21 ~~**CON 1.8.2 Reduced Irrigation Needs.** Escambia County shall require the use of~~
22 ~~Florida Friendly Landscaping techniques and native or adapted plants in order to~~
23 ~~reduce potable water consumption for irrigation for new public buildings and~~
24 ~~private development of 5 acres or 20 residential units or more.~~
25

26 ~~**CON 1.8.23 Low Impact Development.** Escambia County shall~~ will promote
27 the use of Low Impact Development (LID) techniques.
28 ~~approved by the Northwest Florida Water Management District to protect the~~
29 ~~water resources of the County.~~
30

31 ~~**CON 1.8.4 High Efficiency Appliances.** Escambia County shall promote the~~
32 ~~use of Energy Star or equivalent high-efficiency appliances and fixtures to reduce~~
33 ~~energy use in public and private buildings.~~
34

35 ~~**CON 1.8.5 Carbon Sequestration.** Escambia County shall promote retention of~~
36 ~~agriculture and timber production, as these uses sequester carbon emissions,~~
37 ~~thereby improving the air quality of the County.~~

Chapter 13 Recreation and Open Space Element.

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces, and waterways. ~~Guiding the planning and provision of these facilities are goals, objectives and policies intended to improve public awareness of existing recreational opportunities, ensure access to public facilities, encourage intergovernmental coordination, and establish Levels of Service (LOS) sufficient to meet the current and projected needs of Escambia County's citizens.~~

GOAL REC 1

Escambia County ~~shall~~will create recreational opportunities for the citizens of Escambia County through the provision of County facilities and coordination with the federal, state, and private sectors. ~~state and federal agencies and the private sector.~~

OBJ REC 1.1 Recreational Facilities Access

Continue to develop and improve public awareness of and physical access to all recreation facilities.

POLICIES

REC 1.1.1 Public Information. Escambia County ~~shall~~will, in cooperation with the Tourist Development Council, make information available to the public concerning the location of recreational opportunities and available facilities.

REC 1.1.2 Facility Signage. Escambia County ~~shall~~will provide signage to identify County parks and to direct the public to these sites.

REC 1.1.3 Physical Accessibility. Escambia County ~~shall~~will provide physical access for disabled individuals to public recreational facilities and require compliance with the Americans with Disabilities Act (ADA) by developers, owners, or operators of private recreational facilities. All new County facilities ~~shall~~will meet applicable local, state, and federal accessibility requirements.

REC 1.1.4 Use Policies and Procedures. Escambia County ~~shall~~will develop standardized policies and procedures that allow for the use of County recreation facilities by private, public, and non-profit groups and organizations. In addition, the County ~~shall~~will implement equitable procedures for reservation of facilities, ~~and evaluate usage fees every two years.~~

REC 1.1.5 Facility Availability. Escambia County ~~shall~~will maintain or increase

1 the availability of County recreation facilities to civic and other semi-public and
2 private organizations.

3
4 **REC 1.1.6 Public-Private Cooperation.** Escambia County ~~shall~~will continue its
5 cooperative efforts with private and non-profit organizations (e.g., YMCA, Little
6 League, civic groups, etc.) in the provision of recreational facilities/opportunities
7 and open space areas.

8
9 **REC 1.1.7 Annual Review and Report.** Escambia County ~~shall~~will annually
10 review and report upon the cooperative efforts between the public and private
11 sectors in the provision of recreational opportunities to assure that such efforts
12 are coordinated. In even-numbered years, the report will include an inventory of
13 public beach access facilities, including those in the coastal area.

14
15 **REC 1.1.8 Outdoor Facilities.** Escambia County ~~shall~~will provide for public use
16 of those lands held in public ownership by ensuring the provision of facilities for
17 outdoor recreation activities, including nature trails, boardwalks, waterway trails,
18 interpretive displays, educational programs, wildlife observation areas, and picnic
19 areas, whenever feasible.

20
21 **REC 1.1.9 Multi-modal Residential Links.** Escambia County ~~shall~~will maintain
22 and improve a multi-modal transportation system that links beach access points,
23 open space, and other recreational facilities with residential areas.
24 Improvements ~~shall~~will include, but not be limited to, signage and construction
25 of facilities (e.g., sidewalks, bike racks, etc.) by both the public and private
26 sectors.

27 28 **OBJ REC 1.2 Intergovernmental Coordination**

29
30 **Continue intergovernmental coordination between Escambia County and**
31 **appropriate federal, state, and local agencies (i.e., Escambia County School**
32 **District, Santa Rosa Island Authority, West Florida Regional Planning**
33 **Council, and the Florida-Alabama Transportation Planning Organization) to**
34 **address mutual concerns and enhance planning for recreation and beach**
35 **access.**

36 37 **POLICIES**

38
39 **REC 1.2.1 Recreation and Beach Access.** Escambia County ~~shall~~will
40 coordinate with appropriate federal, state, and local government entities
41 regarding beach access and recreation.

42
43 **REC 1.2.2 Cooperation Agreements.** Escambia County ~~shall~~will promote
44 interstate and interlocal cooperation through agreements intended to enhance
45 recreation sites and facilities and public access to such sites and facilities.

46
47 ~~REC 1.2.3 Florida Boating Improvement Program.~~ Escambia County ~~shall~~

utilize the Florida Boating Improvement Program.
The Escambia County Public Access Map Series is attached to this ordinance as Exhibit Q.

OBJ REC 1.3 Recreational Facilities Monitoring Level of Service (LOS)

Ensure the adequate provision of recreational facilities and open space through the implementation of level of service standard monitoring and evaluation.

POLICIES

REC 1.3.1 LDC Definitions. The Escambia County LDC ~~shall~~will include specific definitions for open space, parks, and recreation facilities.

~~**REC 1.3.2 Open Space Requirements.** Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.~~

~~**REC 1.3.23 County Facilities Inventory.** Escambia County shall~~will maintain a current inventory of all park facilities maintained by the County.

~~**REC 1.3.34 County Facility Conversion.** Public park or recreation areas operated or maintained by Escambia County shall~~will not be converted to other uses, except by determination of the BCC that such a conversion is in the public interest. The Escambia County Parks and Recreation Department shallwill seek appropriate compensation or replacement land if such a conversion occurs.

~~**REC 1.3.5 Established Service Districts.** Escambia County's four park and recreation service districts are established as follows: 1) Barrier Islands RSD; 2) Urban RSD; 3) Suburban RSD, and; 4) Rural RSD. These districts may from time to time be modified, added to, or deleted as necessary to address the recreation needs of the County.~~

~~**REC 1.3.6 Level of Service (LOS) Standards.** Level of service (LOS) standards for recreation and open space facilities within the County are:~~

LOS Standards for Parks & Recreational Facilities by Population

Park Categories	
Neighborhood Parks	1 per 2,500
Regional Parks	1 per 50,000
Community Parks	1 per 15,000
Nature Parks	1 per 50,000
Boat Launch Areas	1 per 15,000
Beach / Water Access Areas	1 per 20,000
Community Centers	1 per 15,000
Special Use Parks	
Equestrian Center	1 per 500,000
Civic Center / Performing Art Center	1 per 500,000
Gun Firing Range	1 per 200,000
Multi-Purpose Use Field Stadium	1 per 250,000
Park Amenities	
Baseball Fields	1 per 2,000
Softball Fields	1 per 2,000
Football Fields	1 per 10,000
Soccer Fields	1 per 10,000
Basketball Courts	1 per 10,000
Tennis Courts	1 per 10,000
Swimming Pools	1 per 25,000
Playground Structures	1 per 5,000
Park Shelters	1 per 5,000
Nature Trails	1 per 15,000
Pedestrian / Bike Trails	1 per 15,000
Park System Acreage:	
Barrier Island RSD	1 ac. per 1,000
Urban RSD	1 ac. per 1,000
Suburban RSD	1 ac. per 1,000
Rural RSD	1 ac. per 1,000

2

3 **REC 1.3.47 County Open Space Acquisition.** Escambia County ~~shall~~will
4 acquire (through lease, purchase, or dedication) open space and natural
5 areas to maintain and improve the natural functions of open space,
6 wetlands and other sensitive lands as well as recreational opportunities for
7 all residents. The priority for acquisition of open space and/or natural areas
8 ~~shall~~will be:

- 9 a. Unique natural systems/environmentally sensitive lands;
10 b. Shoreline sites;
11 c. Sites within the urban or transitioning areas experiencing
12 rapid development; and
13 d. Sites with historical or archaeological significance.

14 Escambia County ~~shall~~will not accept the donation of land or recreation facilities,
15 unless they meet the Escambia County Parks and Recreation Departments park
16 planning and development standards and a management/funding source is in

1 place.

2 **REC 1.3.58 Areas within Private Development.** The LDC ~~shall~~will clearly
3 articulate the provision of open space and recreation areas within private
4 developments.

5
6 **REC 1.3.69 Designated Natural Reservations.** The following are designated
7 as natural reservations and are intended to provide open space and recreational
8 uses of all types for the citizens of Escambia County:

- 9
10 a. The Gulf Islands National Seashore;
11 b. The Escambia River Wildlife Management Area;
12 c. The Perdido River State canoe trail;
13 d. Lake Stone Park and boat ramp;
14 e. The improved county-owned community, neighborhood and
15 urban parks/tot lots;
16 f. Wayside Park;
17 g. Navy Point Park;
18 h. Casino Beach Recreation Area;
19 i. Ft. Pickens;
20 j. Big Lagoon State Recreation Area;
21 k. Jones Swamp Wetland Preserve and Southwest Greenway;
22 l. Perdido River Walk;
23 m. Perdido Key Parks;
24 n. Tarkiln Bayou Preserve State Park; and
25 o. All publicly owned beach access ways.

26
27 **REC 1.3.740 Vacant Property Evaluation.** All vacant property owned by
28 Escambia County ~~shall~~will be evaluated for its potential as a park, recreational
29 facility, designated open space, or other use. New vacant properties acquired by
30 the County ~~shall~~will be added to the existing vacant properties inventory.

Chapter 14 Intergovernmental Coordination Element.

The Intergovernmental Coordination Element seeks to establish and maintain efficient, effective procedures of coordinating planning efforts with adjacent counties and cities; the incorporated areas within Escambia County; regional, state, and federal agencies; and other agencies and entities that provide services but do not have regulatory authority over land. Through coordination and cooperation among the various entities affecting planning and land use, Escambia County can better serve its residents and ensure orderly and balanced growth and development, while protecting and enhancing the County's existing communities and natural resources.

GOAL ICE 1 COORDINATED APPROACH TO PLANNING

Escambia County ~~shall~~will establish and maintain an efficient, effective program of intergovernmental coordination that achieves the maximum quality of life for residents and visitors and promotes a County-wide approach to planning.

OBJ ICE 1.1 Coordinate with Federal, State and Local Agencies

Coordinate with the City of Pensacola, Town of Century, City of Gulf Breeze, Santa Rosa County, the ECUA, the Santa Rosa Island Authority, the United States Navy, and the Escambia County School Board to ensure consistency among the plan and the plans of adjacent counties and municipalities as well as the plans of other agencies or entities affecting land use or providing services in Escambia County.

POLICIES

ICE 1.1.1 Large-Scale Future Land Use Map Amendments. Escambia County ~~shall~~will submit a copy of any proposed large-scale FLUM amendment to adjacent municipalities and counties within the jurisdiction of the Florida ~~Department of Community Affairs~~ Department of Economic Opportunity and other units of government providing services but not having regulatory authority over the use of land provided that those agencies have submitted a written request to Escambia County for such information as required by ~~Section 163.3184(3)(a), Florida Statutes.~~ Procedures for intergovernmental coordination with the Escambia County School Board ~~shall~~will be governed by the Interlocal Agreement for Public School Facility Planning and ~~Objective 1.5 of the Public School Facilities Element.~~

ICE 1.1.2 Comprehensive Plan Amendments. For proposed comprehensive plan amendments that could potentially impact adjacent jurisdictions, Escambia County ~~shall~~ submit copies of the proposed amendment to the affected local government and invite their review and comment.

~~ICE 1.1.3 Joint Planning Initiatives.~~ By 2010 the Escambia County planning

1 ~~staff shall identify planning topics of concern between local governments who~~
2 ~~would benefit from joint planning efforts and initiate coordination accordingly.~~
3 ~~Such topics of concern should include infrastructure service areas and~~
4 ~~redevelopment initiatives. Upon approval by the Planning Board of the identified~~
5 ~~topics of concern, the Planning Official will meet with representatives from the~~
6 ~~affected local governments to develop specific procedures for implementation of~~
7 ~~the identified joint planning initiatives. Such implementation procedures should~~
8 ~~be established by 2011.~~

9
10 ICE 1.1.2.4 **Interlocal Agreements.** Escambia County ~~shall~~ will implement
11 adopted interlocal agreements with the Escambia County School Board, the City
12 of Milton, the City of Pensacola, the City of Gulf Breeze, and Santa Rosa County
13 so as to provide for coordination and evaluation of development proposals that
14 affect the bays, bayous, sound, or gulf (including estuaries and estuarine
15 systems).

16
17 ICE 1.1.3.5 **Mediation.** Escambia County may use the West Florida Regional
18 Planning Councils informal mediation process, or other mediation processes, to
19 attempt to resolve conflicts with other units of government that cannot be
20 resolved through meetings between the governing bodies of the affected
21 governments.

22 23 **OBJ ICE 1.2 Level of Service Standards**

24
25 **Coordinate with appropriate state, regional, and local agencies and other**
26 **entities that have operational and maintenance responsibility for public**
27 **facilities in Escambia County to achieve and maintain the adopted LOS**
28 **standards. As required by Section 163.3177(6)(h)2, F.S., Florida Statutes**
29 **when such an entity is another unit of local government, Escambia County**
30 **~~shall~~ will enter into an interlocal agreement or other formal agreement that**
31 **~~shall~~ will describe joint processes for collaborative planning and decision**
32 **making on population projections, the location and extension of public**
33 **facilities subject to concurrency, and siting facilities with County-wide**
34 **significance, including locally unwanted land uses.**

35 36 **POLICIES**

37
38 ICE 1.2.1 **Public Facilities.** Escambia County will, through interlocal agreement
39 or other formal agreement with public service providers, establish LOS standards
40 for public facilities and identify actions that Escambia County will undertake to
41 coordinate the location and extension of these facilities as well as the siting of
42 facilities with County-wide significance. Established LOS standards will be
43 maintained through implementation of Escambia County's Concurrency
44 Management System.

45
46 ICE 1.2.2 **Water and Wastewater Supply.** Escambia County ~~shall~~ will adopt
47 agreements with local water suppliers to establish LOS standards for water

usage and identify strategies the County and water suppliers will undertake to address joint planning issues. The County will also coordinate planning efforts with the ECUA with regard to wastewater service.

OBJ ICE 1.3 Coordination with the Escambia County School Board

Maintain cooperative relationships with the School Board and municipalities and implement joint planning processes to coordinate land use planning with school facility planning.

POLICIES

ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning ~~dated on August, 7th, 2006~~ (herein Interlocal Agreement) that establishes ed procedures for coordination and sharing of information, planning processes, and school concurrency implementation ~~The Interlocal Agreement was updated on April 30th, 2009, and may be amended annually.~~

ICE 1.3.2 Annual School Board Report. On an annual basis, the School Board ~~shall~~will provide information from their Tentative District Educational Facilities Plan to determine the need for additional school facilities. The School Board ~~shall~~will provide to the County, each year, a General Education Facilities Report. The Educational Facilities Report ~~shall~~will contain information detailing existing facilities, their locations, and projected needs. The report ~~shall~~will also contain the School Board's financially feasible Five-Year District Facilities Work Program.

ICE 1.3.3 Consistent Population and Enrollment Projections. The staff working group established in Policy ICE 1.3.6 ~~shall~~will meet annually to coordinate and base their local government comprehensive plans and school facility plans on consistent projections. These projections ~~shall~~will include population projections developed in coordination with the Planning Board and student enrollment projections (district-wide ~~and by concurrency service area~~) developed by the School Board with the agreement of the Florida Office of Educational Facilities. The School Board's student enrollment projections ~~shall~~will consider the impacts of development trends as per the Interlocal Agreement. To accomplish this policy, the County and the School Board agree to provide the information and follow the procedures specified in the Interlocal Agreement.

ICE 1.3.4 Growth and Development Trends. As per the Interlocal Agreement, the local governments will provide the School Board with their Comprehensive Plan Implementation Committee Annual Report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in a geographic information system-compatible format for the purpose of geo-referencing the information. This report will be in tabular, graphic, and textual

formats and will include data and summaries as requested by the LPA. the following:

- a. ~~The type, number, and location of residential units that have—received zoning approval, final plat, and site plan approval;~~
- b. ~~Information regarding FLUM amendments;~~
- c. ~~Building permits and certificate of occupancy data for residential—dwellings issued for the preceding year and their location;~~
- d. ~~Summary of vested rights determinations and other actions that—affect demands for public school facilities;~~
- e. ~~Information regarding the conversion or redevelopment of—housing or other structures into residential units that are likely—to generate new students and reflect the existing land use;—and~~
- f. ~~The identification of any development orders issued.~~

ICE 1.3.5 Elected Officials Joint Planning Workshops. One or more representatives of the Escambia County BCC, the Pensacola City Council, ~~the Century Town Council,~~ and the School Board will meet on an as-needed basis, but not less than annually, in joint workshop sessions. The workshop sessions will be opportunities for the representatives of the elected bodies to receive reports, discuss policy, and reach understandings on issues of mutual concern regarding the coordination of land use and school facilities planning. Topics for such workshops may include, but are not limited to, the following: student enrollment trends, growth and development trends, school needs, joint use opportunities, ~~implementation of school concurrency~~ and performance of the adopted Interlocal Agreement. The workshops will take place in accordance with the procedures established in the Interlocal Agreement.

ICE 1.3.6 Staff Working Group. A staff working group comprising representatives from the County, School Board, City of Pensacola, ~~Town of Century,~~ and LPA, or their appointees, will meet on an as-needed basis but not less than semi-annually to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning. The staff working group meetings will take place in accordance with the time frames and procedures established in the Interlocal Agreement.

~~**ICE 1.3.7 LPA Coordination with the Escambia County School Board.**~~
~~Pursuant to Section 163.3174, Florida Statutes, a representative of the Escambia County School Board shall be appointed to the County Planning Board as an ex-officio, nonvoting member.~~

OBJ ICE 1.4 Coordination with Santa Rosa County School Board

Because the Santa Rosa County School Board provides educational opportunities for residents of Pensacola Beach, Escambia County shall will execute an Interlocal Agreement with the Santa Rosa County School Board

1 addressing the issues identified in the Interlocal Agreement with the
2 Escambia County School Board as they relate to Pensacola Beach.

3
4 **POLICIES**

5
6 **ICE 1.4.1 Interlocal Agreement with Santa Rosa County School Board.**
7 Escambia County ~~shall will, by September 2012, execute~~ maintain an Interlocal
8 Agreement with the Santa Rosa County School Board.

9
10 **OBJ ICE 1.5 Campus Master Plans**

11
12 **Escambia County agrees to recognize campus master plans of the state**
13 **university system and to work with the board of regents in the development**
14 **of a campus development agreement as the need arises.**

15
16 **POLICIES**

17
18 **ICE 1.5.1 Campus Development Agreement.** As required by ~~Section 1013.30,~~
19 Florida Statutes, Escambia County agrees to recognize campus master plans of
20 the state university system and to work with the Board of Regents in the
21 development of a campus development agreement as the need arises.

Chapter 15 Capital Improvements Element.

The purpose of the Capital Improvements Element is to demonstrate how capital projects identified to maintain Levels of Service or accommodate new growth will be programmed and funded. The Capital Improvements Element must include estimates of the cost of improvements for which Escambia County has fiscal responsibility and analyze the ability to finance and construct those improvements. The Capital Improvements Element also outlines financial policies to guide the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required based on needs identified in the Comprehensive Plan. Finally, the Capital Improvements Element requires that an adequate Concurrency Management System is implemented by the local government, pursuant to Section 163.3180, Florida Statutes.

GOAL CIE 1 CAPITAL FACILITIES

The Capital Improvements Element ~~shall~~will be used to efficiently meet the needs of Escambia County for the construction, acquisition, or development of capital facilities necessary to correct existing deficiencies, to accommodate desired future growth, and to replace obsolete or worn-out facilities.

OBJ CIE 1.1 Capital Improvements Funding

Manage the land development process to provide or require provision of needed improvements so that public facility needs created by previously issued development orders or future development do not exceed the ability of Escambia County to fund and provide or require provision of the needed capital improvements.

POLICIES

~~CIE 1.1.1 **Comprehensive Plan Implementation Committee.** Escambia County shall convene a Comprehensive Plan Implementation Committee to review the development activities within Escambia County and to review the Level of Service (LOS) conditions for the County. The County Administrator shall designate those County officials that shall serve on the Committee and those responsible for providing other assistance to the Committee as circumstances and issues may require. The Committee shall maintain information on development activity, LOS conditions, de minimis impacts, and other data necessary to accurately evaluate the implementation of the County's Comprehensive Plan, including the annual Capital Improvements Element update.~~

CIE 1.1.12 LOS Standards. Escambia County ~~shall~~will establish LOS standards for concurrency-related public facilities that are within the jurisdiction of the County.

These standards ~~shall~~will be those found in the other Comprehensive Plan Elements. The adopted LOS standards in this Plan are as indicated in the following policies:

TABLE INSET:

LOS	Policy
Roads	
County and State	MOB 1.1. 1 <u>2</u>
Mass Transit	MOB 2.2.3
Sanitary Sewer	INF 1.1.9
Solid Waste	INF 2.1.4
Drainage	INF 3.1. 7 <u>9</u>
Potable Water	INF 4.1.7
Recreation/Open Space	REC 1.3.6
Public Schools	PSF 2.1.2

CIE 1.1.~~2~~3 **LOS Maintenance.** Escambia County ~~shall~~will coordinate land use decisions and development approvals through implementation of the Concurrency Management System, available and/or projected fiscal resources, and the Five-Year Schedule of Capital Improvements, so as to maintain adopted LOS standards and meet the existing and future facility needs.

CIE 1.1.~~3~~ **4 Vested Development.** Escambia County ~~shall~~will provide for the availability of public facilities to serve developments for which development orders were issued and development rights are vested. ~~to support development concurrent with the impacts of such development~~

~~CIE 1.1.5 **Concurrency.** Escambia County shall require the availability of public facilities and services needed.~~

~~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.~~

1 **OBJ CIE 1.2 Five-Year Schedule**

2
3 **Maintain a Five-Year Schedule of Capital Improvements as the specific**
4 **guide that the County will use to determine the construction of capital**
5 **facilities and the maintenance of LOS standards. The Five-Year Schedule of**
6 **Capital Improvements is attached herein to this Plan as Exhibit R.**

7
8 **POLICIES**

9
10 **CIE 1.2.1 Project Prioritization.** Escambia County ~~shall~~will evaluate and rank
11 capital improvement projects in the Five-Year Schedule of Capital Improvements
12 by using the following criteria to prioritize:

- 13
14 a. The elimination of future public hazards to preserve the health,
15 safety, and welfare of the public;
16 b. The elimination of any existing capacity or LOS deficits;
17 c. The impact on the annual operating budget and Capital
18 Improvements Program (CIP) of Escambia County;
19 d. Locational needs based on projected growth patterns;
20 e. The accommodation of new development and redevelopment
21 facility demands; and
22 f. ~~Financial feasibility~~
23 g. Plans of the NFWFMD, Escambia County School Board,
24 FDOT, and other state agencies or entities that provide public
25 facilities within the jurisdiction of Escambia County.
26

27 **CIE 1.2.2 Funding Prioritization.** Escambia County ~~shall~~will prioritize funding
28 for capital improvements in a manner that generally assigns first priority to the
29 renewal and replacement of obsolete or worn-out facilities, assigns second
30 priority to correcting existing deficiencies in public facilities, and assigns third
31 priority to facilities necessary to accommodate desired future growth. Nothing in
32 this policy ~~shall~~will preclude Escambia County from increasing or rearranging
33 the priority of any particular capital improvement project so that cost savings may
34 be realized or LOS standards may be met.
35

36 ~~**CIE 1.2.3 Facility Rehabilitation Preference.** Escambia County shall promote~~
37 ~~rehabilitation and re-use of existing governmental facilities, structures, and~~
38 ~~buildings as the preferred alternative to new construction.~~
39

40 **CIE 1.2.34 CHHA Expenditure Limits.** Escambia County ~~shall~~will limit public
41 expenditures in the CHHA, except for the provision or support of recreation uses
42 such as parks and walkovers, erosion control devices, increased public access,
43 and the correction of existing deficiencies.
44

45 **CIE 1.2.45 Incorporation of School Board's 5-Year District Facilities Work**
46 **Plan.** The County hereby incorporates by reference the Escambia County School
47 District ~~2009-2010 through 2013-2014~~ current Work Plan for the 5-Year District

Facilities Work Program approved by the School Board of Escambia County. effective ~~December 2009~~. The Work Plan includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities in consultation with the School Board's projections of student enrollment, based on the adopted level of service standards for public schools.

OBJ CIE 1.3 Fiscal Policies

Establish fiscal policies to direct the use of public and private funding sources to implement the Goals, Objectives, and Policies of the Comprehensive Plan., and provide a financially feasible Schedule of Capital Improvements.

POLICIES

~~CIE 1.3.1 Fiscal Resource Objectives.~~ The fiscal resources of Escambia County shall be used, to the extent necessary, to maintain LOS standards and support the Five-Year Schedule of Capital Improvements.

~~CIE 1.3.2 Funding Resources.~~ Escambia County shall use a combination of public resources to fund capital improvements, including state and federal grants, below market interest rate state loans, user fees, connection charges, a combination of long term and short term financing vehicles, accumulated surpluses, and the use of revenues set aside specifically for capital projects (pay as you go and Proportionate Fair Share Agreement revenues).

~~CIE 1.3.3 General Obligation Debt.~~ General obligation debt shall be used sparingly. General obligation debt, if determined necessary during the planning period, shall be established consistent with rating agency standards and guidelines.

~~CIE 1.3.4 Enterprise Fund Debt.~~ Enterprise fund debt shall be, in part, managed through a ratio of net system revenue and other pledged funds to annual debt service. Also, this principle of coverage shall be used in the management of debt for other projects that are supported by user fees or shared revenues. The maximum ratio of total debt service to total revenue shall not exceed 25 percent and the limitation of revenue bonds as a percentage of total debt shall not exceed 80 percent.

~~CIE 1.3.5 Municipal Service Taxing Units.~~ Escambia County shall encourage and assist neighborhoods in the adoption of Municipal Service Taxing Units (MSTU) or Municipal Service Benefit Units (MSBU) as a revenue source. Once established and approved by the Board of County Commissioners (BCC), a MSTU or MSBU shall be considered a committed funding source.

~~CIE 1.3.6 Developer Cost Sharing.~~ New development shall bear a proportionate share of the cost, if the development creates a deficiency of the adopted LOS, of

1 providing new or expanded public facilities and infrastructure required to maintain
2 adopted LOS Standards through Escambia County's site-related development
3 dedications, and developer contributions. This policy shall be implemented
4 through the County's permitting and inspection process.

5
6 ~~CIE 1.3.7 Acceptable Private Funding.~~ Escambia County shall rely on private
7 contributions as a committed funding source within the Five-Year Schedule of
8 Capital Improvements only when the obligation to fund a specific capital
9 improvement is addressed in an enforceable development agreement or
10 development order. The County shall not be responsible for funding capital
11 improvements that are the obligation of the developer. If the developer fails to
12 meet any capital improvement commitment that is programmed in the Five-Year
13 Schedule of Capital Improvements, a plan amendment to delete the capital
14 improvement from the Schedule shall be required.

15
16 ~~CIE 1.3.8 Capital Improvements Schedule.~~ The Five-Year Schedule of Capital
17 Improvements shall be financially feasible, consisting of committed and planned
18 funding sources. The Schedule shall be balanced so that total expenditures do
19 not exceed total revenues for the planning period.

20 21 **OBJ CIE 1.4 Annual Review**

22
23 **Review the Capital Improvements Element each year, amending as**
24 **necessary, and submit to the state land planning agency for compliance**
25 **review.**

26 27 **POLICIES**

28
29 ~~CIE 1.4.1 Implementation Status Report.~~ By April 1 of each year, the
30 Comprehensive Plan Implementation Committee shall report to the Local
31 Planning Agency (LPA) on the status of capital project implementation activities
32 as well as LOS conditions within the County.

33
34 ~~CIE 1.4.2 LPA Implementation Review.~~ By June 1 of each year, the Escambia
35 County LPA shall report to the BCC its evaluation of the implementation of the
36 Capital Improvements Element and the Comprehensive Plan during the previous
37 fiscal year. The report shall contain recommendations to maintain LOS standards
38 and any adjustments necessary to the Capital Improvements Element and/or the
39 County's annual capital improvement program.

40
41 ~~CIE 1.4.13 BCC Implementation Review.~~ The BCC shall will consider the report
42 of the LPA upon receipt and during its deliberations on the annual budget and
43 CIP. Any adjustments made to the Capital Improvements Element or the CIP
44 shall will include consideration of the maintenance of LOS standards.

45
46 ~~CIE 1.4.4 LOS Project Schedule Modification.~~ A plan amendment shall be
47 required to eliminate, defer, or delay the scheduled date of construction of any

1 capital project listed in the County's Five-Year Schedule of Capital
2 Improvements, which is needed to maintain the adopted LOS standard.

3
4 ~~CIE 1.4.5 Capital Improvements Adoption.~~ Adoption of the Capital
5 Improvements Element may occur at a single public hearing outside of the two-
6 regular Comprehensive Plan Amendment cycles established by the County. The
7 Capital Improvements Element adoption ordinance shall be submitted to the
8 state land planning agency no later than December 1 of each year.

9
10 CIE 1.4.26 **Capital Improvements Amendment.** Amendments to the Capital
11 Improvements Element that support the amendment of another Element ~~shall~~will
12 be submitted to the state land planning agency during a regular Comprehensive
13 Plan Amendment cycle. If the Escambia County annual budget is adjusted
14 outside of the regular cycle, the Capital Improvements Element may be amended
15 and adopted again, provided that the adoption ordinance is submitted to the
16 State Land Planning Agency no later than December 1.

17
18 ~~CIE 1.4.7 De minimis Roadway Impact Monitoring.~~ Escambia County shall
19 implement a methodology to monitor and track approved de minimis impacts on
20 the roadway network within its jurisdiction. All de minimis impacts (an impact that
21 would not affect more than one percent of the maximum volume at the adopted
22 LOS of the affected transportation facility) shall be compiled into an annual report
23 and submitted to the state land planning agency with the annual Capital
24 Improvements Element update.

Chapter 16 Public Schools Facilities Element

The intent of this chapter is to provide guiding policies through which the local governments can effectively manage growth and meet public school needs. The element is required to establish a school concurrency management system through which the local governments can ensure public school capacity is available concurrent with development. The school concurrency management system will allow for a greater communication and understanding between Escambia County, the City of Pensacola, the Town of Century, and the School Board of Escambia County when concentrating on public school capacity issues.

The PSFE is also intended to increase coordination between the School Board and local governments on issues such as land use planning, the school siting process, and school facility expansion.

This chapter establishes a framework for the planning of public schools pursuant to Section 163.3177(12), Florida Statutes. The law requires that local governments adopt a public school facilities element as a part of their comprehensive plans. The 2005 Legislature mandated that the availability of public schools be made a prerequisite for the approval of residential construction and directed a closer integration of planning for school capacity with comprehensive planning.

The following sections present the guidelines by which the School Board evaluates school facilities; an inventory of existing facilities and planned future facilities; an evaluation of the school system based on these guidelines and determination of need; an analysis of funding; an analysis of coordination between school planning and local land use planning.

In addition, the Public School Facilities Element Data & Analysis prepared for the Escambia County School District supports the required implementation of school concurrency in Escambia County. The Data & Analysis evaluates the school system and its relationship to development and growth from both a countywide perspective and a closer look at schools within established Concurrency Service Areas (CSAs). A CSA is defined in Policy PSF 2.2.1. The findings and conclusions of the data and analysis support the goals, objectives and policies of the element including the establishment of level of service standards and the delineation of CSAs.

GOAL PSF 1 COORDINATE WITH THE SCHOOL BOARD OF ESCAMBIA COUNTY

Coordinate with the School Board of Escambia County (herein "School Board") to ensure high quality public school facilities that are consistent with the Comprehensive Plan and serve to enhance communities. The joint procedures referenced in Policy ICE 1.3.1 state that coordination between the county and the school board is pursuant to the Public School Facility

~~Planning Interlocal Agreement and shall state the obligations of the county under the agreement. Section 163.3177(6)(h)(4), Florida Statutes.~~

~~OBJ PSF 1.1 Schools as Community Focal Points~~

~~Enhance communities and encourage school facilities to serve as community focal points through effective school facility design and siting standards. The location will be coordinated with the future land use map.~~

~~POLICIES~~

~~PSF 1.1.1 **School Location.** New schools shall be located proximate to the student population they are intended to serve. For the purpose of determining eligibility for transportation, a reasonable walking distance for students to school is one (1) mile for elementary, one and one-half (1-1/2) miles for middle, two (2) miles for high schools; and to a school bus stop, is one-half (1/2) mile for elementary and one (1) mile for middle and high schools. Such mileage shall be measured by the nearest traveled route over which a pedestrian can walk to the nearest entrance to the school or the nearest school bus stop. The distance (permanent residence to school) may be measured by an automobile having an odometer that has been certified for accuracy. Students whose permanent residence is equal to or greater than these distances from the nearest appropriate school or school bus stop, or students who are handicapped, are eligible for transportation. (School Board Policy 6.02 Eligibility for Transportation).~~

~~PSF 1.1.2 **Shared-use and Co-location of School Sites.** Coordinate with the School Board to permit the shared-use and co-location of school sites and County facilities with similar facility needs as described in the Interlocal Agreement for Public School Facility Planning dated April 30th, 2009 (herein "Interlocal Agreement"). The County will identify opportunities for collocation and shared use facilities when preparing updates to the Schedule of Capital Improvements and when planning and designing new community facilities.~~

~~PSF 1.1.3 **Emergency Shelters.** Escambia County will coordinate with the School Board on emergency preparedness issues, including the use of public schools as emergency shelters as required by Section 163.3177(12)(g)(8), Florida Statutes. The School Board will fulfill the building code requirements of Section 1013.372, Florida Statutes, that appropriate new educational facilities can serve as public shelters for emergency management purposes.~~

~~PSF 1.1.4 **School Design.** The School Board will design and ensure performance standards for new school facilities according to the "Design Guidelines and Technical Specifications 2006" Florida Department of Education State Requirements for Educational Facilities (SREF).~~

~~OBJ PSF 1.2 Future Land Use and School Siting~~

~~Consistent with Section 163.3177, Florida Statutes, the County will include~~

~~sufficient allowable land use designations for schools proximate to residential development to meet the projected need for schools.~~

POLICIES

~~PSF 1.2.1 Future Land Use Categories.~~ Consistent with the Escambia County Future Land Use Element, public schools shall be an allowable use in all land use categories, except for Industrial, Mixed-Use Perdido Key, and Recreation and Conservation. The Land Development Code may include siting standards for schools, consistent with the Comprehensive Plan. Escambia County will consider the provisions of Section 1013.33(13), Florida Statutes.

~~PSF 1.2.2 Flood Zones & Coastal High Hazard Area.~~ New schools shall not be allowed within a velocity flood zone or in a coastal high hazard area as delineated by Escambia County.

OBJ PSF 1.3 School Facility Siting and Consistency with the Comprehensive Plan

~~Ensure that the planning, construction, and opening of educational facilities are coordinated in time and place, concurrent with necessary services and infrastructure, and consistent with the Comprehensive Plan.~~

POLICIES

~~PSF 1.3.1 Consistency with Comprehensive Plan.~~ Escambia County will coordinate with the School Board by giving an informal assessment regarding the consistency of potential new school sites, and significant expansions or potential closures of existing schools, with the Comprehensive Plan, as described in the Interlocal Agreement. The informal assessment reviews, as applicable, the following: environmental suitability, transportation and pedestrian access, availability of infrastructure services, safety concerns, land use compatibility, consistency with community vision and other relevant issues.

~~PSF 1.3.2 Review of School Sites.~~ Escambia County shall review potential new school sites, and significant expansions or potential closures of existing schools, for consistency with the following criteria:

- ~~a. That school sites are compatible with present and projected uses of adjacent property.~~
- ~~b. The locations of proposed new elementary schools are proximate to the student population they are intended to serve.~~
- ~~c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.~~
- ~~d. Existing or planned adequate public facilities are available to support the school.~~
- ~~e. Safe access to and from the school site is available for~~

1 ~~pedestrians and vehicles.~~
2 ~~f. The site is well drained and the soils are suitable for development~~
3 ~~or are adaptable for development and outdoor educational~~
4 ~~purposes with drainage improvements.~~
5 ~~g. The proposed school location is not within a velocity flood zone~~
6 ~~or floodway, as delineated in the Comprehensive Plan.~~
7 ~~h. The site is not in conflict with Escambia County stormwater~~
8 ~~management plans or watershed management plans;~~
9 ~~i. The proposed site can accommodate required parking,~~
10 ~~circulation, and queuing of vehicles.~~
11 ~~j. The proposed location lies outside the area regulated by Section~~
12 ~~333.03, Florida Statutes, regarding the construction of public~~
13 ~~educational facilities in the vicinity of an airport.~~

14
15 Escambia County shall also consider the following in its review:

16
17 ~~a. Site acquisition and development costs;~~
18 ~~b. Whether existing schools can be expanded or renovated to~~
19 ~~support community redevelopment and revitalization;~~
20 ~~c. Efficient use of existing infrastructure;~~
21 ~~d. Discouragement of urban sprawl;~~
22 ~~e. Environmental constraints that would either preclude or render~~
23 ~~cost infeasible the development or significant renovation of a public~~
24 ~~school on a site; and~~
25 ~~f. Adverse impacts to archaeological or historic sites.~~

26
27 **~~PSF 1.3.3 School Expansion into Unincorporated Portion of County.~~** When a
28 ~~new school or significant expansion to an existing school is proposed within~~
29 ~~unincorporated Escambia County, the County shall review the proposed~~
30 ~~development according to the terms of the Interlocal Agreement for Site Plan~~
31 ~~Review Requirements for School Board Projects.~~

32 33 **~~OBJ PSF 1.4 Pedestrian Access to Schools~~**

34
35 **~~Improve safe student access to school facilities, and reduce hazardous~~**
36 **~~walking conditions, in coordination with the School Board and consistent~~**
37 **~~with the Florida Safe Ways to School Program.~~**

38 **POLICIES**

39
40 **~~PSF 1.4.1 Bicycle and Pedestrian Access.~~** All public schools shall provide
41 ~~bicycle and pedestrian access consistent with Florida Statutes. Parking at public~~
42 ~~schools will be provided consistent with Escambia County's Land Development~~
43 ~~Code (LDC) requirements.~~

44
45 **~~PSF 1.4.2 Sidewalk Master Plan.~~** Upon completion of the County's sidewalk
46 ~~inventory, the County will create a sidewalk master plan to comprehensively~~
47 ~~address bicycle and pedestrian needs. The plan will include a focus on bicycle~~

1 and pedestrian needs relating to school facilities.

2
3 ~~PSF 1.4.3 **Sidewalk/Pedestrian Improvements.** To ensure continuous~~
4 ~~pedestrian access to public schools, priority for County sidewalk/pedestrian~~
5 ~~improvements will be given to cases of hazardous walking conditions pursuant to~~
6 ~~Section 1006.23, Florida Statutes, and specific provisions for constructing such~~
7 ~~facilities will be included in the schedule of capital improvements adopted each~~
8 ~~fiscal year.~~

9
10 ~~PSF 1.4.4 **New Development Adjacent to School Property.** New~~
11 ~~developments adjacent to existing or planned school sites shall be required to~~
12 ~~provide a right-of-way and an access path for pedestrian travel.~~

13
14 ~~PSF 1.4.5 **Sidewalk Requirements for Residential Development near**~~
15 ~~**Schools.** New residential developments within 2 miles of an existing or planned~~
16 ~~school, as measured by the nearest traveled route over which a pedestrian can~~
17 ~~walk to the nearest entrance to the school measured by an automobile having an~~
18 ~~odometer that has been certified for accuracy, shall be required to provide~~
19 ~~sidewalks along all roads interior to the subdivision. In addition, sidewalks shall~~
20 ~~be placed along all collector, arterial, and local roads abutting the subdivision to~~
21 ~~the subdivision property line, where it has been determined that the most direct~~
22 ~~route from the subdivision to the school is along those roadways. The location,~~
23 ~~width and other details of the sidewalks shall be as set forth in the LDC.~~

24
25 ~~PSF 1.4.6 **Sidewalks for Commercial Development near Schools.** New~~
26 ~~commercial developments within 2 miles of an existing or planned school, as~~
27 ~~measured by the nearest traveled route over which a pedestrian can walk to the~~
28 ~~nearest entrance to the school measured by an automobile having an odometer~~
29 ~~that has been certified for accuracy, are encouraged to provide sidewalks along~~
30 ~~their street frontage. The location, width and other details of the sidewalks shall~~
31 ~~be as set forth in the LDC.~~

32
33 ~~PSF 1.4.7 **Coordination with FL-AL TPO.** Coordinate with the FL-AL TPO to~~
34 ~~ensure funding for safe access to schools including participation in the Bicycle~~
35 ~~Pedestrian Advisory Committee and the Community Traffic Safety Team.~~

36 ~~**OBJ PSF 1.5 Coordinate Future Land Use Map Amendments to Maintain**~~
37 ~~**School Capacity**~~

38
39 ~~**It is the objective of Escambia County to coordinate petitions for future**~~
40 ~~**land use changes to maintain adequate school capacity to meet future**~~
41 ~~**growth needs. This objective will be accomplished recognizing the School**~~
42 ~~**Board's statutory and constitutional responsibility to provide a uniform**~~
43 ~~**system of free and adequate public schools, and the County's authority for**~~
44 ~~**land use, including the authority to approve or deny petitions for**~~
45 ~~**comprehensive plan amendments, re-zonings or final plat and site plans**~~
46 ~~**that generate students and impact the Escambia County school system.**~~

47 ~~**POLICIES**~~

1 ~~PSF 1.5.1 **School Board Review and Input.** As per Section 7.6 of the Interlocal~~
2 ~~Agreement, Escambia County shall take the School Board comments and~~
3 ~~findings on the availability of adequate school capacity into consideration when~~
4 ~~reviewing comprehensive plan amendments and other land use decisions.~~

5
6 ~~PSF 1.5.2 **Determining Impact of Future Land Use Changes.** The School~~
7 ~~Board shall use the adopted student generation rates to estimate the potential~~
8 ~~impact of a proposed future land use change on available school capacity. When~~
9 ~~such analysis projects a potential deficiency, the School Board shall include in its~~
10 ~~comments how it will propose to meet the projected demand. The County will~~
11 ~~take these comments into consideration per Policy PSF 1.5.1 prior to approving~~
12 ~~or denying any future land use change.~~

13
14 ~~**OBJ PSF 1.6 Address Corrections to Existing School Facilities Deficiencies**~~
15 ~~**and Facilities Needed to Meet Future Needs**~~

16
17 ~~**The Escambia County School Board shall make reasonable attempts to**~~
18 ~~**address existing school facility deficiencies and make attempts to meet**~~
19 ~~**and plan for existing and future needs.**~~

20
21 **POLICIES**

22
23 ~~PSF 1.6.1 **Coordination with School District Capital Projects Planning.** The~~
24 ~~School Board shall make every effort to ensure that capital projects designed to~~
25 ~~address capacity/Level of Service (LOS) deficiencies are shared with Escambia~~
26 ~~County Planning Staff via periodic Tentative District Educational Facilities Plan~~
27 ~~reviews as set forth in Interlocal Agreement Subsection 3.1.~~

28
29 ~~PSF 1.6.2 **Working Group Coordination with School District.** The staff~~
30 ~~working group established in Interlocal Agreement Subsection 1.1 will assist the~~
31 ~~School Board in an advisory capacity in the preparation of all updates to the~~
32 ~~Educational Plant Survey. The staff working group will evaluate and make~~
33 ~~recommendations regarding the location and need for new, significant renovation~~
34 ~~or expansion, and closures of educational facilities, and the consistency of such~~
35 ~~plans with the local government comprehensive plan and relevant issues listed in~~
36 ~~subsections 5.3, 7.6, 7.7, and 8.1 of the Interlocal Agreement.~~

37
38 ~~PSF 1.6.3 **Address Access to Capital Improvements Elements.** The County is~~
39 ~~required to implement the adoption of annual plan amendments adding a new~~
40 ~~fifth year, updating the financially feasible public schools capital facilities~~
41 ~~program, coordinating the program with the 5-year district facilities work plan, the~~
42 ~~plans for other local governments, and, as necessary, updates to the~~
43 ~~concurrency service area map. The annual plan amendments shall ensure that~~
44 ~~the capital improvements program continues to be financially feasible and that~~
45 ~~the level of service standards will continue to be achieved and maintained.~~
46 ~~(Section 163.3177(12)(g)1, Florida Statutes.~~

**GOAL PSF 2 SCHOOL BOARD TO COORDINATE WITH ESCAMBIA-
COUNTY**

~~The School Board will coordinate with the County to assure the future availability of public school facilities to serve new development will be consistent with the adopted level of service standards. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the County's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the County's school system.~~

OBJ PSF 2.1 Level of Service Standards

~~Coordinate with the School Board to ensure that the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards within the period covered by the 5-year schedule of capital improvements, and the long range planning period. The adopted LOS standards shall be achieved by the conclusion of the first 5-year schedule of capital improvements and the LOS standards shall be maintained each subsequent year. These standards shall be consistent with the Interlocal Agreement agreed upon by the School Board, the County, and the local municipalities.~~

POLICIES

~~PSF 2.1.1 **Consistency.** The LOS standards set forth herein shall be applied consistently by all local governments within Escambia County and by the School Board to all schools of the same type.~~

~~PSF 2.1.2 **Level of Service Standards.** Consistent with the Interlocal Agreement, the County and School Board agree to the following level of service standards for school concurrency in Escambia County, based on Florida Inventory of School Houses (FISH) permanent capacity and maximum school size by type. In calculating achievement of LOS, modular capacity is considered permanent FISH capacity and relocatables/portables are not considered permanent FISH capacity. Permanent FISH capacity includes permanent buildings and Modular Capacity for modular buildings that are Type II Non-combustible and have a 40 year life span. School enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.~~

TYPE OF SCHOOL	LEVEL-OF-SERVICE STANDARD
----------------	---------------------------

Existing or New Schools	100% of permanent FISH capacity
Centers (Special Purpose)	100% of permanent FISH capacity or the level of service based on the student/teacher ratios

dictated by specific programs, whichever is lowest.

PSF 2.1.3 Amending Level of Service Standards. Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting referenced in Policy ICE 1.3.6. If there is consensus to amend any level of service, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the County, City and Town's comprehensive plans. The amended LOS shall not be effective until all plan amendments are effective and the amended Interlocal Agreement is fully executed.

PSF 2.1.4 Financial Feasibility of LOS. No LOS standard shall be amended without a showing that the amended LOS standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained through the five-year schedule for capital improvements.

OBJ PSF 2.2 School Concurrency Service Areas

The School Board shall establish School Concurrency Service Areas as the areas within which an evaluation is made to determine if adequate school capacity exists based on the adopted level of service standards. Concurrency service areas shall be designed so that the adopted level of service will be achieved within the period covered by the first five years of the five-year schedule of capital improvements. After the first five-year schedule of capital improvements, the level of service must be maintained within each year of subsequent five-year schedules of capital improvements.

POLICIES

PSF 2.2.1 Concurrency Service Areas. The Concurrency Service Area (CSA) is the area within which capacity determinations are made as part of the concurrency management system. The PSFE establishes the CSAs as the entire school district by service level, elementary, middle, and high school (district-wide). District-wide: Elementary grades k—5, District-wide: Middle grades 6—8, and District-wide: High grades 9—12. For special purpose centers, charter schools, and magnet schools the concurrency service area shall also be district-wide.

PSF 2.2.2 Maximize Capacity Utilization. Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, achieving socio-economic, racial and cultural diversity objectives, and other relevant factors as related to the School Board's policy on maximization of capacity.

PSF 2.2.3 Amending Concurrency Service Areas. Potential amendments to the concurrency service areas shall be considered annually at the staff working

group meeting referenced in Policy ICE 1.3.4. If there is consensus to amend the concurrency service areas to establish boundaries other than those stipulated above, it shall be accomplished by a written execution of an amendment to the Interlocal Agreement by all parties and by the amendment to the County, City and Town's comprehensive plans. The amended concurrency service areas shall not be effective until the amended Interlocal Agreement is fully executed and comprehensive plan amendments are in effect. Amendments to the concurrency service areas that keep the CSAs District-wide by service level shall be agreed-upon by all parties and shall not require comprehensive plan amendments.

OBJ PSF 2.3 Student Generation Rates

~~The School Board will work with Escambia County, City of Pensacola, and Town of Century to establish student generation rates that will be used to determine the impact of development on public school facilities.~~

POLICIES

~~PSF 2.3.1 **Student Generation Rates.** Consistent with the Interlocal Agreement, the School Board staff, working with the County staff and municipal staffs, will develop and apply student generation multipliers for residential developments by dwelling unit type (single family or multi-family) for each school type (elementary, middle, K-8, high, or center), considering past trends in student enrollment in order to project future public school enrollment.~~

~~PSF 2.3.2 **Calculating Student Generation Rates.** The student generation rates shall be calculated by the School Board and the County, in accordance with professionally accepted methodologies. The student generation rates shall be determined annually, with input from the staff working group.~~

OBJ PSF 2.4 Process for School Concurrency Implementation

~~Establish a joint process for implementation of school concurrency, in coordination with the School Board, which includes applicability, capacity determination, and availability standards. Manage the timing of residential subdivision and site plan approvals to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.~~

POLICIES

~~PSF 2.4.1 **Applicability Standards.** School concurrency implementation applies to residential development or a phase of residential development requiring an approval of subdivision plat, site plan, or its functional equivalent, proposed or established. Prior to the adoption of the land development regulations, Escambia County shall use the comprehensive plan policies as the development regulations as set forth in Interlocal Agreement Subsection 4.3.~~

1 **PSF 2.4.2 Exempted Development.** The following residential development shall
2 be considered exempt from the school concurrency requirements:

3
4 a. Single family lots of record; master plans that have received final
5 subdivision plat approval prior to June 24, 2009, the effective date
6 of the PSFE; and single family subdivision plats actively being
7 reviewed or that have received preliminary plat approval at the time
8 of adoption of the PSFE, April 30, 2009.

9 b. Residential developments that have received final site plan
10 approval prior to June 24, 2009, the effective date of the PSFE, or
11 residential site plans actively being reviewed at the time of adoption
12 of the PSFE, April 30, 2009.

13 c. Amendments to residential site plans or subdivisions that were
14 previously approved prior to June 24, 2009, the effective date of the
15 PSFE, and that do not increase the number of students generated
16 by the development based on the adopted student generation
17 rates.

18 d. Age restricted developments that are subject to deed restrictions
19 prohibiting the permanent occupancy of a resident under the age of
20 fifty-five (55). Such deed restrictions must be recorded and must be
21 irrevocable for a period of at least thirty (30) years.

22 e. Group quarters that do not generate students, including facilities
23 such as local jails, prisons, hospitals, bed and breakfast, motels
24 and hotels, temporary emergency shelters for the homeless, adult
25 halfway houses, firehouse dorms, college dorms exclusive of
26 married student housing, and religious non-youth facilities.

27
28 **PSF 2.4.3 Capacity Determination Standards.** Escambia County shall adopt
29 LDC provisions to establish the application procedure and process for evaluating
30 school capacity and making concurrency determinations consistent with the
31 Interlocal Agreement. The School Board shall be responsible for conducting
32 concurrency reviews. The School Board may choose to provide an informal
33 assessment of school concurrency at the time of preapplication. The test of
34 concurrency shall be at preliminary plat, site plan, or functional equivalent
35 approval.

36
37 **PSF 2.4.4 School Board Findings.** The School Board's findings and
38 recommendations shall address whether adequate capacity exists for each
39 affected concurrency service area, based on the level of service standards. If
40 adequate capacity does not exist, the School Board findings shall address
41 whether appropriate mitigation can be accepted. If mitigation can be accepted,
42 the School Board's findings shall identify the accepted form of mitigation that is
43 consistent with the policies set forth herein.

44
45 **PSF 2.4.5 Determination of Insufficient Capacity.** For the review process, the
46 School Board shall use the first three years of the Five-Year Work Facilities
47 Program for determinations. Any relevant programmed improvements in years

1 four or five of the five-year schedule of improvements shall not be considered
2 available capacity for the project unless funding for the improvement is assured
3 through School Board funding to accelerate the project, through proportionate fair
4 share mitigation, or some other means of assuring adequate capacity will be
5 available within the first three years. The School Board may choose to use
6 relocatable classrooms to provide temporary capacity while funded schools or
7 school expansions are being constructed. In the event that the School Board
8 finds that there is not sufficient capacity in the affected concurrency service
9 area(s) to address the impacts of a proposed development, the following
10 standards shall apply:

- 11
- 12 a. The project must provide capacity enhancement sufficient to
 - 13 meet its impacts through proportionate share mitigation; or
 - 14 b. Approval of the site plan or final plat (or functional equivalent)
 - 15 must be delayed to a date when the capacity enhancement
 - 16 necessary to maintain level of service can be assured; or
 - 17 c. A condition of approval of the site plan or preliminary plat (or
 - 18 functional equivalent) shall be that the project's development order
 - 19 and/or building permits shall be delayed to a date when the
 - 20 capacity enhancement necessary to maintain level of service can
 - 21 be assured."
- 22

23 **PSF 2.4.6 Availability Standard.** Where capacity will not be available to serve
24 students generated by a residential development the County shall use the lack of
25 school capacity as a basis for denial of petitions for final plats, site plans or
26 functional equivalents. However, the County shall not deny a petition for a final
27 plat, site plan, or functional equivalent due to a failure to achieve and maintain
28 the adopted level of service for public school capacity where:

- 29
- 30 a. Adequate school facilities will be in place or under actual
 - 31 construction within three years after the issuance of the final plat or
 - 32 site plan or functional equivalent; or
 - 33 b. The developer executes a legally binding commitment with the
 - 34 School Board to provide mitigation proportionate to the demand for
 - 35 public school facilities to be created by the actual development of
 - 36 the property subject to the final plat or site plan (or functional
 - 37 equivalent) as provided in the Interlocal Agreement."
- 38

39 **OBJ PSF 2.5 Proportionate Share Mitigation**

40

41 **Coordinate with the School Board to provide proportionate share**
42 **mitigation alternatives that are financially feasible and will achieve and**
43 **maintain the adopted level of service standard consistent with the School**
44 **Board's adopted financially feasible Five-Year Facilities Work Program.**

45

46 **POLICIES**

47

1 **PSF 2.5.1 Acceptable Mitigation.** The School Board shall allow mitigation for
2 developments that would otherwise cause the LOS standards to be exceeded.
3 Mitigation options shall include the following: contribution of, or payment for,
4 acquisition of new or expanded school sites; construction or expansion of
5 permanent school facilities; mitigation banking, the creation of mitigation banking
6 based on the construction of a public school facility in exchange for the right to
7 sell excess capacity credits within the same concurrency service area; and
8 charter schools, provided they are constructed to SREF standards, so that they
9 can be relied on over the longer term as public school capacity, designed to
10 whatever minimum size and specifications established by the School Board to
11 ensure that if the School Board is required, it can efficiently operate the school,
12 or such mitigation options acceptable to all parties.

13
14 **PSF 2.5.2 CIP and Proposed Mitigation.** Proposed mitigation must be directed
15 toward a permanent capacity improvement identified in the School Board's
16 financially feasible Five-Year Facilities Work Program. However, the School
17 Board may accept mitigation in the form of an improvement not identified on the
18 Five-Year Facilities Work Program and commit to add the needed improvement
19 to the Five-Year Facilities Work Program. The School Board must find that any
20 proposed mitigation will satisfy the demands created by the proposed
21 development consistent with the adopted level of service standards, and the
22 mitigation shall be assured by a legally binding development agreement between
23 the School Board, the County, and the applicant executed prior to the issuance of
24 the final plat, site plan or functional equivalent.

25
26 **PSF 2.5.3 Shifting Impacts.** The School Board shall evaluate how the impacts
27 of a development shall be shifted. Measures to maximize capacity, including
28 modifications to concurrency service areas in lieu of shifting development
29 impacts, can be considered.

30
31 **PSF 2.5.4 Relocatable Classrooms.** Relocatable classrooms will not be
32 accepted as mitigation. Modular classrooms are not considered relocatable for
33 purposes of acceptable mitigation.

34
35 **PSF 2.5.5 Calculation Proportionate Share Mitigation.** The applicant's total
36 proportionate share mitigation obligation to resolve a capacity deficiency shall be
37 based on the following formula for each school level: multiply the number of new
38 student stations required to serve the new development by the average cost per
39 student station, as determined by the Department of Education's most current
40 cost per student station applicable to Escambia County plus land costs. The
41 average cost per student station shall include school facility development costs
42 and land costs. The applicant's proportionate share mitigation obligation will be
43 credited toward any other impact fee or exaction imposed by local ordinance for
44 the same need, on a dollar-for-dollar basis, at fair market value.

45
46 **PSF 2.5.6 School Facility Map.** Consistent with Section 163.3177(12)(h),
47 Florida Statutes, the Public School Facilities Element shall include future-

1 ~~conditions maps showing existing and, where practical, anticipated schools over~~
2 ~~the five-year and long-term planning periods. The maps of necessity may be~~
3 ~~general over the long-term planning period and do not prescribe a land use on a~~
4 ~~particular parcel of land. The Public Schools Facilities Element Maps are~~
5 ~~attached herein to this ordinance as Exhibit S.~~

6
7 ~~**PSF 2.5.7 Long Range Public School Facility Map.** The County is to address~~
8 ~~coordination of the long range public school facility map with the local~~
9 ~~government's comprehensive plan, including the Future Land Use Map. (Section~~
10 ~~163.3177(12)(g)9, Florida Statutes.~~

1 **Chapter 16**

2
3 **GOAL FLU 16 MID-WEST ESCAMBIA COUNTY OPTIONAL SECTOR PLAN**

4
5 **Escambia County shall utilize the Optional Sector Plan process to**
6 **encourage cohesive and sustainable development patterns within central**
7 **Escambia County, emphasizing urban form and the protection of regional**
8 **resources and facilities.**

9
10 **OBJ FLU 16.1 Conceptual Long-term Build-out Overlay**

11
12 **Adopt a conceptual long-term buildout overlay for the Mid-West Optional**
13 **Sector Plan area as authorized by the Florida Department of Community**
14 **Affairs.**

15
16 **POLICIES**

17
18 **FLU 16.1.1 The Long-Range Conceptual Framework Map, attached and**
19 **incorporated in this Plan as Exhibit D, identifies the location, type and extent of**
20 **land uses, regionally significant public facilities, and regionally significant natural**
21 **resources. This area shall be depicted on the Future Land Use Map as the**
22 **Optional Sector Plan (OSP) and be evaluated in future statutorily required**
23 **evaluation and appraisal review.**

24
25 **FLU 16.1.2 Development within the OSP area shall support and further the**
26 **following general principles:**

27
28 **Economic Development**

- 29 a. **Promote economic development and job creation**
30 b. **Promote the fiscally efficient use of land and infrastructure**
31 c. **Provide adequate retail and service opportunities to meet the needs of**
32 **the surrounding community**

33
34 **Transportation**

- 35 a. **Create a highly interconnected, multi-modal transportation system that**
36 **efficiently links housing to employment and retail opportunities**
37 b. **Develop a hierarchy of transportation corridors that would increase**
38 **mobility and accessibility within the OSP while respecting existing**
39 **residential development**
40 c. **Create an interconnected and accessible pedestrian and bicycle**
41 **network**
42 d. **Reduce vehicle trips (VT) and vehicle miles traveled (VMT)**
43 **through the use of compact, mixed-use and transit-oriented development**
44 **patterns**

1 Environment

- 2 a. Establish a “green infrastructure” network of interconnected
3 recreation areas and open space;
4 b. Identify, protect and when impacted by development restore key
5 ecosystems;
6 c. Identify, protect and when impacted by development restore wildlife
7 habitat and corridors;
8 d. Reduce greenhouse gas (GHG) emissions.

9
10 Community Design

- 11 a. Create a hierarchy of place;
12 b. Promote compact neighborhood design;
13 c. Create neighborhoods that would provide a broad range of housing
14 options varying in size, style, cost and type of ownership;
15 d. Provide neighborhood schools and parks within close proximity to
16 housing consistent with Chapter 16, Public Schools Facilities
17 Element;
18 e. Construct resource-efficient homes and businesses.

19
20 FLU 16.1.3 The total maximum development scenario of the Mid-West Escambia
21 County Optional Sector Plan shall be limited to 12,175,000 sq. ft. of non-
22 residential development and 23,000 residential dwelling units. Any future
23 amendments to this total shall result in a balanced jobs-to-housing ratio.

24
25 **OBJ FLU 16.2 Economic Development**

26
27 **Adopt development guidelines that implement the economic development**
28 **principles of the Optional Sector Plan area.**

29
30 **POLICIES**

31
32 FLU 16.2.1 The OSP shall contain two Regional Employment Districts. The
33 Northern Regional Employment District is intended to recognize and build upon
34 the County’s pre-existing investment in the Central Commerce Park. The
35 Southern Regional Employment District is intended to create an immediate
36 opportunity for significant economic development and job creation proximate to
37 Interstate 10 and existing population centers.

38
39 The location of these districts shall be generally consistent with the conceptual
40 long-term buildout overlay. The intent of these districts is to support economic
41 development and improve the jobs-to-housing balance in central Escambia
42 County. These districts are intended to contain predominantly industrial,
43 distribution and office uses. Development within the Regional Employment
44 Districts shall be consistent with the following standards:

Northern Regional Employment District

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>400 net acres*</u>
<u>Maximum FAR</u>	<u>.50</u>
<u>Maximum Gross Floor Area</u>	<u>2,500,000 sq. ft.</u>

**Net acres are to be defined as gross acreage less water bodies and wetlands.*

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential</u>	<u>0%</u>	<u>10%</u>
<u>Office</u>	<u>20%</u>	<u>60%</u>
<u>Commercial</u>	<u>0%</u>	<u>5%</u>
<u>Industrial</u>	<u>20%</u>	<u>60%</u>
<u>Recreation/Public</u>	<u>5%</u>	<u>No Maximum</u>

**Percentages apply to the Northern Regional Employment District as a whole and not by individual parcel.*

Southern Regional Employment District

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>1,600 net acres*</u>
<u>Maximum FAR</u>	<u>.50</u>
<u>Maximum Gross Floor Area</u>	<u>8,000,000 sq. ft.</u>

**Net acres are to be defined as gross acreage less water bodies and wetlands.*

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential</u>	<u>0%</u>	<u>10%</u>
<u>Office</u>	<u>20%</u>	<u>60%</u>
<u>Commercial</u>	<u>0%</u>	<u>5%</u>
<u>Industrial</u>	<u>20%</u>	<u>60%</u>
<u>Recreation/Public</u>	<u>5%</u>	<u>No Maximum</u>

**Percentages apply to the Southern Regional Employment District as a whole and not by individual parcel.*

FLU 16.2.2 In order to minimize public expenditures and maximize the efficient use of public infrastructure and services such as utilities and roads, development within the OSP shall be in the form of clustered, compact neighborhoods and centers.

OBJ FLU 16.3 Transportation

Adopt development guidelines that implement the transportation principles of the Optional Sector Plan area.

1 **POLICIES**

2
3 FLU 16.3.1 Transportation infrastructure within the OSP shall be designed as a
4 network of hierarchical local, collector and arterial roadways that form a
5 curvilinear grid pattern that respects the natural environment while providing a
6 high degree of interconnectivity.

7
8 FLU 16.3.2 Local and collector streets, sidewalks, bike lanes and multi-use paths
9 shall contribute to a system of fully-connected and attractive routes from
10 individual neighborhoods to neighborhood, village, town and employment
11 centers. Their design should encourage pedestrian and bicycle use by being
12 spatially defined by buildings, trees, and lighting; and by discouraging high speed
13 vehicular traffic.

14
15 FLU 16.3.3 Neighborhood, Village and Town Centers shall be transit-oriented and
16 designed to accommodate current and future transit systems.

17
18 FLU 16.3.4 Land uses adopted within the OSP shall result in an appropriate job
19 to housing balance that reduces overall Vehicle Miles Traveled (VMT) locating
20 residential uses within close proximity to jobs.

21
22 **OBJ FLU 16.4 Environment**

23
24 **Adopt development guidelines that implement the environmental principles**
25 **of the Optional Sector Plan area.**

26
27 **POLICIES**

28
29 FLU 16.4.1 “Green infrastructure” shall be defined as an interconnected network
30 of preservation areas, open space, parks, greenbelts and other natural areas that
31 support the function of natural systems, allow the natural management of
32 stormwater, support wildlife migration patterns, and promote community access
33 to recreational areas. Throughout the OSP these areas shall be constructed,
34 restored and maintained to the greatest extent possible.

35
36 FLU 16.4.2 Wherever possible, the natural terrain, drainage and vegetation of the
37 area shall be preserved.

38
39 FLU 16.4.3 Environmentally sensitive areas shall be preserved in a way that will
40 maintain their integrity as wildlife habitat consistent with the definition in Chapter
41 3, Definitions. The County shall require mandatory clustering on the upland areas
42 of properties that are impacted by environmentally sensitive areas; however, for
43 those properties that lack an adequate amount of uplands, limited development
44 in the OSP would be permitted if a taking would result.

45
46 FLU 16.4.4.Key wildlife corridors shall be identified and protected from the
47 impacts of development.

1 FLU 16.4.5 Measures shall be implemented to reduce Green House Gas (GHG)
2 emissions consistent with the intent of Chapter 2008-191, Laws of Florida. The
3 implementation of this policy shall include but not be limited to the following
4 measures:

- 5
- 6 a. Reduction of VMT by encouraging the design of compact,
7 walkable, mixed-use, transit-oriented neighborhoods.
- 8 b. Creation of a highly interconnected, multi-modal transportation that
9 incorporates facilities for current and future transit systems.
- 10 c. Promotion of alternative (non-fossil fuel) energy sources.
- 11

12 FLU 16.4.6 To ensure appropriate identification, protection and management of
13 regionally significant natural resources within the OSP, the following process is
14 established:

- 15
- 16 1. Regionally significant natural resources, including water bodies,
17 wetlands, listed species habitat, unique vegetative communities and
18 publicly owned lands acquired for conservation purposes, shall be
19 identified at the long-term master plan level utilizing publicly
20 available data. These resources shall be depicted on the long-term
21 master plan framework map as "Anticipated Conservation Areas."
22
- 23 2. At the Detailed Specific Area Plan (DSAP) level, Anticipated
24 Conservation Areas shall be subject to further study and
25 refinement. Methods such as photo-interpretation and
26 ground- truthing shall be utilized to verify and, where
27 appropriate, revise Anticipated Conservation Area
28 boundaries. These areas shall be depicted as Low Impact
29 Natural Resource Areas (LINRA) on the DSAP land use
30 map. LINRA designation is intended to identify areas of
31 regionally significant natural resources within the Mid-West
32 Escambia County Sector Plan. It is anticipated that these
33 areas will be subject to further delineation under the State of
34 Florida's Environmental Resource Permit (ERP) program
35 and may be regulated accordingly.
36
- 37 3. Land within a DSAP and located within areas designated as
38 LINRAs will be evaluated during the development review process
39 for environmental significance. Land uses, densities, and
40 intensities will be that of the underlying land use plan. However,
41 wetlands and other environmentally sensitive lands as defined in
42 Section 3.04 will be subject to the relevant requirements of
43 Conservation Policies 1.3.7, 1.3.8 and Conservation Objective 1.4.
44 Lands identified through the permitting process for preservation
45 shall be protected through the recordation of conservation
46 easements consistent with Florida Statutes.
47

OBJ FLU 16.5 Community Design

Adopt development guidelines that implement the community design principles of the Optional Sector Plan area.

POLICIES

FLU 16.5.1 The OSP shall contain mixed-use town, village and neighborhood centers. The location of these centers shall be generally consistent with the conceptual long-term build-out overlay. The intent of these centers is to provide recreation, retail, service, and employment opportunities within close proximity to residential neighborhoods. These centers and the surrounding neighborhoods shall be linked by interconnected, multi-modal transportation corridors containing pedestrian, bicycle, public transit and auto facilities, thereby encouraging alternative forms of travel and reducing both VT and VMT. Prior to site development a conceptual plan will be provided to the County to demonstrate these standards set forth below.

A. Town Center

The Town Center is intended to be the retail center of the OSP and capture a market area approximately 5 to 15 miles in size. The design of the Town Center is intended to be compact, mixed-use and similar in nature to traditional downtown cores. The Town Center shall be designed to accommodate approximately 500,000 to 1,000,000 sq. ft. of non- residential uses predominantly comprised of retail and office space. The Town Center shall contain significant residential opportunities. Residential uses shall be limited to multi-family units which may be located above ground floor office or retail uses. In addition, higher density single-family development may occur within ½ mile of the Town Center. Development within the Town Center shall be consistent with the following standards:

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>500 net acres*</u>
<u>Maximum FAR</u>	<u>1.0</u>
<u>Maximum Gross Floor Area</u>	<u>1,200,000 sq. ft.</u>
<u>Minimum Residential Density</u>	<u>10.0 du. ac.</u>

*Net acres are to be defined as gross acreage less water bodies and wetlands.

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential**</u>	<u>30%</u>	<u>50%</u>
<u>Office</u>	<u>20%</u>	<u>40%</u>
<u>Commercial</u>	<u>20%</u>	<u>40%</u>
<u>Industrial</u>	<u>Not Permitted</u>	
<u>Recreation/Public</u>	<u>15%</u>	<u>No Maximum</u>

*Percentages shall be applied to the Town Center as a

whole and not by individual parcel.

B. Village Centers

Village Centers are intended to be sub-area retail centers and capture a market area approximately ½ to 2 miles in size. The design of Village Centers shall be compact, mixed-use and similar in nature to traditional, small town main streets. Village Centers shall be designed to accommodate approximately 40,000 to 200,000 sq. ft. of non-residential uses predominantly comprised of retail and office space. In addition, Village Centers may contain centralized park and recreation, community and educational facilities. Development within the Village Centers shall be consistent with the following standards:

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>40 net acres*</u>
<u>Maximum FAR</u>	<u>.50</u>
<u>Maximum Gross Floor Area</u>	<u>200,000 sq. ft.</u>
<u>Minimum Residential Density</u>	<u>7.0 du. ac.</u>

*Net acres are to be defined as gross acreage less water bodies and wetlands

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential**</u>	<u>20%</u>	<u>40%</u>
<u>Office</u>	<u>10%</u>	<u>25%</u>
<u>Commercial</u>	<u>15%</u>	<u>30%</u>
<u>Industrial</u>	<u>Not Permitted</u>	
<u>Recreation/Public</u>	<u>10%</u>	<u>No Maximum</u>

*Percentages shall be applied to each Village Center as a whole and not by individual parcel.

**Residential uses shall be limited to multi-family and may be located above ground floor office or commercial.

C. Neighborhood Centers

Neighborhood Centers are intended to provide small, neighborhood serving retail and service opportunities with a market area approximately ¼ to 1 mile in size. The design of Neighborhood Centers shall be compact and pedestrian oriented. Neighborhood Centers shall be designed to accommodate approximately 1,000 to 15,000 sq. ft. of non-residential uses. In addition, Neighborhood Centers may contain centralized park and recreation, community and educational facilities. Neighborhood Centers shall be generally located as indicated on the Optional Sector Plan long-range conceptual framework map. Additional neighborhood centers may be considered where market data and analysis demonstrate the trade area will support an additional center. Development within the Neighborhood Centers shall be consistent with the following standards:

<u>Development Standards</u>	
<u>Maximum Size</u>	<u>5 net acres*</u>
<u>Maximum FAR</u>	<u>.25</u>
<u>Maximum Gross Floor Area</u>	<u>15,000 sq. ft.</u>
<u>Minimum Residential Density</u>	<u>5.0 du. ac.</u>

*Net acres are to be defined as gross acreage less water bodies and wetlands.

<u>Land Use Mix*</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Residential**</u>	<u>-</u>	<u>-</u>
<u>Office</u>	<u>0%</u>	<u>20%</u>
<u>Commercial</u>	<u>0%</u>	<u>35%</u>
<u>Industrial</u>	<u>Not Permitted</u>	
<u>Recreation/Public</u>	<u>20%</u>	<u>No Maximum</u>

*Percentages shall be applied to each Neighborhood Center as a whole and not by individual parcel. **Residential uses shall be limited to multi-family and must be located above ground floor office or commercial.

FLU 16.5.2 The OSP shall contain a mixture of residential neighborhoods that vary in regards to dwelling unit type and density. The location of these neighborhoods shall be generally consistent with the conceptual long-term build-out overlay. The intent of these neighborhoods is to provide a variety of housing options and within close proximity to schools and parks as well as retail, service, and employment opportunities. The location and design of new neighborhoods shall be such that they ensure the continued protection of natural resources and existing neighborhoods, promote a strong sense of community, and provide access to nearby recreational opportunities.

A. Traditional/Urban Neighborhoods

Traditional/Urban Neighborhoods are intended to be high density, compact communities adjacent to centralized retail and service opportunities. Traditional Urban Neighborhoods shall be designed in a manner that creates a strong sense of place through the layout of the streets, arrangements of open space, appearance of streetscapes and linkage of neighborhoods to supporting services. To allow the efficient use of land and infrastructure, increase walkability and support existing and future transit systems, Traditional/Urban Neighborhoods shall be located generally within ½ mile of Town, Village or Neighborhood centers and contain a variety of housing types ranging on average from 5 to 25 dwelling units per gross acre. Individual sites may have density greater than 25 units per gross acre provided the average density stays within the 5 to 25 dwelling units range.

B. New Suburban Neighborhoods

Residential development generally greater than ½ mile from Town, Village or

1 Neighborhood centers shall be in the form of New Suburban Neighborhoods.
2 These neighborhoods are intended to be medium density communities
3 comprised of a highly interconnected transportation system including
4 pedestrian, bicycle, and automobile networks. A variety of housing types
5 ranging from 3 to 10 dwelling units per gross acre shall be permitted.
6

7 **C. Conservation Neighborhoods**

8 Residential neighborhoods generally greater than 1/2 mile from Town, Village
9 or Neighborhood centers with a density less than 2.5 dwelling units per gross
10 acre shall only be permitted as Conservation Neighborhoods. Conservation
11 Neighborhoods are intended to replace typical suburban neighborhoods with
12 a more efficient and environmentally protective development pattern.
13 Conservation Neighborhoods shall be low density, clustered communities with
14 a distinct “edge” consisting of interconnected open space. This open space
15 shall serve to protect and preserve areas of significant natural resources and
16 wildlife habitat while offering passive recreational opportunities to residents.
17 Conservation Neighborhoods shall be required to preserve a minimum of 50%
18 open space. Open space shall be preserved in perpetuity through a
19 conservation easement.
20

21 FLU 16.5.3 Escambia County recognizes the number of pre-existing
22 neighborhoods within the OSP. These neighborhoods range from loosely
23 associated subdivisions of land to historical communities with a strong sense of
24 place. Through the Detailed Specific Area Plan (DSAP) process, residents of
25 existing neighborhoods will be asked to provide input regarding new development
26 within the OSP. In addition, existing neighborhoods will be provided the
27 opportunity to either redevelop or more strongly establish their existence through
28 the use of organizing elements such as signage and designation of a community
29 park or center.
30

31 FLU 16.5.4 To reduce the impacts and costs of transportation and create a
32 neighborhood focal point, the County shall encourage the location of schools,
33 consistent with Chapter 16, Public Schools Facilities Element, within residential
34 neighborhoods or adjacent to centers. Co-location with community parks shall
35 be encouraged.
36

37 FLU 16.5.5 Residential and non-residential construction within the OSP shall
38 promote green building principles intended to reduce overall energy and water
39 consumption.
40

41 **OBJ FLU 16.6 Specific Area Plans**

42
43 **Adopt procedures and guidelines for the development and approval of**
44 **detailed specific area plans.**
45
46
47

POLICIES

FLU 16.6.1 Development within the OSP shall be subject to the adoption of Detailed Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000 acres in size and developed in sufficient detail to allow evaluation of the interrelationship of its parts and establish consistency with principles and criteria contained in FLU 16.1.1-FLU 16.5.5. Until and unless a DSAP is approved by the Escambia County Board of County Commissioners and found in compliance by the Florida Department of Economic Opportunity, the property in the OSP shall maintain the underlying future land use category (e.g. Agricultural, Rural Community, Mixed-Use Suburban) and zoning district (e.g. the agricultural, the rural community, the mixed-use low density zonings or the equivalents), except for those projects that are vested.

All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the OSP shall be reviewed on a case-by-case basis for the effect of such development approval on adopted or future DSAPs and in compliance with the general principles established in FLU Policy 16.1.2. At a minimum, development of a DSAP must include the following information:

I. DSAP Boundary Determination Analysis

Conduct a preliminary site analysis of the proposed DSAP area to determine appropriate boundaries. This analysis shall include the following:

1. Identification of the extent and location of natural resources.
2. Identification of the environmental opportunities and constraints to development within the area.
3. Identification of the net usable land area.
4. Determination of a maximum development scenario based upon the uses, densities and intensities identified in the Conceptual Long-term Build-out Overlay.
5. A Jobs-to-housing balance assessment consistent with policy FLU 5.3.4 and utilizing a professionally acceptable methodology.
6. Identification of public facilities and services available to the area; available capacity; potential deficiencies; and an approximation of necessary improvements.

The final boundaries for a DSAP must be approved by Escambia County before initiating a conceptual DSAP as described in Section II below.

II. Conceptual DSAP

The intent of the Conceptual DSAP process is to prepare an initial plan for public review and comment. A Conceptual DSAP shall address the following:

1. The location of neighborhoods, centers and regional employment districts generally consistent with the conceptual long-term buildout overlay. For neighborhoods, a computation of density shall be provided along with the permitted uses and proposed lot sizes. For centers, a computation of density and intensity shall be provided, as well as the area and percentage of land use mix consistent with the categories found in FLU 16.5.1. For regional employment districts, a computation of the area, intensity and percentage of land use mix consistent with the categories found in FLU 16.2.1 shall be provided.
2. Circulation routes for pedestrians, bicycles, transit and automobiles, including consideration for connection with the surrounding area. For each facility to be included in the DSAP, design criteria should be included addressing:
 - Roadway cross-sections
 - On street parking (if applicable)
 - Pedestrian, Bicycle and Transit facilities
 - Landscape and streetscape standards
3. Location and size/capacity of major infrastructure components including wastewater, water, re-use water, stormwater and solid waste.
4. Design criteria proposed for each land use category proposed for the DSAP including, but not limited to:
 - Typical lot size
 - Setbacks
 - Height
 - Density
 - Floor Area Ratio (commercial)
 - Signage
5. Strategies for the integration of existing development.

The Conceptual DSAP shall be presented to the public at an information workshop. This workshop is to be advertised in a manner consistent with Chapter 4, Public Participation. In addition, each property owner in the DSAP and each property owner within 1,000 feet of the boundary of the DSAP must be notified of the workshop. Substantial compliance with the provisions of this policy regarding the various methods for providing notice shall be sufficient to

1 constitute notice to all affected parties. Comments from the public must be
2 documented and included in a report to Escambia County.

3
4 **III. Preliminary DSAP.**

5 Based on the results of the informational workshop described in Section
6 II., prepare a Preliminary DSAP shall be prepared. At a minimum, this plan
7 shall consist of the following elements:

8
9 1. Statement of the community goals and objectives to be
10 accomplished by the DSAP.

11
12 2. DSAP exhibits including:

13
14 a. A detailed land use plan indicating the distribution, extent
15 and location of future land uses, including the proposed
16 locations for transportation facilities (auto, transit, bike,
17 pedestrian), major community services (water and
18 wastewater plants, fire and police substations,
19 government buildings), neighborhood school(s), parks and
20 any conservation areas.

21
22 b. A detailed public facilities plan identifying regionally
23 significant public facilities, including public facilities outside
24 the jurisdiction of Escambia County, anticipated impacts of
25 future land uses on these facilities and required
26 improvements consistent with Chapter 9J-2, Florida
27 Administrative Code. In addition, this plan shall include the
28 following components:

29
30 i. A transportation analysis consistent with Chapter 9J-
31 2, indicating the general location of all arterial and
32 collector roadways necessary to serve the DSAP,
33 their right-of-way width, and design cross section. It
34 should also address the proposed location of transit
35 routes and the manner in which they can be
36 integrated into the regional transportation system. The
37 general location of all bikeways and pedestrian paths
38 should demonstrate access to all schools, commercial
39 and civic areas from any point in the DSAP. The
40 transportation analysis should be accompanied by a
41 report demonstrating the impact on transportation
42 facilities and documenting the timing and estimated
43 cost for transportation improvements required by
44 development of the DSAP. Prior to initiation of any
45 transportation analysis, the County shall consult with
46 the Florida Department of Transportation (FDOT)
47 regarding the analysis methodology in regards to

1 impacts to the Florida Intrastate Highway System
2 (FIHS). Each DSAP shall analyze the cumulative
3 traffic impact of all previously approved DSAPs on the
4 area road network, including the FIHS. Prior to
5 approval of any DSAP, the Florida DOT shall have the
6 opportunity to comment on the traffic analysis in
7 regards to impacts to any State roads.

8
9 ii. A public improvements analysis that identifies the
10 location and size of the water and wastewater
11 systems necessary to support development of the
12 DSAP. The analysis shall address demand, the
13 location and size of plants, major distribution and
14 collection systems, the design performance
15 standards that will be used in the review and
16 approval of all development plans processed for the
17 individual land use categories, the proposed source
18 of funding, and the approximate timing for
19 construction.

20
21 c. A housing analysis addressing the need for affordable and
22 workforce housing within the DSAP, the ability of the DSAP
23 to provide a sustainable balance of housing units to
24 employment opportunities, and potential impact of the
25 proposed plan on existing neighborhoods and infill
26 opportunities throughout the County.

27
28 d. A detailed natural resource analysis that identifies specific
29 measures to assure the protection of regionally significant
30 natural resources and other important resources both within
31 and outside the jurisdiction of Escambia County, including
32 those resources identified in Chapter 9J-2, Florida
33 Administrative Code.

34
35 e. An energy efficiency analysis addressing the ability to
36 reduce greenhouse gas emissions and improve energy
37 efficiency within the DSAP.

38
39 f. A land use need analysis addressing the amount of land
40 necessary to accommodate both the projected population
41 and future employment opportunities and promote
42 sustainable development patterns.

43
44 The Preliminary DSAP shall be presented to the public at an
45 informational workshop as per the requirements of Section II.

46
47 **IV. Final DSAP and Report**

48 Refinements to the Preliminary DSAP documents, based on the
49 informational workshop described in II, shall be prepared. The resulting

1 Final DSAP shall be submitted to Escambia County for review and
2 approval by the Planning Board and Board of County Commissioners.
3 DSAP's prepared by an individual property owner or other venture must
4 be presented through the County planning staff to the Board of County
5 Commissioners. The DSAP will not be effective until approved by the
6 Escambia County Board of County Commissioners.

8 **V. Changes to an Existing DSAP.**

9 Any addition or deletion of property or changes to the neighborhood,
10 center or district boundaries in an approved DSAP shall follow the
11 County's established processes. It shall include an evaluation and
12 analysis of the impacts to the approved or planned land uses and the
13 ability of the proposed amendment to meet the principles and
14 guidelines outlined in this plan. Such additions or deletions shall not
15 be designed to create remnant areas or fragmented DSAPs.

16
17 FLU 16.6.2 Approval of zoning changes shall be based on consistency with the
18 OSP principles and guidelines outlined in FLU 16.1.1-5.5.4. Specifically, such
19 changes shall consider the impact on the overall DSAP in terms of the central
20 focus of the land uses in the DSAP, with higher density in general proximity to
21 Centers.

22
23 FLU 16.6.3 Once a DSAP is adopted by the Board of County Commissioners, all
24 applications for development approval (i.e., lot splits, special exceptions,
25 variances) under the existing zoning shall be evaluated for compatibility with the
26 adopted DSAP.

27
28 FLU 16.6.4 Applications for a comprehensive plan amendment to establish a
29 DSAP shall include an analysis matrix indicating compliance with the specific
30 requirements of Florida Statutes.

31
32 FLU 16.6.5 OSP design criteria shall be incorporated into the Land Development
33 Code within one year of the adoption of the first DSAP. All development within
34 the boundary of an adopted DSAP shall comply with the OSP design criteria and
35 other applicable provisions of the LDC. Where OSP design criteria conflict with
36 other LDC provisions, the OSP criteria shall govern.

37
38 FLU 16.6.6 Should a development be proposed requiring an amendment to the
39 OSP, which the County Local Planning Agency determines is contrary to the
40 intent of the OSP planning concept and, therefore, should not be exempt from
41 the requirements of Florida Statutes, the applicant may be required, with
42 concurrence by the FDEO, to be processed as a DRI.

43
44 **OBJ FLU 16.7 Adequate Public Facilities and Services**

45
46 **Adopt procedures and guidelines for the provision of adequate public**
47 **facilities to serve the OSP and subsequent DSAPs.**
48

1 **POLICIES**

2
3 FLU 16.7.1 Each DSAP shall be evaluated to determine whether adequate
4 public facilities and services exist or will be in existence to serve the identified
5 needs of the DSAP.
6

7 FLU 16.7.2 Prior to or in conjunction with the approval of an DSAP by the
8 Escambia Board of County Commissioners, the land for the following public
9 facilities shall be conveyed to Escambia County or a development agreement
10 addressing the timely conveyance of such lands shall be approved by Escambia
11 County.

- 12 • Land for identified schools sites, consistent with
- 13 Chapter 16, Public Schools Facilities Element
- 14 • Land for identified parks and recreation facilities
- 15 • Right-of-way for identified collector and arterial
- 16 roadways necessary to serve the DSAP
- 17 • Land for identified potable water and wastewater
- 18 treatment facilities
- 19 • Right-of-way for all utilities necessary to serve the DSAP
20

21 FLU 16.7.3 Procedures and guidelines governing the provision of adequate
22 public facilities and services shall not replace or supersede and provisions of the
23 Escambia County concurrency management system.
24
25

26 **OBJ FLU 16.8 Intergovernmental Coordination**

27
28 **Adopt procedures to ensure intergovernmental coordination to address**
29 **extra jurisdictional impacts.**
30

31 FLU 16.8.1 To provide for intergovernmental coordination to address extra
32 jurisdictional impacts within the jurisdiction of the Florida Department of
33 Economic Opportunity as prescribed in Florida Statutes, the County shall provide
34 to adjacent municipalities and counties, other units of government providing
35 services but not having regulatory authority over the use of land, state and
36 regional regulatory agencies, and the Escambia County School Board,
37 information and copies of appropriate material related to the applications for a
38 DSAP. The material provided shall include information indicating issues of
39 regional significance in the region, or containing regional policies. It shall include
40 material describing planning, permitting or review requirements of state, regional
41 or local significance. It shall also include detailed identification of regionally
42 significant public facilities, including public facilities outside the jurisdiction of
43 Escambia County, anticipated impacts of future land uses on those facilities, and
44 required improvements consistent with Florida Statutes. The adjacent
45 municipalities, counties, other units of government and regulatory agencies shall
46 have the opportunity to review and provide comments to the County, to ensure
47 communication and coordination are used to minimize any potential adverse

1 impacts.

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
2.1	2	2.01		Added Military rep. and School district rep.		
2.2	2	2.01	2 (c)	Revised Statement - Monitor, review and prepare periodic reports required by Section 163.3191 , Florida Statutes, including regular assessments of the plan and preparation of the evaluation and appraisal report on the plan	Eliminated reference to Section 163.3191 and Evaluation and Appraisal of comprehensive plan	163.3191 Section 20 entire section
3.1	3	3.04		Amended definition of "Density"	Revised definition to match 163	Page 9, Statute 163.3164 (4)
4.1	4	4.01 -4.03		To remain per Legal, see email October 31st	Public participation to remain.	NR
5.1	5	5.07		Striking this section and replacing with new language	The comprehensive plan must be based upon permanent and seasonal population estimates and projections, which must either be those provided by the University of Florida's Bureau of Economic and Business Research or generated by the local government based upon a professionally acceptable methodology. (§163.3177(1)(f)3, F.S.)	Page 22, Statute 163.3177. (1)(f)3.
5.2	5	5.08		Revised Statement - To remove concurrency requirements for mass transit, Public Schools, and recreation		Page 67, Statute 163.3180. (1)(b)/Page 152, Statute 339.2819. (5)€
5.3	5	5.09		Revised per County request	County Requested Revision	NR
5.4	5	5.12		Removed Reference to timeframe restrictions (no EAR based amendment required)	Eliminated as Statute 163.3187 6B page 122	163.3191 Statute 20 entire Statute
5.5	5	5.12	a-i	Removed due to revision to EAR requirement	Eliminated as Section 163.3187 6B page 122	163.3191 Statute 20 entire section
5.6	5	5.13		Eliminated reference to sections and chapter nos. and ref. to fees	Revised for clarity	163.3191 Statute 20 entire section
6.1	6					
6.2	6			Revised to indicate as policy and refer to LDC Chapter 5.	Staff review requested - Completed	Page 67, Statute 163.3180. (1)(b)/Page 152, Statute 339.2819. (5)€
6.3	6	CMS 1.1- CMS 1.4.4		Removed	duplicated in LDC Art 5.14-New Language added by staff	Page 67, Statute 163.3180. (1)(b)/Page 152, Statute 339.2819. (5)€
7.1	7			Revised to remove "reduce vehicle miles traveled and reduction of greenhouse gases"	Not required by State	Page 27, Statute 163.3177. (6)h. / Page 34, Statute 163.3177. (6)(c) / Page 43, Statute 163,3177.(6) (j)10.
7.2	7	FLU 1.1.5-1.1.11		Removed per County Staff request	Duplicated in LDC in Art. 4 and 7	NR
7.3	7	FLU 1.1.12		Revised to remove family member designation and replace with the term "family member as determined by the LDC"	County revision by ordinance.	Ordinance directed.
7.3	7	FLU 1.2.1		Revised language	Simplified	NR
7.4	7	FLU 1.2.2 - 1.2.3		Duplicated in LDC	LDC Art. 7	NR

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
7.5	7	FLU 1.4.2		Modified	Specifics are in Art. 2 to admin.	NR
7.6	7	FLU 1.5		Removed Green requirement	Not required by State	Page 27, Statute 163.3177. (6)h. / Page 34, Statute 163.3177. (6)('c) / Page 43, Statute 163,3177.(6) (j)10.
7.7	7	FLU 1.5.2		Removed	Duplicated in LDC in Art. 6 and 7	NR
7.8	7	FLU 2.1.4		Removed	Duplicated in LDC Art. 7	NR
7.9	7	FLU 2.3.1		Revised per County request due to the fact that statement limited CRA to current areas	Removing specific reference.	NR
7.10	7	FLU 2.4 and 2.4.1		Revised	Dated info removed	NR
7.11	7	FLU 2.4.2		Required as part of the grant agreement	County Request	NR
7.12	7	FLU 2.4.3-4		Revised per County request	Unsafe cond. Covered by Code Enf. And 2.4.4 is completed	NR
7.13	7	5		Changed “Optional Sector plan” means the an optional process authorized by s. 163.3245 in which one or more local governments engage in long-term planning for a large area and by agreement with the state land planning agency are allowed to address regional development-of-regional-impact issues through adoption of detailed specific area plans within the planning area within certain designated geographic areas identified in the local comprehensive plan as a means of fostering innovative planning and development strategies in s. 163.3177(11)(a) and (b), furthering the purposes		Page 131, Statute 163.3245 (1) through (3) and (6), (9)(b)
7.14	7	3.1.6-8		Removed per County Staff request	County request	NR
7.15		4.1.2		To be relocated to Comp Plan 2.01(4)	Admin Section	
7.16	7	FLU 4.1.3-6	a, b	Relocate to 2.01	Relocated in comp plan to 2.01 (4) a,b,c,d respectively	NR
7.17	7	FLU 4.1.7		Relocate to 2.	Added to 2.01 (1)	NR
7.18	7	GOAL FLU 5		To be relocated to the end of the Comp Plan per County direction	Now referred as Ch. 17	NR

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
7.19	7	5.8.1		Now 5.1 and 5.1.1	Due to relocation of sector plan to chapt. 17	Page 3 of House Bill No. 7207
8.1	8	1.1.1		Removed	Not required by State	statute 163.3180
8.2	8	1.1.2		Revised	To allow for local control of LOS	Page 67, statute 163.3180 Section 15 1(b) Page 67, Section 163.3180. (1)(b), (5)(b)(d), (f)(2)5., (h)3.c.(II)(A), (5)(e), (6), (7), (9)(a), (10), (12)(a)4., (13), (15) / Page 152, Section 339.2819. (5)(e)
8.3	8	1.1.3		Revised	Reference to LDC - Design Standards access management	NR
8.4	8	1.1.7		Removed	Duplicated in LDC Art. 7.11.00	NR
8.5	8	1.1.8		Revised: general reference to maps	Update dates and references	NR
8.6	8	1.1.12		Removed	Not req. by State	NR
8.7	8	1.1.13		Revised	SRTS renamed to transportation alternative which includes SRTS, sidewalks, bikes, rails & trails.	NR
8.8	8	1.1.14		Revised	Move the following to LDC 7.11.05 -New development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the SRTS Plan shall install sidewalks and/or bicycle facilities as specified by those plans for any street frontage of the development that coincides with those routes.	NR
8.9	8	1.1.15		Revised	Combined 1.1.16 into 15	NR
8.10	8	1.1.16		Removed and combined into 1.1.15		NR
8.11	8	1.1.18	MOB 1.1.18	Revised to remove concurrency and allow for provisions to address development impacts	Revised per staff decision (traffic & pz)	NR
8.12	8	1.1.19		Requirement to remain - Required for trip funding	County Request	NR
8.13	8	1.1.23	OBJ MOB 1.2 -1.3	To remain for TRIP funding	TRIP funding	Page 73. statute 163.3180
8.14	8	1.2	OBJ MOB 1.2	Removed not req. by State	Not required by State 163	NR
8.15	8	1.5	MOB 1.5.1 -1.5.5	Removed	Duplicated in LDC	NR
8.16	8	1.5	MOB 1.5.6	To remain	Require for State funding	NR
8.17	8	1.6	OBJ MOB 1.6	Removed	Eliminated as part of Section 163.3177 page 43 and 34	NR
8.18	8	2	2.1.1-2.1.2/2.2.1-2.2.7/2.3.1-2.3.2/2.4.1-2.4.2	To remain	Not req. by State - is in ECAT contract	NR
8.19		2.5	2.5.2-2.5.3	Removed	Contractual req. of provider	NR
8.2	8	3.1.1	3.1.1-3.3.2	Removed	Not req. by State	
8.21	8	4	4.2.1 and 4.2.2	Revised	Combined some language and deleted duplicated DRC process (LDC Art. 2,4 and 11)	NR
8.22	8	4	4.2.3	Relocated to LDC	DRC process in LDC Art 2.13.B.3 (Allyson) NEW LANGUAGE -DONE	NR
9.1	9	1.2	Hou 1.2.1	Definition Revised to match 163	Edited by Randy Wilkerson	Page 8. Statute 163.3164 (3)
9.2	9	1.4	OBJ Hou 1.4	Editing to allow for the removal of 1.4.1 -1.4.9	Edited by County staff - to remove several paragraphs and place the essential information in the head paragraph.	NR
9.3	9	1.4	1.4.1-1.4.9	Removal due to redundancy	Edited by County staff	NR
9.4	9	1.6	Hou 1.6.5	Revised by County staff	Edited by County staff	NR
9.5	9	1.6	Hou 1.6.6	Revised to remove dated information	Edited by County staff	NR
9.6	9	1.6	Hou 1.6.8-1.6.11	Revised to remove restricting information and redundant information	Edited by County staff	NR

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
9.7	9	1.7	Hou 1.7.1	Revised to remove unnecessary information and timelines not required of the County.	Edited by County staff	NR
9.8	9	1.7	1.7.3	Removed	Change to EAR req. (no report, now review)	
9.9	9	1.8	Hou 1.8.3	Removed	Not req. by State (ref. Building Code)	Page 38. Statute 163.3177 Section 12 1 h
10.1	10	1.1	INF 1.1.8-12	Legal review needed	Completed	NR
10.2	10	1.1	1.1.5-1.1.6	Removed	Regulated by FDEP	NR
10.3			2.1.8	Removed	Combined education to the program language in 2.1.7	
10.4	10	3	INF 3.1.5-3.1.6	Removed	Dated info no longer used in the process	NR
10.5	10	3	INF 3.1.9	Removed	Duplicated LDC Art.7 future Design Standards	NR
10.6	10	4	INF 4.1.4, 4.1.7-4.1.9	Legal review needed		NR
10.7	10	5.1	INF 5.1.1 - 5.1.4	Added language to indicate policy req. (State permits) consolidated into one statement		NR
10.8	10	5.1	INF 5.1.5	Removed	Duplicated by State permit in 5.1	NR
11.1	11	1.1	COA 1.1.4	Removed	Duplicated in LDC Art. 12.06	
11.2	11	1.2	COA 1.2.4	Revised	Dated info	NR
11.3	11	2.1	2.1.2	Revised	Annual report not req.	
11.4			2.1.4	Removed	Implemented and scheduled for adoption	NR
11.5	11	2.2	COA 2.2.1	Removed	Duplicated in LDC Art 12.01	NR
11.6	11	2.2	COA 2.2.3	Removed	Duplicated in LDC Art. 7.08	NR
11.7	11	2.2	COA 2.2.8	Removed	Not required by the State	NR
11.8			2.2.9	Revised		
11.9	11	2.3	COA 2.3.2	Section remaining	Required concession of the HCP	NR
11.10	11	2.3	COA 2.3.4	Removed	Not required by state	NR
12.1	12	1.1	CON 1.1.5	Removed	Duplicated within LDC Art. 13 (clustering)	NR
12.2	12	1.1	CON 1.1.7	Removed	Duplicated in Art.7.13	NR
12.3	12	1.1	CON 1.1.8	Revised	Not required by the State	NR
12.4	12	1.1	CON 1.1.9	Revised	Not required by the State	NR
12.5	12	1.2	CON 1.2.1	Revised	For clarity-not required in LDC	NR
12.6	12	1.2	CON 1.2.2-1.2.3	Removed	State/Fed enforces these	NR
12.7			1.2.4-1.2.7	Removed	Not required by the State	
12.8	12	1.3	CON 1.3.2	Revised	For clarity	NR
12.9			1.3.3	Removed	State/Fed enforces these	NR
12.10			1.3.4	Revised	Removing specific reference to annual report	
12.11	12	1.3	CON 1.3.8	Removed	State/Fed enforces these	NR
12.12	12	1.5	CON 1.5.4	Removed	Added to LDC Art 7.07 NEW LANGUAGE	NR
12.13	12	1.6	CON 1.6.2	Revised	Duplicated in LDC Art. 7.01/.03	NR
12.14	12	1.6	CON 1.6.3	Revised	Duplicated in LDC 7.03	NR
12.15	12	1.6	CON 1.6.5 & 1.6.6	Removed	Duplicated in LDC 7.01	NR
12.16	12	1.6	CON 1.6.7	Revised	Not required by the State	NR
12.17	12	1.6	CON 1.6.8 - 1.6.10	Removed	Not required by the State	NR
12.18	12	1.8	CON 1.8.1	Removed	Not required by the State	Page 43. Statute 163.3177 Section 12 10
12.19	12	1.8	CON 1.8.2	Removed	Not required by the State	NR
12.20	12	1.8	CON 1.8.3	Revised	Removed portion- Not required by the State	NR
12.21	12	1.8	CON 1.8.4-1.8.5	Removed	Not required by the State	Page 38. Statute 163.3177 Section 12 1 h

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
13.1	13	1.1	1.1.4	Revised	Not required by the State	
13.2	13	1.2	CON 1.2.3	Removed	Not required by the State	NR
13.3	13	1.3		Modified.	Not req. by State; but monitoring still used	Page 67. Statute 163.3180 Section 15 (1) (a) and (2) (b)
13.4	13	1.3	REC 1.3.2	Removed	open space req. added to LDC in Density Bonus Art. 7.17 (NEW LANGUAGE) Allyson. DONE. 7 concurrency req. removed	NR
13.5	13	1.3	CON 1.3.5	Removed	Not required by the State	NR
13.6	13	1.3	Con 1.3.6	Removed	Not required by the State	Page 67. Statute 163.3180 Section 15 (1) (a) and (2) (b)
14.1	14	1	ICE 1.1.1	Revised	Corrected Dept. name	Page 98. Statute 163.3184 Section 17 (3) (c) 2
14.2			1.1.2	Removed	Not required by the State	
14.3			1.1.3	Removed	Past policy - Not required by the State	NR
14.4	14	1.3	1.3.1	Revised	Removed concurrency optional items	
14.5	14		1.3.3	Revised	Removed concurrency optional items	
14.6	14		1.3.5	Revised	Removed concurrency optional items	
14.7	14		1.3.7	Removed	Relocated in comp plan to 2.01	
1.4.8	14	1.4	1.4.1	Revised	Updated	
15.1	15	1.1	1.1.1	Removed	Not required by the State	
15.2	15		1.1.2	Removed	Removed concurrency optional items	
15.3	15		1.1.4-1.1.6	Revised/Removed	Removed concurrency optional items	
15.4	15	1.2	CIE 1.2.1	Slight revision to remove financial feasibility requirement	(b)1. The capital improvements element must be reviewed by the local government on an annual basis. Modifications and modified as necessary in accordance with s. 163.3187 or s. 163.3189 in order to update the maintain a financially feasible 5-year capital improvement schedule of capital improvements.	Page 24. Statute 163.3177 Section 12 (3) (a) 5 (b)
15.5	15	1.2	CIE 1.2.3	Removed	Not required by the State	NR
15.6	15		1.2.5	Revised	Removed dated info	
15.7	15	1.3		Revised	Not required by the State	Page 24. Statute 163.3177 Section 12 (3) (a) 5 (b)
15.8	15		1.3.6 - 1.3.7	Removed	NEW LANGUAGE in LDC Trans LOS Monitoring	
15.9	15		1.3.1-1.3.8	Remove	Managed through ordinance, not required by the State not Land use issue	
15.10	15	1.4	1.4.5	Removed	Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and is not (and may not be) deemed to be amendments to the local comprehensive plan. (\$163.3177(5)(b), F.S.)	Page 24. Statute 163.31777 Section 12 - (3)(a)5(b)
15.11	15	1.4	1.4.7	Removed	Removed concurrency optional items	Page 75. Statute 163.3180 Section 15 (6)
16.1	16	All		Remove	Removed concurrency optional items	Page 55. Statute 163.31777 Section 12 (12)
					Public Comments	
Commenter Initials	Comp Plan Chapter	Section	Sub Section	Comment	Initial County Response	Final Resolution
DG Comment	1	1.03		Marked to be Removed	Reviewed for removal	Not removed
DG Comment	2	2.01	(2) a.,b,e.,f.	Marked to be Removed	Reviewed to be condensed and/or simplified and referenced statute	Not condensed

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
DG Comment	2	2.01	(3)	Marked to be Removed	Reviewed for removed	Not removed
DG Comment	2	2.02		Marked to be Condensed	Reviewed to be condensed and/or simplified and referenced statute	Not condensed
DG Comment	3	3.04		Requested that the wetland definition be Revised to meet state definition	Reviewed state definition	Current definition meets the state definition with the exception of one additional statement. Statement was added to Escambia County Comp Plan "Wetland" definition.
DG Comment	5	5.02		Marked to be Removed	To remain as is- Reviewed to determine if the section could be modified	Not removed or modified
DG Comment	5	5.03		Marked to be Removed	To remain as is -Reviewed to determine if the section could be modified	Not removed or modified
DG Comment	5	5.05		Marked to be Revised & updated	Remove references to names and process	References to Consultants and expired documents were removed
DG Comment	5	5.06		Marked to be Removed	To remain as is	Not removed
DG Comment	5	5.10		Marked to be Revised	Remove last paragraph redundant	Last paragraph was removed
DG Comment	5	5.11		Marked to be Removed	To remain as is	Not removed
DG Comment	6	Initial Paragraph		Marked to be Removed	To remain as is	Not removed
DG Comment	6	Goal CMS 1		Marked to be Removed	To remain as is	Not removed
DG Comment	6	CMS 1.1.1		Marked to be Removed	To remain as is	Not removed
DG Comment	6	CMS 1.1.3		Marked to be Removed	To remain as is	Not removed
DG Comment	6	CMS 1.3.1-1.3.2		Marked to be Removed	All sections have been relocated to the LDC with the exception of the opening paragraph	Not removed
DG Comment	6	CMS 1.4.1-1.4.3		Removed particular sections	All sections have been relocated to the LDC paragraph	Edited as indicated
DG Comment	7	FLU 1.1.2		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 11.4		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 1.1.12		Removed the last part of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 1.1.13		Removed the introduction of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 1.4.1		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 1.5.3 - 1.5.4		Removed selected portions of the paragraph	To remain as is	Not Removed
DG Comment	7	Goal FLU 2		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 2.1.1		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	FLU 2.2.1		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	7	OBJ FLU 3.1		Marked to be Removed	To remain as is	Not Removed
DG Comment	7	FLU 3.1.1-3.1.5		Marked to be Removed	To remain as is	Not Removed
DG Comment	7	FLU 4.1.2		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	8	MOB 1.1.4		Removed later portion of the paragraph	To remain as is	Not Removed
DG Comment	8	MOB 1.1.9		Removed particular sections	To remain as is	Not Removed
DG Comment	8	MOB 1.1.11		Removed particular sections	Removal approve by staff	Edited as indicated
DG Comment	8	MOB 1.1.13		Marked to be Removed	To remain with selected revisions based on recent state funding changes	Edited as indicated

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
DG Comment	8	MOB 1.1.14		Marked to be Removed	To remain as is	Not Removed
DG Comment	8	MOB 1.15		Marked to be Removed	To remain with selected revisions	Not Removed
DG Comment	8	MOB 1.18		Removed particular sections	To remain as is	Not Removed
DG Comment	8	mob 1.1.20		Revised	Staff indicated that removal may effect future and/or present funding	No further action required
DG Comment	8	MOB 2.2.5		Removed later portion of the paragraph	Staff indicated that removal may effect future and/or present funding	No further action required
DG Comment	8	MOB 2.5.3		Marked to be Removed	Has been removed	No further action required
DG Comment	8	MOB 3.1.1-3.1.4		Removed as indicated	To remain as is	Not Removed
DG Comment	8	MOB 3.3.1 -3.3.2		Marked to be Removed	Has been removed	No further action required
DG Comment	8	4.1.3		Revised	Review interlocal agreement and federal guidelines - Staff reviewed and indicated that the statement shall remain as is.	No further action required
DG Comment	9	Opening Paragraph		Removed as indicated	To remain as is	Not Removed
DG Comment	9	HOU 1.2.4		Review - verify definition of modular home and manufactured home	Comment by Randy Wilkerson (11/15/13): The affordable housing programs have never been the County source for the definition of manufactured housing (mobile homes) or modular homes. I believe the County has historically used the HUD definition for manufactured/mobile homes and the State of Florida definition for modular homes.	Horace added the following statement "Escambia County shall encourage the use of modular homes, mobile and/or manufactured as a type of housing as defined by Florida statutes within the appropriate zoning and future land use categories."
DG Comment	9	HOU 1.3.2		Review	Comment by Randy Wilkerson (11/15/13): The affordable housing programs have never been the County source for the allowable zoning categories with respect to foster care or group home facilities. Though someone with more knowledge than me would need to verify, I believe this is based on State law but I simply do not know enough about it to state whether the elimination of the "medium density" category would violate such provisions.	To remain as per state requirements.
DG Comment	9	HOU 1.8.1		Modify to reference Florida Building Code	Comment by Randy Wilkerson (11/15/13): This provision was not placed in the Plan by NEFI/Housing, but it is of interest to us since we aspire to these standards where funding allows. <u>I simply do not know what is desired here.</u> Does Dan want to eliminate this altogether and just reference that Energy Efficiency Standards shall be as minimally prescribed by the Florida Building Code; OR is the intent that we add the Florida Building Code Energy Efficiency Standards to this list of other standards? <i>As with other provisions, for certain grant programs that the County may seek via the Dept. of Energy or Florida Energy Office this citation is a positive element. For example, the new County Office Building on Fairfield utilized LEED provisions to seek grants for components of that facility.</i>	Will add to statement "as governed by the Florida Building Code" and remove the certification requirements.
DG Comment	10	Opening Paragraph		Marked to be Removed	To remain as is	Not Removed
DG Comment	10	OBJ INF 1.1		Removed as indicated	To remain as is	Not Removed
DG Comment	10	INF 1.1.12		Revise	Remove date	Date removed
DG Comment	10	INF 2.1.6		Revise	Remove date	Date removed

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
DG Comment	10	INF 3.1.1		Removed particular sections	Revised	Need JB confirmation
DG Comment	11	Opening Paragraph		Removed particular sections	To remain as is	Not Removed
DG Comment	11	COA 1.1.3		Removed particular sections	To remain as is	Not Removed
DG Comment	11	COA 1.1.9		Revised	Remove PBSJ	Edited as indicated
DG Comment	11	COA 1.2.7		Revised	Add "As Needed"	Edited as indicated
DG Comment	11	COA 1.3.3		Revised - Originally the "CAT 5" was Removed per County Request, however, Tim Day reviewed and indicated that this should remain as originally stated.	Remove name "Accepted by Generally Accepted Model/Per Tim Day, "CAT 5" is a Staffir- Simpson Scale feature, so this "Red Highlighted" section should remain.	Edited as indicated in previous column
DG Comment	11	COA 1.5.1		Removed Paragraph	To remain as is	Not Removed
DG Comment	11	COA 2.1.5		Removed Selected Portions of the Paragraph	To remain as is	Not Removed
DG Comment	11	COA 2.3.5		To Review	Tim Day states that no structures will be allowed on Gulf Bathing Beaches	Not removed or modified
DG Comment	12	Opening Paragraph		Removed Selected Portions of the Paragraph	To remain as is	Not Removed
DG Comment	12	CON 1.1.1		Removed Selected Portions of the Paragraph	To remain as is	Not Removed
DG Comment	12	CON 1.1.6		Removed Selected Portions of the Paragraph	To remain as is	Not removed
DG Comment	12	CON 1.3.1		Removed Selected Portions of the Paragraph	To remain as is	Not Removed
DG Comment	12	1.3.7		To Review & Revise	To remain as is	Not Removed
DG Comment	12	1.6.4		To Review	Removed Points 'A - F' and Move to LDC.	Edited as indicated
DG Comment	13	Opening Paragraph		Revised	Purpose Statement-' LOS'- No Longer Required	Edited as indicated
DG Comment	14	ICE 1.1.1		Revised	Remove " Objective 1.5 of the Public School Facilities Element"	Edited as indicated
DG Comment	14	ICE 1.3.1		Marked to be Removed	To remain as is - With Modification to Expired Dates. This response has changed see Planning Board Section.	Edited as indicated
DG Comment	14	ICE 1.3.4 and 1.3.7		Marked to be Removed	Review relocation to LDC	Have been removed in part.
DG Comment	15	CIE 1.2.4		Marked to be Removed	Review CHHA Requirement.	Legal requested that it would remain as is.
DG Comment	15	CIE 1.2.5		Marked to be Removed	To remain as is - With Modification to Expired Dates.	Not Removed
GH Comments	12	Con 1.2.4		While the original statement might have been too specific, shouldn't the County have a policy to replace vehicles as they need to be replaced with more efficient and clean energy vehicles?	This is not a Land Use Issue. This can be addressed by the administration office.	

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
GH Comments	12	Con 1.2.5		These are all important public policy areas that the County should promote. How will the County address them in the future?	Escambia County would need to receive direction from the Board on these policy issues.	
GH Comments	12	Con 1.2.6		These are all important public policy areas that the County should promote. How will the County address them in the future?	Escambia County would need to receive direction from the Board on these policy issues.	
GH Comments	12	Con 1.2.7		These are all important public policy areas that the County should promote. How will the County address them in the future?	Escambia County would need to receive direction from the Board on these policy issues.	
GH Comments	12	Con 1.3.2		Why would we not want to require the best practices? Are there certain best practices that should be required?	Escambia County will continue to support best practices for the agricultural management practices.	
GH Comments	12	Con 1.3.4		Is there a way the data and recommendations are reported? Can that be referenced here?	Please clarify, what specific data and recommendations that you are referring to?	
GH Comments	12	Con 1.3.8		Knowing that this is important and how short staffed the State and Federal agencies are, how does the County know these things are enforced? How does the County interact with these agencies to ensure enforcement?	We can only address and enforce our local regulations. The county does interact with State and Federal agencies for this specific issues. However, the County can only address and enforce local regulations.	
GH Comments	12	1.6.6		If the State is not interested in this issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find another way to promote this?	Yes the county is concerned, we are reviewing our required elements for concurrency.	
GH Comments	12	1.6.7		If the State is not interested in this issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find another way to promote this?	Yes the county is concerned and we are reviewing our required elements for concurrency.	

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
GH Comments	12	1.6.8		If the State is not interested in this issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find another way to promote this?	Yes the county is concerned and we are reviewing our required elements for concurrency.	
GH Comments	12	1.6.9		If the State is not interested in this issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find another way to promote this?	Yes the county is concerned and we are reviewing our required elements for concurrency.	
GH Comments	12	1.6.10		issue, does that mean it is no longer an area of concern to the County? Were our efforts not working? Do we need to find	Yes the county is concerned and we are reviewing our required elements for concurrency.	

Planning Board Workshop Comments 11/19/13

Commenter Initials	Comp Plan Chapter	Section	Sub Section	Comment	Initial County Response	Final Resolution
Planning Board Workshop	3	3.04	N/A	Remove "Density Means An" from Density Definition	This has been edited.	Completed
Planning Board Workshop	4	4.05-4.07	N/A	Remove strikethroughs as a result of legal review	Strikethrough line work has been removed - exiting text to remain in document.	Completed
Planning Board Workshop	General	N/A	N/A	Correct statute misspellings	This has been Corrected.	Completed
Planning Board Workshop	14	OBJ ICE 1.3	ICE 1.3.1	Planning Board Made revisions to this section, to provide for School Facilities Monitoring and Impact Assessment	Text was Edited and Reviewed during the Planning Board Workshop.	Completed
Planning Board Workshop	5	5.08	N/A	Change 'Ordinance' to Comprehensive Plan	Ordinance has been replace with Comprehensive Plan.	Completed
Planning Board Workshop	General	N/A	N/A	Remove 'Section 163...' Reference and Leave 'Florida Statutes'.	All References to the Specific Section of the 163 statute has been removed, EXCEPT for the Specific Chapter Reference in the Definition section.	Completed

Planning Board Workshop Comments 1/07/14

Escambia County Comprehensive Plan **DRAFT** Review Matrix (revised 1/9/14)

Note No.	Comp Plan Chapter	Section	Sub Section	Action	Action Comment	Statute Location/Section / Page No.
Planning Board Workshop	General	N/A	N/A	Change all occurrences of "shall" to "will"	Where applicable all occurrences of shall have been removed and replaced with will - with the exceptions of chapter 1 and 16, in those chapters "shall" will remain as is	Completed
Planning Board Workshop	General	N/A	N/A	Make all "statute" plural	Where applicable the term statute was made plural	Completed
Planning Board Workshop	General	N/A	N/A	Define the acronym "JLUS"	In section 2.01 (5) A 1. of Chapter 2 the term JLUS has a explanation of "Joint Land Use Study"	No changes necessary
Planning Board Workshop	General	N/A	N/A	Define the acronym "AIPD"	In section 2.01 (5) A 1. of Chapter 2 the term AIPD has a explanation of " Airfield Influence Planning Districts"	No changes necessary
Planning Board Workshop	General	N/A	N/A	As indicated in section 1.01 all occurrences of "The Escambia County Comprehensive Plan" will be replaced with "The Plan"	This has been completed with the exception of Section 1.04 - which refers to a previous comprehensive plan.	Completed
Planning Board Workshop	2	2.01	(2) b.	Remove the text "be responsible for the preparation of" and replace with "prepare"	Text was edited as requested.	Completed
Planning Board Workshop	5	5.04	N/A	Remove section 5.04	This has been completed and the entire section renumber to reflect the deletion.	Completed
Planning Board Workshop	5	5.08	N/A	Remove "roads"	This has been corrected.	Completed
Planning Board Workshop	7	FLU 1.1.5	N/A	Remove "continue to " and replace with "will"	Text was edited as requested.	Completed
Planning Board Workshop	7	FLU 2.4.1	N/A	Remove "may be updated from time to time"	Text was edited as requested.	Completed
Planning Board Workshop	7	FLU 4.17	d	Remove "if necessary"	Text was marked for removal	Completed
Planning Board Workshop	10	GOAL INF 5	OBJ INF 5.1 Policies	Edit the opening paragraph to add the following text " ...shall be addressed through state permits". Also add "Florida statutes and local regulations"	This has been completed	Completed
Planning Board Workshop	13	Goal Rec 1	N/A	Remove "the"	This has been corrected.	Completed
Planning Board Workshop	16	General	N/A	Replace DCA with DEO	No Action	No changes necessary
Planning Board Workshop	16	FLU 16.4.5		Review the terms "laws of Florida"	No Action	No changes necessary

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; REPEALING AND REPLACING IN ITS ENTIRETY THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, ORDINANCE NO. 2010-16, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County finds that repealing and replacing in its entirety the Escambia County Comprehensive Plan: 2030 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. Repeal and Replacement of the Escambia County Comprehensive Plan: 2030.

The Escambia County Comprehensive Plan: 2030, Ordinance No. 2016, as amended, is hereby repealed in its entirety and replaced with the Escambia County Comprehensive Plan 2030 attached as Exhibit A.

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, the 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 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 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

1 the Administration Commission enters a final order determining the ordinance to be in
2 compliance.

3
4 **DONE AND ENACTED** this_____ day of _____, 2014.

5
6 **BOARD OF COUNTY COMMISSIONERS**
7 **OF ESCAMBIA COUNTY, FLORIDA**
8

9
10 By: _____
11 Lumon J. May, Chairman

12 **ATTEST: Pam Childers**
13 **Clerk of the Circuit Court**

14
15 By: _____
16 Deputy Clerk

17 **(SEAL)**

18
19 **ENACTED:**

20
21 **FILED WITH THE DEPARTMENT OF STATE:**

22
23 **EFFECTIVE DATE:**

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; REPEALING AND REPLACING IN ITS ENTIRETY THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, ORDINANCE NO. 2010-16, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County finds that repealing and replacing in its entirety the Escambia County Comprehensive Plan: 2030 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. Repeal and Replacement of the Escambia County Comprehensive Plan: 2030.

The Escambia County Comprehensive Plan: 2030, Ordinance No. 2016, as amended, is hereby repealed in its entirety and replaced with the Escambia County Comprehensive Plan 2030 attached as Exhibit A.

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, the 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 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 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 _____, 2014.

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

By: _____
Lumon J. May, 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-5567

Growth Management Report 14. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 01/16/2014

Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 2 - BCC Review and Action of Rezoning

From: Horace Jones, Interim Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 2

That the Board of County Commissioners (BCC) review and adopt, an Ordinance to the Land Development Code (LDC) Article 2, "Administration", Section 2.08.02.E "Board of County Commissioners; review and action of rezonings".

At the January 7, 2014, Planning Board meeting, the Board recommended denial of this Ordinance.

BACKGROUND:

The Board of County Commissioners directed Staff to bring this Ordinance addressing the "Board of County Commissioners; review and action of rezonings" Section of the Land Development Code.

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

Clean Copy Ordinance

ORDINANCE 2014-____

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 2, SECTION 2.08.02.E "BOARD OF COUNTY COMMISSIONERS; REVIEW AND ACTION OF REZONINGS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 2, "Administration", Section 2.08.02.E, "Board of County Commissioners; review and action on rezoning" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

E. *Board of county commissioners; review and action on rezonings.*

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 ~~recommendation~~ 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~~ requested by the applicant and advertised. 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.

2. In the event the matter is remanded to the planning board, an additional quasi-judicial hearing for the purpose of hearing testimony and receiving evidence relevant to additional facts and clarification requested by the board of county commissioners, will be conducted by the planning board. Within 15 days of the hearing on remand, the planning board shall submit a supplemental recommendation to the board of county commissioners for review in accordance with 1. above. When the supplemental recommendation is considered by the board of county commissioners, the entire record relating to the initial hearing and all supplemental hearings shall be presented to the board of county commissioners. Note: Renotification to property owners within the 500-foot radius as well as the owner(s) of the property under consideration for change and those persons who testified or gave evidence at the initial hearing is required at least ten days prior to the hearing in accordance with section 2.08.02.D.1.b. for all remanded cases. Additionally, all persons who were furnished a copy of the original recommended order shall be furnished a copy of the supplemental order.
3. The planning staff shall provide the planning board with the resumes of all final action taken by the board of county commissioners on rezoning requests.
4. Exemption from Administrative Procedures Act. Escambia County is not an agency for the purposes of F. S. ch. 120. Therefore, the Administrative Procedures Act is not applicable to these proceedings.

F. *Decisions by the board of county commissioners shall be final; subsequent application.*

1. *Final decisions.* Actions by the board of county commissioners adopting or rejecting the recommended order of the planning board for rezoning of particular parcels shall be final. Thereafter, if a rezoning is approved, the board of county commissioners shall amend the zoning map to reflect its final decision in accordance with the ordinance enactment procedures set forth in section 2.08.03. Any party who wishes to seek judicial review of the decision of the board of county commissioners must do so within 30 days of the date the board of county commissioners approves or rejects the recommended order of the hearing officer. Written notice of the filing of any such petition for judicial review shall promptly be provided by the planning staff to all property owners within 500 feet of the property for which the rezoning was sought.
2. *Limitation on subsequent application.* Whenever an application for rezoning shall be denied by the board of county commissioners, no new application for identical action on the same parcel shall be accepted for consideration within a period of 180 days of the decision of denial.

1
2 **Section 2. SEVERABILITY.**

3 It is declared the intent of the Board of County Commissioners that if any
4 subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid
5 or unconstitutional by a Court of competent jurisdiction, such invalidity or
6 unconstitutionality shall not be so construed as to render invalid or unconstitutional the
7 remaining provisions of this Ordinance.

8 **Section 3. INCLUSION IN THE CODE.**

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

14 **Section 4. EFFECTIVE DATE.**

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

17 DONE AND ENACTED this ____ day of _____, 2014.

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

20 **By:** _____
21 **Lumon J. May, Chairman**

22
23 **ATTEST: PAM CHILDERS**
24 **Clerk of the Circuit Court**

25
26
27 **By:** _____
28 **Deputy Clerk**

1 (SEAL)
2
3

4 ENACTED:
5

6
7 FILED WITH DEPARTMENT OF STATE:
8

9 EFFECTIVE:

ORDINANCE 2014-____

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 2, SECTION 2.08.02.E "BOARD OF COUNTY COMMISSIONERS; REVIEW AND ACTION OF REZONINGS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 2, "Administration", Section 2.08.02.E, "*Board of County Commissioners; review and action on rezoning*" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

E. *Board of county commissioners; review and action on rezonings.*

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 ~~recommendation~~ 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~~ requested by the applicant and advertised. 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.

2. In the event the matter is remanded to the planning board, an additional quasi-judicial hearing for the purpose of hearing testimony and receiving evidence relevant to additional facts and clarification requested by the board of county commissioners, will be conducted by the planning board. Within 15 days of the hearing on remand, the planning board shall submit a supplemental recommendation to the board of county commissioners for review in accordance with 1. above. When the supplemental recommendation is considered by the board of county commissioners, the entire record relating to the initial hearing and all supplemental hearings shall be presented to the board of county commissioners. Note: Renotification to property owners within the 500-foot radius as well as the owner(s) of the property under consideration for change and those persons who testified or gave evidence at the initial hearing is required at least ten days prior to the hearing in accordance with section 2.08.02.D.1.b. for all remanded cases. Additionally, all persons who were furnished a copy of the original recommended order shall be furnished a copy of the supplemental order.
3. The planning staff shall provide the planning board with the resumes of all final action taken by the board of county commissioners on rezoning requests.
4. Exemption from Administrative Procedures Act. Escambia County is not an agency for the purposes of F. S. ch. 120. Therefore, the Administrative Procedures Act is not applicable to these proceedings.

F. *Decisions by the board of county commissioners shall be final; subsequent application.*

1. *Final decisions.* Actions by the board of county commissioners adopting or rejecting the recommended order of the planning board for rezoning of particular parcels shall be final. Thereafter, if a rezoning is approved, the board of county commissioners shall amend the zoning map to reflect its final decision in accordance with the ordinance enactment procedures set forth in section 2.08.03. Any party who wishes to seek judicial review of the decision of the board of county commissioners must do so within 30 days of the date the board of county commissioners approves or rejects the recommended order of the hearing officer. Written notice of the filing of any such petition for judicial review shall promptly be provided by the planning staff to all property owners within 500 feet of the property for which the rezoning was sought.
2. *Limitation on subsequent application.* Whenever an application for rezoning shall be denied by the board of county commissioners, no new application for identical action on the same parcel shall be accepted for consideration within a period of 180 days of the decision of denial.

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 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 its filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2014.

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

**By: _____
Lumon J. May, Chairman**

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

**By: _____
Deputy Clerk**

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5541

Growth Management Report 14. 1.

BCC Regular Meeting

Consent

Meeting Date: 01/16/2014

Issue: Recommendation Concerning the Scheduling of Public Hearings

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

February 6, 2014

A. 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 January 7, 2014.

Case No.: **Z-2013-24**
Address: 2842 Nowak Dairy Rd
Property Reference No.: 36-1N-31-2000-000-000 and 36-1N-31-1200-000-000
Property Size: 47.98 (+/-) acres
From: VAG-2, Villages Agricultural Districts Gross Density (one du/five acres)
To: V-1, Villages Single-Family Residential Gross Density (one du/per acre)
FLU Category: MU-S, Suburban
Commissioner District 5
Requested by: Wiley C. "Buddy" Page, Agent for Anthony J. Monti Jr., Owner

Case No.: **Z-2013-27**
Address: 6111 W Nine Mile Rd
Property Reference No.: 06-1S-31-3401-002-001
Property Size: 1.5 (+/-) acres
From: R-R, Rural Residential District (cumulative), Low Density
To: C-1, Retail Commercial District (cumulative)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District 1

Requested by: Marty Donovan, Agent for Betty Jean Perkins, Owner

B. 5:46 p.m. - A Public Hearing - Minimum Lot Size

C. 5:47 p.m. - A Public Hearing - Article 2 and 3 - Park Trailers as Temporary Guest Residences Due to Medical Hardship

D. 5:48 p.m. - A Public Hearing - Article 3 and 6 - Defining and Providing for Material Recovery Facilities (MRF)

E. 5:49 p.m. - A Public Hearing - WCI - Declaration of Transfer of Density Ratification



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5571

County Administrator's Report 14. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/16/2014

Issue: Community Redevelopment Agency Meeting Minutes, November 21, 2013

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, November 21, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the November 21, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

BACKGROUND:

On November 21, 2013, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

Attachments

November 21 Minutes

MINUTES
Escambia County
Community Redevelopment Agency
November 21, 2013–Time 8:45 a.m.
BOARD CHAMBERS, FIRST FLOOR
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA FLORIDA

Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 17, 2013 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the October 17, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

Vote: 4 - 0

III. Budget/Finance

1. Recommendation Concerning Cancellation of Five Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program:

A. Approve the following five lien cancellations, as the recipients have met their Grant requirements:

Property Owner	Property Address	Lien Amount
Pamela T. Clyde	303 SE Kalash Road	\$1,405
Patricia Finlay	304 SE Kalash Road	\$1,730
Terry Lamb	221 Payne Road	\$1,812

Hurey J. Smith	1230 West Bobe	\$3,700
Theresa I. Wade	200 Payne Road	\$1,030

B. Authorize the Chairman to execute the Cancellation of Lien documents.

Vote: 4 - 0

2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 214 Henry Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 214 Henry Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and David A. Wigley, the owner of residential property located at 214 Henry Street, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,087, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

3. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1217 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1217 Wisteria Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Gary L. and Lynn M. Van Natter, the owners of residential property located at 1217 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,515, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1220 Wisteria Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1220 Wisteria Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Justin Kaiser, the owner of residential property located at 1220 Wisteria Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,082 representing an in-kind match through Barrancas Tax Increment Financing, Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

5. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1716 West Saint Joseph Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1716 West Saint Joseph Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willis C. and Connie F. Fails, the owners of residential property located at 1716 West Saint Joseph Street, Pensacola, Florida, in the Englewood Redevelopment Area, each in the amount of \$1,175 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

6. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1305 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1305 Poppy Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kristin Davis, the owner of residential property located at 1305 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,107, representing an in-kind match through the

Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

7. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 219 Marine Drive - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 219 Marine Drive:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Joseph Barwick, the owner of residential property located at 219 Marine Drive, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,512 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

Vote: 4 - 0

8. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3600 North Palafox Street - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3600 North Palafox Street:

A. Approve the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and New Hope Missionary Baptist Church, the owner of commercial property located at 3600 North Palafox Street, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$8,774 representing an in-kind match through Neighborhood Restoration, Fund 151, Cost Center 220521, Object Code 58301 for connecting to sanitary sewer; and

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

Vote: 4 - 0

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5510

County Administrator's Report 14. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/16/2014

Issue: Enterprise Zone Development Agency Board Appointments

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Enterprise Zone Development Agency Board Appointments - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning Enterprise Zone Development Agency (EZDA) Board Appointments:

- A. Appoint Steven Littlejohn, Supervisor, Escambia County Environmental Code Enforcement, to fill the vacant Chair position, effective January 16, 2014;
- B. Appoint Danita Andrews, Director of Business Development, Greater Pensacola Chamber of Commerce, as a Representative from the Local Chamber, to fill the remaining term of Scott Luth, effective January 16, 2014, through October 30, 2015;
- C. Appoint Danita Andrews, Director of Business Development, Greater Pensacola Chamber of Commerce, to fill the vacant Vice Chair position, effective January 16, 2014;
- D. Appoint Peggy F. Fowler, Pensacola Habitat for Humanity, as a Representative of a Non-Profit Organization Located in an Enterprise Zone, to fill the remaining term of Meredith Nunnari, effective January 16, 2014, through March 18, 2014, and appoint her to a subsequent four-year term, effective March 19, 2014, through March 18, 2018;
- E. Appoint Commander Dale Tharp, Escambia County Sheriff's Office, as a Representative from the Local Law Enforcement Agency, to fill the remaining term of Larry Aiken, effective January 16, 2014, through October 30, 2015;
- F. Appoint Rebecca Hale, Executive Director, Escambia-Pensacola Human Relations Commission, to serve a four-year term as an At-Large Representative, to fill the position previously held by Commissioner Lumon J. May, effective January 16, 2014, through January 16, 2018.

BACKGROUND:

On November 6, 2013, the EZDA Board recommended the following actions concerning the EZDA Appointments:

A. Steven Littlejohn, Environmental Code Enforcement to serve as chair. His resume' is attached.

B. Danita Andrews, Pensacola Bay Area Chamber of Commerce, to serve as Vice Chair. Her resume' is attached.

C. Danita Andrews, Pensacola Bay Area Chamber of Commerce, to replace Scott Luth and to serve as a representative from the local Chamber. Her resume' is attached.

D. Peggy Fowler, Pensacola Habitat for Humanity, to replace Meredith Nunnare and to serve as a Non-Profit Organization representative located in an Enterprise Zone. Her resume' is attached.

E. Commander Dale Tharp, Escambia County Sheriff's Office, to replace Larry Aiken and to serve the remaining one year and ten month term as a representative from the local law enforcement agency. His resume' is attached.

F. Rebecca Hale, Executive Director, Escambia-Pensacola Human Relations Commission, to fill Lumon May's vacant position, and to serve a four-year term as an At-Large representative. Mr. May resigned from this position shortly after being elected as the County Commissioner of District 3. Ms. Hale resume' is attached.

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff has attached an updated copy of the EZDA Board membership list.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

There were no legal documents considered.

PERSONNEL:

CED/CRA staff will provide all administrative services for the EZDA Board.

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2003-48 provides that the Board will appoint a board of commissioners to serve as the EZDA Board.

IMPLEMENTATION/COORDINATION:

CED/CRA staff convenes quarterly meetings and coordinates with the EZDA Board to solicit their input and assistance in implementing the EZ Strategic Plan.

Attachments

Resumes for EZDA Jan 16 BCC

EZDA Roster Jan 2014



**Danita Andrews, Director of Business Development
Greater Pensacola Chamber of Commerce**

Danita Andrews joined the Greater Pensacola Chamber of Commerce, August of 2012. She is primarily responsible for implementing an aggressive business attraction, recruitment and retention strategy with emphasis on corporate location, relocation and expansion. Her role in Economic Development is locating and expanding target industry sectors in the Greater Pensacola area including client sales and outreach, business and partner networking and client management from initial outreach through final location of the business. Direct involvement in two recent projects resulted in announcement of 486 new jobs, 319 retained jobs, \$10 million new capital investment and \$15 million in new annual payroll to be realized for the Greater Pensacola/Escambia County area. These projects also assisted the Greater Pensacola Chamber in surpassing its Vision 2015 goals in Summer 2013, almost 2 years early.

Ms. Andrews also helps to increase awareness of economic development and the Chamber of Commerce's role in the community and actively cultivates relationships with local business, industry, public officials, commercial realtors and developers, financial institutions, public sector planners, workforce officials, and other regional economic development partners. She serves as an Ex-Officio member of the Century Chamber of Commerce and is serving on the steering committee for the development of the Town of Century's Economic Development Plan. Danita has been actively engaged in economic development on the statewide level. She previously served on the Northeast Florida Regional Council as Gubernatorial appointee for Enterprise Florida, the state's public/private partnership for economic development. In addition to active engagement in state initiatives such as Florida Chamber Foundation's Six Pillar Caucus, which provided strategic recommendations for Florida's Future Economy relating to Innovation and Economic Development; Ms. Andrews has held positions on the Board of Directors for the Florida Economic Development Council (FEDC) as Vice Chair of Education and Chair of the 2010 FEDC statewide Conference. She served two terms as Northeast Florida's District Director and received the 2009 FEDC District Director of the Year award in recognition of exemplary service to Florida's Economic Development Community.

Prior to joining the Greater Pensacola Chamber, Ms. Andrews served as Vice President of Economic Development with the Clay County Chamber of Commerce and Clay County Development Authority. Through her 20 year tenure in Northeast Florida, she led business development and project management spearheading relocation and expansion of fourteen rapidly growing companies and expansion of twenty-one existing local companies resulting in 2041 new jobs, 1420 retained jobs, \$46.766 average annual wages, more than \$179 million capital investment that involved development of over 2.65 million square feet of commercial/industrial real estate in Clay County. These projects included corporate headquarters, manufacturing and business service operations. Andrews also secured \$378K in Florida Defense Alliance grants to diversify the county's economic base and address military expansion and resources for support advocacy and military relations. She also pursued and obtained \$400K with successful US EPA Brownfields Grants for assessing economically distressed areas and preparing for community revitalization and redevelopment.

Ms. Andrews has an Associate of Science, Information and Computer Science degree from the University of Hawaii. She is a graduate of the Economic Development Institute (EDI) through the University of Oklahoma and has received continuing economic development credits toward certification with the International Economic Development Council. Andrews also completed the Basic Economic Development course from the University of South Florida and the ACCRA Research Methods for Economic Development Practitioners.

Danita is a native of Central Louisiana. She and her husband Bill have been married for 35 years and have two children, Rebecca and Zachary.

Peggy F. Fowler, AICP, has over 30 years of experience in both the public and private sector and possesses skills in site planning, comprehensive planning, public participation programs, market research, and grant writing. She has extensive experience coordinating the roles of private citizens and governmental staff in the development and implementation of both staff-driven and citizen-driven planning programs. Ms. Fowler possesses the ability to interpret legislation, rules and regulations relating to planning issues, and to integrate this knowledge in the implementation of planning programs and projects. She is also well-versed in the design, graphic and publishing disciplines.

EMPLOYMENT HISTORY

April 2012 to Present: Pensacola Habitat for Humanity, Pensacola, FL
March 2010 to Present: Peggy Fowler & Associates, Bagdad, FL
July 2007- February 2010: Land Design Innovations, Inc., Fort Walton Beach, FL Branch
July 2003- December 2006: City of Fort Walton Beach, Fort Walton Beach, FL
November 1997 to June 2003: Peggy Fowler & Associates, Pensacola, FL
November 1987- October 1997: City of Pensacola, Pensacola, FL
October 1980 - September 1987: Urban Systems, Inc., New Orleans, LA

EXPERIENCE

Ms. Fowler was the sole consulting planner, project manager, sub-consultant or planner responsible for the majority of the project for the following Florida clients/jurisdictions:

Comprehensive Plans/Land Development Codes (LDC)

2012 – Town of Century Comprehensive Plan
2011 – Manatee County, FL, Reorganization and Phase I Update of LDC
2011 – City of Gulf Breeze Comprehensive Plan
2009 – Comprehensive Plan Evaluation and Appraisal Report (EAR), City of Apopka
2009 – City of Palm Coast LDC
2009 – City of Clermont EAR and Comprehensive Plan
2007– Comprehensive Plan Amendments, Town of Laurel Hill; Majestic Oaks Vineyard, LLC
2000 – Okaloosa County Comprehensive Plan
1999 – Comprehensive Plans for the City of Chipley and Holmes County
1990– City of Pensacola Comprehensive Plan and EAR (Comprehensive Plan received the 1990 Florida DCA Growth Management Award for the best overall plan for a large municipality in Florida)
1992 – City of Pensacola Land Development Code

Community Redevelopment

2013 – PHFH NRI/NSP2 Success Measures Evaluation Plan
2009 – City of Gulf Breeze, Redevelopment Plan Update
2009 – City of Port St. Joe Redevelopment Plan Update
2008 – Finding of Necessity for North Port St. Joe
2007 – Fort Walton Beach CRA Plan Update
2002 – City of Lynn Haven, Finding of Necessity

Grant Writing and Administration

2011 – Corporation for National and Community Service, AmeriCorps Program Grant
2011 – RAED Program for Rural Escambia County Federal Grant
2009 – FDOT Landscape Grant - City of Gulf Breeze, US 98 Streetscape Plan
2009 – FDOT Landscape Grant - City of Port St. Joe, U.S. 98 Streetscape Plan
2004-2005 – Florida Housing Finance Corporation, HOME Again Disaster Relief Assistance Program for the City of Fort Walton Beach

Peggy F. Fowler, AICP

Principal
Peggy Fowler and Associates
P.O. Box 431
Bagdad, FL 32530
850.217.7914

Master of Urban and Regional Planning

University of New Orleans, LA, 1983

Bachelor of Landscape Architecture

Louisiana State University, Baton Rouge, LA, 1977

KEY EXPERTISE

- > Project and Staff Management
- > Growth Management Plans
- > Land Development Regulations
- > Redevelopment Plans
- > Grants Writing & Administration
- > Capital Budgeting
- > Appointed and Elected Boards Facilitation
- > Community Facilitation

AWARDS & CERTIFICATIONS

- > FPZA Award of Design Excellence, Millville Waterfront Vision Plan, 2011
- > Rotary Club of Fort Walton Beach Vocational Service Award, 2005
- > FPZA Award of Innovation in Redevelopment and Revitalization, Belmont-Devilliers Neighborhood Action Plan, 2004
- > DCA Florida Growth Management Award, Best Small City Comprehensive Plan, City of Pensacola, 1990

- 2003-2006 – CRA/CDBG Affordable Housing Residential Rehabilitation Grant Program
- 1996 – FDOT Highway Beautification Council Grant
- 1995 – State of Florida Historical Grant, Renovations to Saenger Theater, City of Pensacola

Master Plans, Corridor Plans, Community/Neighborhood Plans, Planning Studies

- 2010 – Millville Waterfront Vision Plan (*Received FPZA 2011 Design Excellence Award*)
- 2009 – City of Port St. Joe Parking Study
- 2009 – City of Palm Coast, Flagler County Airport Small Area Plan
- 2009 – Volusia County, Water Supply Plan
- 2006 – Fort Walton Beach Waterfronts Florida Vision Plan: Charting the Course
- 2004 – Focus on the Future, the Vision Plan for the City of Fort Walton Beach
- 2003 – Belmont Devilliers Neighborhood Action Plan (*Received 2004 FPZA Award of Innovation in Redevelopment and Revitalization*)
- 2002 – Bayou Chico Area Neighborhood Action Plan
- 2002 – Corridor Plans for Escambia County CRA
- 2001 – Florida Keys Scenic Highway Designation
- 2000 – Escambia County, Brownsville Business District Design Manual
- 1999-2000 – FDOT, Florida Scenic Highways Program Plans and Studies – Eligibility documentation for the Florida Keys Corridor Advocacy Group and Apalachicola National Forest Service; taught Florida Scenic Highways Training Course; developed Five-year Research Plan for the Scenic Highways Program
- 1998 – Escambia County Parks Master Plan
- 1996 – Pensacola Community Initiative Program (PCIP)
- 1996 – City of Pensacola Post Disaster Redevelopment Plan (PDRP)
- 1995-1997 – Pensacola Scenic Bluffs Highway Designation as First Florida Scenic Highway

Public Sector Planning Management Experience

1987-1997: Planner/Assistant Planning Director, City of Pensacola, FL

Prepared City's *Comprehensive Plan* adopted in 1990. Completely revised the City's *Land Development Code* to ensure consistency with the Comprehensive Plan. Developed the *PCIP matching grant program* that allows neighborhood associations to apply for matching funds to implement enhancement projects. Responsible for coordination with the Scenic Highway Foundation (Community Advocacy Group) to prepare eligibility documentation and the Corridor Management Plan required by the FDOT *Scenic Highways Program* for designation. Responsible for the design of a streetscape beautification plan in conjunction with writing a successful grant proposal for funding from the *FDOT Highway Beautification Council*. Responsible for the coordination of contractors in the implementation of the grant project, including the replacement of overhead utilities with underground services.

2003-2006 – Principal Planner, CRA, City of Fort Walton Beach, FL

As Principal Planner for the City's CRA, administered the Fort Walton *Beach CRA Redevelopment Plan*. Specific activities included site plan reviews; preparation of compatibility analyses; preparation of *annual budgets and capital improvement programs*; writing and administering grants; administration of the *Residential Rehabilitation Program*; review of bids; contract administration, final inspection and monitoring; preparation of conceptual site plans and streetscape plans for various areas within the CRA; quarterly *parking occupancy and turnover counts* in the core downtown area; coordination with Fort Walton Main Street and the Chamber of Commerce Downtown Business Owners Association; technical assistance for studies such as a plan for putting utilities underground and installing decorative street lighting along the Eglin Parkway Corridor and a downtown parking study.

PROFESSIONAL PRESENTATIONS

- > Florida Chapter of the American Planning Association Annual Conference, 2009, Green-based Economic Development: Revitalization of Florida's Historic Downtown Business Districts
- > Florida Main Street Annual Conference, 2009, "What is Green and Why Should Main Street Communities go Green"

MEMBERSHIPS/APPOINTMENTS

- > American Institute of Certified Planners (AICP)
- > National American Planning Association (APA)
- > Emerald Coast Section, Florida Chapter of the American Planning Association (APA-FL); Chairman 2009-2011
- > West Florida Regional Representative (2009-2011) for the Florida Redevelopment Association (FRA)

2009 N Davis Highway/32503
850.432.9476
rhale@ephrc.org

(850) 437-0510

Rebecca Hale

Objective

To establish and maintain effective working relationships with citizens, community organizations, government officials, employees, and Commission members.

Experience

Interim Executive Director

October 2007-August 2008

Escambia-Pensacola Human Relations Commission

14 West Jordan Street Suite 2E

Pensacola, FL

Responsible for the internal and external day-to-day operations of the EPHRC. Implementation of the goals and mission while fostering relationships which promote fair and equal treatment in regards to housing, employment and community relations.

Office Manager

October 1997 – September 2007; Aug. 2008 - Present

Escambia-Pensacola Human Relations Commission

2257 N Baylen Street

Pensacola, FL

Responsible for the internal day-to-day operations of the EPHRC.

Administrative Assistant

October 1992-September 1997

Escambia-Pensacola Human Relations Commission

14 West Jordan Street Suite 2E

Pensacola, FL

Education

Oct. 2008 - Oct 2010 Columbia Southern University Orange Beach, AL

- ♦ B.A., Business Administration with minor in Human Resource Management

Aug. 1990-Dec. 1992 Pensacola Junior College Pensacola, FL

- ♦ A.S., Business Office Systems Technology

Interests

Fostering good relationships between citizens and communities.

Positives

- ◆ Positive relationships with community leadership to include City Council, County Commissioners, City Manager and County Administrator.

Training/Certification

- ◆ Mediator Trained
- ◆ Certified and Bonded Notary

References Submitted Upon Request

RESUME

Lieutenant Steven Littlejohn
Environmental Enforcement Supervisor
Escambia County Environment Enforcement Division

Current job title is Lieutenant; duties include supervising and training Environmental Enforcement and certified Law Enforcement Officers including two Sergeants and thirteen officers. Other duties include representing the County in public meetings and all Special Magistrate hearings involving dilapidated structures and any not prosecuted by the County Attorney's office. Also serve as the liaison between the department and the Florida Department of Law Enforcement, maintaining officers' files, training requirements and submitting survey and document request. Assist all other county departments in implementing and enforcing the Code of Ordinances and the Land Development Code. I have 28 years experience with Escambia County. Certifications include Florida Department of Law Enforcement Recruit Training, Instructor Techniques, Line Supervision, Community and Human Relations, Middle Management, the International Code Council Property Maintenance and Housing Inspector, Florida Department of Environmental Protection Storm Water Management Instructor and all three levels of the Florida Association of Code Enforcement.

RESUME

**Commander Dale Tharp
Escambia County Sheriff Office
1700 West Leonard Street
Pensacola, FL 32501
850-436-9939**

Commander Dale Tharp received his AS degree in Law Enforcement through Pensacola Junior College and went on to graduate from Florida State University with his BS in Criminology and AA in General Studies. He started with the Escambia County Sheriff's Office in 1982 as a Road Deputy. Due to his tenacity and strong work ethic, he has steadily risen through the ranks ever since. Not long after becoming a Road Deputy, he was promoted to a Field Training Officer then to the Motor Unit as a Motorcycle Deputy. He continued to excel in his chosen career and was quickly assigned to the Investigators Division as a Property Crimes Investigator and the Auto Theft Unit. If you ask Commander Tharp which assignment he is most proud of, he would mention how he was the first School Resource Officer for the Escambia County Sheriff's Office. Helping the community has always been the driving force behind his dedication to the Sheriff's Office, which is why his career path has led him to his current position as the Commander over the Community Services Division.

ESCAMBIA COUNTY ENTERPRISE ZONE DEVELOPMENT AGENCY BOARD

Board Members	CATEGORY	TERM EXPIRES				
Danita Andrews, Vice-Chair	Local Chamber	10/30/2015	P.O. Box 550 Pensacola, FL 32591	Greater Pensacola Chamber of Commerce	438-4081	dandrews@pensacolachamber.com
Larry Strain	At-Large	7/21/2015		UNITED BANK	291-1374	larrystrain@gmail.com
Jaunita Williams	Resident Living in EZ	10/30/2015	318 Frisco Road Pensacola, FL 32507	Edgewater Homeowners' Association & Neighborhood Watch	455-6993	haucho@aol.com
Teresa Frye	Local Finance Entity	7/21/2015	940 Creighton Road Pensacola FL 32504	HANCOCK BANK	324-5243 cell 473-4327 wk	teresa.frye@hancockbank.com
Steven Littlejohn, Chair	Local Code Enforcement	2/21/2017	3363 West Park Place Pensacola, FL	Escambia County Environmental Code Enforcement	471-6161 cell 554-2759	steven_littlejohn@co.escambia.fl.us
Susan Nelms	Local Workforce Development Board	10/30/2015	9111 Sturdevant St - Suite A Pensacola, FL 32514	Workforce Escarosa	712-3757	snelms@escarosa.org
Nita Freeman	Resident Living in EZ	2/21/2017	420 Norris Avenue Pensacola, FL 32505	Bell Acres Neighborhood Watch	292-3879	nl.freeman@cox.net
Ruth McKinon	At-Large	7/21/2015	4416 Cedarbrook Drive Pensacola, FL 32526	Coordinator Training Development Pensacola State College	484-1363	rmckinon@pensacolastate.edu
Dr. Andrew Armani	Business located in EZ	3/18/2014	3840 West Navy Blvd Pensacola, FL 32507	Owner/Veterinarian - Navy Boulevard Animal Hospital	455-1349 or 476- 0172	andrew.armani@gmail.com
Peggy Fowler	Non Profit Organization Located in EZ	3/18/2018	300 W. Leonard St Pensacola, FL 32501	Pensacola Habitat for Humanity	434-5456 ext 106	pfowler@pensacolahabitat.org
Cmdr Dale Tharp	Local Law Enforcement	10/30/2015	1700 W. Leonard St Pensacola, FL 32501	Escambia County Sheriff's Office	436-9445 wk 554-1384 cell	srooic@escambiaso.com
Rebecca Hale	At-Large	1/15/2018	2257 N. Baylen St Pensacola FL 32501	Escambia-Pensacola Human Relations	437-0510	rhale@ephrc.org
County Staff						
Ms. Clara Long	CRA Division Manager		221 Palafox Pl, Suite 305 Pensacola, FL	Escambia County CRA	698-1953	cflong@myescambia.com

For Changes or Updates to Information, Please email: cflong@myescambia.com

Revised 12/18/2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5513

County Administrator's Report 14. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/16/2014

Issue: Request for Disposition of Property for the Community & Environment Department

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, Community & Environment Department Director

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

BACKGROUND:

The Escambia County Water Quality laboratory was located on the northwest corner of Maxwell Street and Baylen Street from April 2006 until August 2010 in a portable modular building. In 2010, the laboratory was permanently moved to the newly constructed Central Office Complex located on West Park Place. The modular building and associated enclosed area continued to be used as equipment storage until 2012. The building is no longer necessary to support laboratory operations.

BUDGETARY IMPACT:

N/A

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 Part B.1, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Property will be auctioned or disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Disposition Form

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Community & Environment

COST CENTER NO: 210371

Susan Holt

DATE: 12/17/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Susan R Holt

Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	B901676	Portable Modular Building	N/A	12' x 48'	2006	Fair

Disposal Comments: The building is no longer of use to Escambia County and can be auctioned as surplus.

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:

Date: 12/17/2013

FROM: Escambia County Department Director (Signature):

Keith Wilkins

Director (Print Name): Keith Wilkins

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5528

County Administrator's Report 14. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/16/2014

Issue: Request for Disposition of Property

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statute 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Public Safety Department will remove the appropriate property tag(s) and return them with a copy of the associated disposition form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

Attachments

Property Disposition 1/6/14 BCC

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Dept.: Public Safety

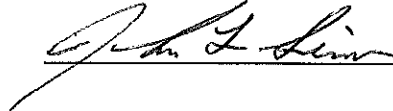
COST CENTER NO: 330206

John Sims

DATE: _____

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501119	Truck SVC Air 6	1HTSDNHR2MH353055	E-One	1991	Fair
N	502100	Sedan	2FAFP71W1YX156469	Ford	2000	Poor
N	45682	Truck PU 4/4 Ton	1FTHW26G6VEC31190	4 X4	1997	Poor

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration

Date: 12/27/13

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

Date: _____

TO: Board of County Commissioners

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5585

County Administrator's Report 14. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/16/2014

Issue: Council on Aging of West Florida, Inc., Appointment

From: George Touart

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Council on Aging of West Florida, Inc. - George Touart, Interim County Administrator

That the Board confirm the appointment of Commissioner Lumon J. May to the Council on Aging of West Florida, Inc., to serve a two-year term, effective January 1, 2013, through December 31, 2015, as requested by John B. Clark, President/CEO.

BACKGROUND:

Commissioner was previously appointed to serve on the Council on Aging through December 2013.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I, B1, Appointment Policy Procedures, requires confirmation by the Board of all appointments to Boards and Committees on which Commissioners serve.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from John Clark



December 18, 2013

875 Royce Street/P.O. Box 17066
Pensacola, Florida 32522-7066
(850) 432-1475
FAX (850) 479-7986
Florida Relay: 711
www.coawfla.org
info@coawfla.org

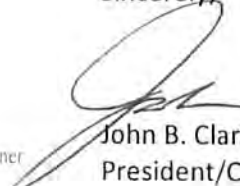
Judy Witterstaeter
Board of County Commissioners
221 Palafox Place
Suite 420
Pensacola, FL 32502

Dear Judy:

This is to let you know that Escambia County Commissioner Lumon May was re-elected to a two year term as a director of the Board of Directors of the Council on Aging of West Florida, Inc. His term will run through December 2015. This action occurred at the annual meeting of the agency's Board of Directors on Tuesday, December 17.

We would hope that the Board of County Commissioners would concur with this action. Please contact me if you need any further information.

Sincerely,



John B. Clark
President/CEO

OFFICERS

Chair
DeeDee Davis
First Vice Chair
Caton Sjoberg
Second Vice Chair
Robert Mills
Secretary
Pensacola Councilmember
P.C. Wu
Treasurer
James M. "Mick" Novnta
Immediate Past Chair
Dona Ustry

BOARD MEMBERS

Lorenzo Aguilar
Malcolm Ballinger
James R. Barnett, Ed.D.
Ann Brown
Sonya Daniel
Meagan Enderson
Rabbi Joel Fleekop
Donna E. Jacobie, M.D.
Thomas Lampone, M.D.
Windy Levin
Kathleen Logan
Escambia County Commissioner
Lumon May
Chaplain Larry Mosley
John Peacock
Tara Peterson
Santa Rosa School Board District 1
Diane L. Scott, Ph.D.
Monica Sherman
Sue Straughn
Bettye Swanston
Edgar M. Turner
Marie K. Young

MEMBERS EMERITI

Joe Black
Rosemary Bonifay
John Brick
Kenneth Kelton
Zola Lett
Charles H. Overman, III
Malcolm Parker
Margaret Poppell
Ethel Tamburello

PRESIDENT/CEO

John B. Clark



Please remember the Council on Aging of West Florida, Inc. in your will and let us know when you do so we can thank you.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5580

County Administrator's Report 14. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/16/2014

Issue: Request for Disposition of Property

From: Chris Jones, Property Appraiser

Organization: Escambia County Property Appraiser

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for Disposition of Property for the Office of the Escambia County Property Appraiser - Chris Jones, Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

BACKGROUND:

Equipment is obsolete

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

Request for Disposition of Property Form

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Property Appraiser COST CENTER NO: _____

Chris Jones

DATE: 1/03/2014

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 434-2735

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	46410	HP LaserJet 5	USLB008160	HP LaserJet 5	1997	Good
Y	46411	HP LaserJet 5	USLC014192	HP LaserJet 5	1997	Good
Y	48553	Xerox Copier	L7G-139723	Xerox	1999	Bad
Y	56736	Xerox Phaser 8560 Color Printer	FBT049095	85060/DT	2003	Bad
Y	55938	IBM INFOPRINT 1585	515633	InforPrint 1585	2004	Good
Y	54061	IBM INFOPRINT 1145	153822	InfoPrint 1145	2005	Good

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Danielle Horton

Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC

☒ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 1/03/2014

Information Technology Technician Signature: 

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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 11.19.13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5594

County Administrator's Report 14. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/16/2014

Issue: Scheduling of Appeal Hearing of a Decision by the Contractor Competency Board on December 11, 2013

From: Glenda Sue Garrett White, Administrative Assistant

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on December 11, 2013 - Donald R. Mayo, Interim Building Official/Department Director

That the Board approve the scheduling of an Appeal Hearing for February 6, 2014, at 5:32 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its December 11, 2013, meeting), as filed by Albert McLammy, Complainant/Petitioner, in the matter number: Citation 2013 7K / Complaint No.: UN130500203 - Timothy L. Duggins and Duggins Carpet Care, Inc.

BACKGROUND:

The above referenced case is an unlicensed contractor citation matter against Timothy L. Duggins and Duggins Carpet Care, Inc., who is contesting the citation. Counsel for Mr. Duggins filed a Motion for Stay in the citation hearing pending the outcome of a related county court matter. The Contractor Competency Board held a hearing on December 11, 2013, granting the Motion.

Petitioner/Complainant, Albert McLammy, is seeking an appeal of the Contractor Competency Board's decision to stay the proceeding.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This matter has been coordinated with Ryan E. Ross, Assistant County Attorney, under Sec. 18-59. - Appeals, Escambia County Code of Ordinances.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with the code of ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Duggins' Petition for Review

ESCAMBIA COUNTY BOARD of COUNTY COMMISSIONERS

**IN RE: Duggins Carpet Care, Inc.
Duggins Services and Timothy Duggins**

**Albert McClammy,
Complainant/Petitioner,**

CITATION 2013-7K

**PETITIONER/COMPLAINANT'S PETITION FOR REVIEW OF CONTRACTOR
COMPETENCY BOARD DECISION WHICH IMPROVIDENTLY
GRANTED A STAY OF PENDING CITATION APPEAL**

COMES NOW Homeowner/Complainant, Albert McClammy, by the undersigned pursuant to sec.18-59, Escambia County Ordinances, to appeal a decision of the Contractor Competency Board (CCB), made at its December 11, 2013, meeting. In support, Complainant shows the following:

Factual History In Support of Petition

1. At a December 11, 2013, meeting, the Escambia County CCB granted a Motion for Stay of a citation appeal for citation 2013-7K, which Mr. Duggins filed before that Board (excerpted CCB minutes, agenda item #10, A., attached hereto as Ex. A). The motion was based primarily on the stated reason that Duggins filed a breach of contract suit in county court against Complainant first, which is pending before that court. The request to stay that proceeding was objected to as unwarranted and improper by the Petitioner. Petitioner reaffirms and incorporates all objections to the stay stated in his Response Opposing the Motion for Stay, which should be provided to each Commission member along with a copy of the motion itself by CCB staff per sec. 18-59(b), Escambia County Ordinances.
2. From early October 2012, through early 2013, Duggins Services engaged in work at Homeowner's home, the scope of which included unlicensed/unpermitted work cited by the county in its October 31, 2013 citation (2013-7K). In early January 2013 this "matter" began with the county.
3. On January 3, 2013, Escambia County Building Inspector Robert Kyles issued a cease/desist notice email pending investigation, based on the fact no licensing or permits could be found for Duggins Services to undertake the scope of work being performed at Homeowner's home, after the Homeowner contacted the Building Department with complaints about the work Duggins was doing. On January 31, 2013, a

subsequent email informed Duggins and the Petitioner that a licensed contractor would be required to complete the work. (Email copies attached hereto as Composite Ex. B).

4. Following discussions between the building inspector and the respective parties spanning the next few months, Mr. Duggins then filed a contract court action against the homeowner May 24, 2013, seeking to force payment from McClammy of disputed homeowner proceeds totaling about \$8000, after he was ordered to cease/desist work.

5. On or about May 31, 2013, Inspector Kyles met with the Homeowner and had Mr. McClammy fill out a formal complaint affidavit officially initiating the investigation portion of this matter. The county issued a preliminary "Notice of Violation" against Duggins on June 3, 2013, and the final citation issued October 31, 2013. The appeal process and decision to stay followed accordingly. Thus, this regulatory action was initiated January 3, 2013, and culminated after a formal complaint investigation, with a formal citation. Duggins' contract suit came months after the county initiated regulatory action.

**CCB Stay Decision Denies Homeowner the Protection of Due Process
and the Procedural Rights Required of A Governmental Regulatory Action**

6. In this situation, justice delayed is truly justice denied. Homeowner/Petitioner has suffered direct adverse consequences from the CCB stay decision of having justice denied him now for over a year, resulting in further delay. Now based on the CCB's rationale to grant a stay stated on the record, "...to let the parties work this out in court" (of litigating the issues of whether there are violations as charged) the additional grievance of cost and burden is placed on the Petitioner. This means the homeowner/Petitioner has to both defend against Duggins' vigorously contested contract action, while concomitantly being made to prosecute/prove up violations of the county issued citation before the wrong forum in a civil contract action in county court, while the county regulatory action before the CCB is stayed. That is an absurd requirement for a local government regulatory entity to place on a victimized private citizen, which deprives any such victimized citizen the regulatory protection of the governmental action, and violates the fundamental due process of law which is required of such regulatory actions.

Memorandum of Law In Support of Petition

7. The determination and enforcement of what contractor activity requires a license/permit is an inherent delegated power of the governmental agency given jurisdiction over such issues by the legislature. For example, sec. 489.127(5), Florida Statutes provides:

489.127 (5) Each county or municipality may, at its option, designate one or more of its code enforcement officers, as defined in chapter 162, to enforce, as set out in this subsection, the provisions of subsection (1) and s. 489.132(1) against persons who engage in activity for which a county or municipal certificate of competency or license or state certification or registration is required.

(a) A code enforcement officer designated pursuant to this subsection may issue a citation for any violation of subsection (1) or s. 489.132(1) whenever, based upon personal investigation, the code enforcement officer has reasonable and probable grounds to believe that such a violation has occurred

(d) The act for which the citation is issued shall be ceased upon receipt of the citation; and the person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within 10 days of receipt of the citation, exclusive of weekends and legal holidays, request an administrative hearing before the enforcement or licensing board or designated special magistrate to appeal the issuance of the citation by the code enforcement officer.

1. Hearings shall be held before an enforcement or licensing board or designated special magistrate as established by s. 162.03(2), and such hearings shall be conducted pursuant to the requirements of ss.162.07 and 162.08.

8. In this case the county building official and competency board are the governmental entities vested with pre-emptive primary jurisdiction over such issues, not a county court. A judge/jury of laymen in a court contract action are not the proper forum for a decision on what activity by a contractor does/does not require license/permitting within a local area. In fact, even the state construction regulatory agency defers to the primary authority for building construction violation issues when the appropriate county enforcement entity is investigating such a matter (See Ex. C, DBPR closure letter deferring jurisdiction to the Escambia County Building Dept. in this matter).

9. This honorable County Commission in the wisdom of past legislation and governance has in fact fully exercised its authority to establish pre-emptive primary jurisdiction over such issues pursuant to sections 125.01, 125.56, Florida Statutes, Sec. 14, Escambia Building Code Ordinance, and specifically adopted due process requirements required by law for enforcement action and appeal hearings when requested. See sections 162.05, 162.06, 162.07, Florida Statutes, and Sections 14, 18 and 30, Escambia County Ordinances.

10. The stay of the county's enforcement action appeal at additional cost and burden to the homeowner is clearly improper in this situation; the stay circumvents the county's own required procedural requirements, penalizes the complainant instead of the charged

violator, and deviates from the due process of law required of such regulatory actions. It is improper for the CCB to “wait and let the parties work all that out in court....”.

11. A concern presented in support of the stay was that Mr. Duggins may have to try the citation issues twice—before the CCB hearing and in the court action. That is incorrect. If the competency board affirms the citation, the county court will be asked to recognize and defer to that decision on that related issue, and it will not be a subsidiary issue to be tried again. Mr. Duggins’ contract breach action is not at all the same issue as involved in the county’s citation issued against him. There is no valid legal basis for granting of such a stay based on some notion that the contract breach issues and the citation issues are identical. They are not. In fact, the county court will only be able to note that a citation was issued, and the appeal stayed, without the benefit of the finality of the enforcement action before the court. The court will be required to defer that finding under authority granted to the CCB and county, or will be asked to stay its action by motion or writ of certiorari/mandamus review, until this matter is properly resolved before the county accordingly. It is an endless cycle which needs to be resolved.

12. The issue of a county building code violation is properly resolved before the CCB administrative appeal hearing, while the distinct issue of a breach of contract and counter-claim is distinct and only proper within the court filed in. To this effect, see **State Dep’t of Transportation v. Gary**, 513 So. 2d 1338 (Fla. 1st DCA 1987), (attached as Ex.D) in which the first district court of appeal lifted a circuit court’s stay of an administrative appeal hearing, and ordered the administrative appeal hearing to be conducted as the proper route of appeal provided by law in a similar situation where a contractor was suspended for delinquent contract performance by DOT. DOT provided an administrative route of appeal as required on the delinquent performance/suspension determination, while the contractor simultaneously filed a contract suit against DOT in circuit court alleging DOT caused delinquent performance leading to the breach. The contractor initially got the court to stay the administrative appeal hearing, claiming issues were the same and that the court should be the forum to hear the issues by right to a jury trial. The order to stay the administrative hearing was found to be error, and an abuse of discretion by the appeals court. That is the situation here in that the stay of the citation appeal hearing process is improper notwithstanding the filing of a contract suit against the complainant/petitioner by the charged violator. The issues/findings in each respective forum are simply not identical, though some issues intersect tangentially and

in fact are more dependent upon the proper finding of a code violation before the county first.

13. Moreover, the stay of the citation appeal so the CCB can wait on violation findings from the violator's pending civil suit is tantamount to the county's legislative/executive branch delegating inherent ministerial duties upon the judicial branch. This runs afoul of the separation of powers conferred by the state and federal constitutions. Under constitutional separation-of-powers provisions, laws are enacted by the legislature, administered by the executive and interpreted by the judiciary. The legislative/executive agencies of government cannot delegate their own inherent duties and powers to the judicial branch. **Mistretta v. United States**, 488 U.S. 361, 109 S. Ct. 647, 102 L. Ed. 2d 714 (1989); **Conner v. Joe Hatton, Inc.**, 216 So.2d 209, 210 (Fla.1968). Pre-emptive primary authority over building code enforcement actions exercised by the CCB are conferred upon it by the legislature and County Commission. It is an improper act of delegation of that authority for the CCB to defer to a county court's finding/decision on code citation violation issues while the citation appeal is properly before the CCB as the administrative route of appeal provided by law. The charged violator should be required to exhaust all administrative remedies of appeal to finality, before resorting to judicial review of executive branch regulatory findings.

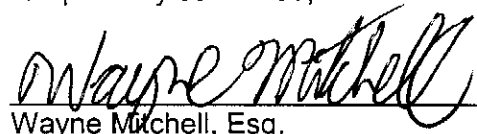
Conclusion

WHEREFORE, it is respectfully requested that the Board grant a hearing in early to mid-February 2014 for review, and subsequently direct the CCB to lift the improvident stay of this citation appeal proceeding, and cause Mr. Duggins/Duggins Services, to proceed to hearing before that Board as the proper forum/process provided by law for a determination on the citation issues re: unlicensed/unpermitted work by Duggins in Escambia County, Florida at homeowner's residence.

I HEREBY CERTIFY that a copy of this petition has been served on the following via email, pursuant to Rule 2.516, on this 31st day of December, 2013:

Keith W. Weidner
Primary: kweidner@twwlawfirm.com
Secondary: dmason@twwlawfirm.com
Stephen R. Moorhead
srmoorhead@pensacolalaw.com
Attorneys for Plaintiff

Respectfully submitted,


Wayne Mitchell, Esq.
Fla. Bar # 869414
6781 Augustine Creek CT
Tallahassee, FL 32311
(850) 567-0555

Index to Exhibits

- Exhibit A: Excerpt: CCB minutes December 11, 2013 Meeting, agenda item #10.A.
- Exhibit B: Email copies of cease/desist from County Inspector Kyles to Mr. Duggins in January 2013 (Composite)
- Exhibit C: DBPR closure letter deferring jurisdiction to the Escambia County Building Dept. in this matter, September 17, 2013.
- Exhibit D: **State Dep't of Transportation v. Gary**, 513 So. 2d 1338 (Fla. 1st DCA 1987).

EXHIBIT

A

MINUTES

Escambia County CONTRACTOR COMPETENCY BOARD December 11, 2013

Present: Vice Chairman John Matthews
Victor Wallace
Mike Batchelor
Sam Menezes
Trice Dukes
David Schwartz
Leroy White
Verris Magee
James Reynolds

Absent: Chairman James Lee

Staff Present: Sue Garrett, Secretary
Ryan Ross, Assistant County Attorney

Attendees: Kerra A. Smith, Assistant County Attorney
Kathy Peterson, BID Admin Supervisor
Robert Kyles, Senior BID Investigator
Deb Asplund, BID Investigator
Ron McGlothren, Chief Building Inspector
T. A. Boroski, Jr., Esq.
Lewis "Bo" Harper, Esq.
Stephen Moorhead, Esq.
Keither Weidner, Esq.
Fred Watson
Christine Gary
William Gulsby
Matthew S. Caldwell, Applicant/Contractor
Ms. Adelia Wilson
Robert Pettry, Contractor
Timothy Stout, Applicant/Contractor
Jarrett Edward Jackson, Applicant/Contractor
Albert McClammy, Homeowner/Complainant
Richard J. Muckey, Jr.
Gerald M. Palmer
Raymond Palmer

1. Call to Order - Vice Chairman Matthews called to order the regular meeting of the Escambia County Contractor Competency Board at 9:00 a.m. on Wednesday, December 11, 2013, in Room 104 of the Central Office Complex.
2. Determination of Quorum - Vice Chairman Matthews confirmed a quorum of members were present.
3. Proof of Publication - Vice Chairman Matthews, upon inquiry, confirmed the meeting date and time was properly advertised in then Pensacola News Journal on December 7, 2013.
4. Approval of Minutes: October 9, 2013

Motion made by James Reynolds, Seconded by Leroy White to approve the October 9, 2013 Contractor Competency Board Meeting Minutes as prepared by the Board Secretary.

Vote: 9 - 0

5. Public Forum - No speakers present.

6. Board Secretary Status Report:

The Board Secretary announced that she had no report at this time and deferred to Ryan E. Ross, Assistant County Attorney. Mr. Ross informed Members this would be his last meeting as he has been reassigned to the Planning Board. Members expressed their appreciation to Mr. Ross for his assistance through the years. Mr. Ross introduced Kerra A. Smith, Assistant County Attorney, who is now assigned to the Contractor Competency Board. Ms. Smith briefly addressed Board Members who welcomed her.

7. Old Business

- A. Members received an Information Report from Staff regarding the status of previous disciplinary action against HAFDIS B. WRIGHT, Certificate of Competency License No.: RR0186. Mrs. Wright has been issued a Notice to Appear for the Contractor Competency Board Meeting to be held on January 8, 2014 for failure to comply with the Board's Orders.
- B. Richard J. Muckey, Jr. was present regarding his Application For Reciprocity (General Contractor) approved on September 11, 2013, contingent upon applicant submitting additional Experience Verification Form.

Motion made by Sam Menezes, Seconded by Leroy White to accept the additional experience verification affidavit received on behalf of Richard J. Muckey, Jr. and approve Reciprocity from Santa Rosa County as a General Contractor.

Vote: 9 - 0

- A. **COMPLAINT: WILLIAM L. GULSBY vs. ROBERT G. PETTRY and PETTRY PLUMBING AND GAS** (Contractor Competency License No.: MP0268). William Gulsby and Robert G. Pettry were present.

Motion made by James Reynolds, Seconded by Leroy White to dismiss the Complaint as filed by William L. Gulsby against Robert G. Pettry and Pettry Plumbing and Gas, upon finding no cause exists for further disciplinary action, and after deliberation of information provided by each party and comment from BID Investigation staff that no building code violation existed.

Vote: 8 - 1

10. **HEARINGS:**

- A. **HEARING - MOTION FOR STAY** FILED ON BEHALF OF TIMOTHY L. DUGGINS/DUGGINS CARPET CARE, INC.
RE: CITATION 2013 7K/COMPLAINT NO.:UN130500203/TIMOTHY L. DUGGINS/DUGGINS CARPET CARE INC.
UNLICENSED CONTRACTING, F.S. 125.26 (1 CT); UNLICENSED CONSTRUCTION, F.S. 489.127 (1 CT ELECTRICAL; 1 CT PLUMBING; 1 CT INSULATION); and
HOMEOWNER/COMPLAINANT'S RESPONSE OPPOSING RESPONDENT/APPELLANT'S MOTION FOR STAY FILED ON BEHALF OF ALBERT McCLAMMY, HOMEOWNER/COMPLAINANT, JOB LOCATION: 13211 LILLIAN HIGHWAY, PENSACOLA, FL
Stephen Moorehead, Esq. and Keith Weidner, Esq., Counsel for Timothy L. Duggins were present. Albert McClammy, Homeowner/Complainant, was present. Mr. McClammy's counsel, Wayne Mitchel, Esq., was not present due to a conflict.

Motion made by James Reynolds, Seconded by Sam Menezes to approve the Motion for Stay until the disposition of the County Court case is made known to the Contractor Competency Board.

Vote: 7 - 2

- B. **HEARING:** GERALD MOSHE PALMER, CITATION 2013 6K / COMPLAINT NO.: UN130800348 (UNLICENSED CONTRACTING, F.S. 489.127 (1 CT); UNPERMITTED CONSTRUCTION, F.S. 125.56 (1 CT)
JOB LOCATION: 1013 WATERFORD LANE, PENSACOLA, FL 32514

Mr. Palmer was present with counsel, T. A. Borowski, Jr., Esq. and Lewis "Bo" Harper, Esq. Ms. Christine Gary, Homeowner/Complainant was also present.

Motion made by James Reynolds, Seconded by Victor Wallace to dismiss Citation No.: 2013 6K / Complaint No.: UN130800348, after deliberation of sworn testimony given in this matter and upon a finding that no cause exists for further disciplinary action against Gerald M. Palmer.

Vote: 7 - 2

EXHIBIT

B

XFINITY Connect

wayne.mitchell09@comcast.net

± Font Size ±

Fwd: Fwd: 13211 LILLIAN HWY**From :** aleemcc@cox.net

Thu, Jan 31, 2013 11:34 PM

Subject : Fwd: Fwd: 13211 LILLIAN HWY

1 attachment

To : wayne mitchell09 <wayne.mitchell09@comcast.net>

--
Lee McClammy

> Date: Thu, 3 Jan 2013 13:51:06 -0500
> From: <peggymcc@cox.net>
> To: aleemcc@cox.net
> Subject: Fwd: 13211 LILLIAN HWY
>
>
> > From: Robert Kyles <RKYLES@co.escambia.fl.us>
> > To: "peggymcc@cox.net" <peggymcc@cox.net>
> > Date: Thu, 3 Jan 2013 09:05:14 -0600
> > Subject: 13211 LILLIAN HWY
> >
> > All construction at subject address is to cease and desist until licensing confirmation has been completed for Duggins LLC. Contact me with questions.
> >
> > [cid:image001.png@01CDE991.710CB3C0]
> > Robert Kyles, Jr.
> > Investigator, #984
> > Development Services Department
> > Licensed and Unpermitted
> > Investigations Division
> > 3363 West Park Place, Pensacola, FL 32505
> > (850)595-3566 (desk) or (850)554-0656 (cell)
> > Email: rkyles@co.escambia.fl.us (850)595-3401 (fax)
> >
> > Click here to visit us online for fillable required forms or request inspections using our online services:
> >
> > <http://www.zoomerang.com/Survey/WEB22FASXK48EY>
> >
> >
> > Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



image001.png
13 KB

EX-A

From: Robert Kyles <RKYLES@co.escambia.fl.us>

To: "tduggins@dugginsservices.com" <tduggins@dugginsservices.com>,
"lmitchell@dugginsservices.com" <lmitchell@dugginsservices.com>

CC: Amru Meah <ameah@co.escambia.fl.us>, "aleemcc@cox.net" <aleemcc@cox.net>

Date: Thu, 31 Jan 2013 10:55:57 -0600

Subject: 13211 LILLIAN HWY

> >

> > Further investigation has revealed that replacement vice repair at subject property has occurred and will require a licensed contractor.

> >

> > Per our conversation today, Duggins Services agrees not to return to subject property. A licensed contractor will obtain necessary permitting for sheetrock and insulation installation no later than February 5, 2013. Licensed contractor will complete repairs and call for final inspection no later than February 15, 2013.

> >

> > Mr. Duggins please confirm receipt of this email

> >

> > [cid:image002.png@01CDFFA1.8C4804C0]

> > Robert Kyles, Jr.

> > Investigator, #984

> > Development Services Department

> > Licensed and Unpermitted

> > Investigations Division

> > 3363 West Park Place, Pensacola, FL 32505

> > (850)595-3566 (desk) or (850)554-0656 (cell)

> > Email: rkyles@co.escambia.fl.us (850)595-3401 (fax)

> >

> > Click here to visit us online for fillable required forms or request inspections using our online services:

> >

> > <http://www.zoomerang.com/Survey/WEB22FASXK48EY>

> >

> >

> >

> > _____
> > Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

EXHIBIT

C

Ken Lawson, Secretary

Rick Scott, Governor

September 17, 2013

Mr. Albert McClammy
13211 Lillian Highway
Pensacola, FL 32506

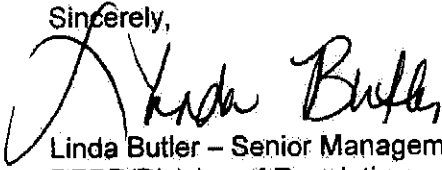
Dear Mr. McClammy:

Thank you for your recent complaint regarding Mr. Timothy Duggins of Duggins Services. Your complainant was received on May 30, 2013, reviewed on June 7, 2013 and case number 2013-023986 was assigned. Your complaint was forwarded to the Ft. Walton Regional Office where an investigation was conducted.

The department is very concerned about unlicensed activity and we take various steps in helping to combat this problem. When unlicensed activity is found the Department usually issues a Notice to Cease & Desist, a Citation, or conduct an investigation and refers the matter for criminal prosecution. During our investigation we determined the Escambia County Building Department already begun an enforcement action against Mr. Duggins, therefore we closed our case.

I hope this information is helpful and thank you for the opportunity to address your concerns.

Sincerely,



Linda Butler – Senior Management Analyst II
DBPR/Division of Regulations
1940 North Monroe Street
Tallahassee, FL 32399
Phone: 850.488.6603 Fax: 850.921-2124

Cc: Mr. Wayne Mitchell, Esq.
6781 Augustine Creek Ct.
Tallahassee, FL 32311

EXHIBIT

D

STATE, DEPT. OF TRANSP. v. GARY No. 87-538.

513 So.2d 1338 (1987)

STATE of FLORIDA, DEPARTMENT OF TRANSPORTATION, Petitioner,
v.
William L. GARY, Circuit Judge, Second Judicial Circuit, and Wilkinson & Jenkins Construction Co., Inc.,
Respondents.

District Court of Appeal of Florida, First District.

October 7, 1987.

Rehearing Denied November 13, 1987.

Thomas H. Bateman, III, Gen. Counsel, and Franz Eric Dorn, Dept. of Transp., Tallahassee, for petitioner.

Patricia H. Malono and Joseph W. Lawrence, II, of Cummings & Lawrence P.A., Tallahassee, and Robert A. Butterworth, Atty. Gen., and Walter Meginnis, Asst. Atty. Gen., Tallahassee, for respondents.

WIGGINTON, Judge.

The Department of Transportation (DOT) petitions for a writ of prohibition or, in the alternative, writ of certiorari seeking review of an interlocutory order entered by respondent Circuit Judge William L. Gary granting the motion to stay administrative proceedings filed by respondent Wilkinson & Jenkins Construction Co., Inc. (Wilkinson & Jenkins). After reviewing the petition and Wilkinson & Jenkins' response to this Court's order to show cause, and after hearing oral argument in the case, we deem the proper avenue for relief is by way of DOT's petition for writ of certiorari and hold that the trial court departed from the essential requirements of law by staying the administrative proceedings.¹

The controversy began on April 16, 1987, when DOT issued its final notice of intent to suspend Wilkinson & Jenkins' certificate of qualification due to unsatisfactory work progress on a state road project in Palm Beach County. On April 28, 1987, Wilkinson & Jenkins requested a hearing on DOT's proposed determination of delinquency pursuant to section 337.16(1)(b), Florida Statutes. The hearing was ultimately set for June 8, 1987.

However, on May 27, Wilkinson & Jenkins filed a complaint and demand for jury trial in the Second Judicial Circuit seeking compensatory damages and a declaratory judgment based on an alleged breach of contract by DOT arising from the same Palm Beach County road project. The essence of the complaint alleged that DOT delayed the project causing damages to Wilkinson & Jenkins. On the same day, Wilkinson & Jenkins filed in the circuit court and with the administrative hearing officer motions for stay of the administrative proceedings. In the motions, Wilkinson & Jenkins alleged that the circuit court had exclusive jurisdiction of the breach of contract action and that the administrative

delinquency proceeding would cover some of the same issues as would be determined in the civil action. Consequently, Wilkinson & Jenkins maintained that the prosecution of the administrative hearing would collaterally estop the relitigation in the circuit court of those factual issues and would result, therefore, in a loss of Wilkinson & Jenkins' right to a jury trial. Additionally, Wilkinson & Jenkins argued that the hearing officer's determination of crucial factual and legal issues, using a standard of proof and procedures different from those applied in the circuit court, would preclude the court from exercising its primary and exclusive jurisdiction over the breach of contract suit.

DOT responded by arguing that the administrative proceeding was filed first and would provide an adequate remedy to Wilkinson & Jenkins. Also, DOT argued that the circuit court did not have the exclusive jurisdiction of the matters raised in the administrative proceeding, and that pertinent statutes and administrative rules afforded Wilkinson & Jenkins the right to have an administrative hearing.

On June 3, 1987, the hearing officer issued an order denying the motion for stay. However, on June 4, the circuit court granted the motion to stay based on the finding that the parties' proceeding forward with the administrative hearing would deny Wilkinson & Jenkins "their right to a jury trial in its breach of contract action."

After giving due consideration to all the arguments presented by the parties, it is apparent that the fundamental underpinning of the circuit court's order is the presumption that the hearing officer's findings of fact would be conclusive in the civil proceeding due to the application of the principle of collateral estoppel. It is true that collateral estoppel has been used to bar relitigation of issues in a civil proceeding after they have once been adjudicated in an administrative proceeding. Compare *DeBusk v. Smith*, 390 So.2d 327 (Fla. 1980); *United States Fidelity & Guaranty Co. v. Odoms*, 444 So.2d 78 (Fla. 5th DCA 1984); *Jet Air Freight v. Jet Air Freight Delivery, Inc.*, 264 So.2d 35 (Fla. 3d DCA), cert. denied, 267 So.2d 833 (Fla. 1972). However, collateral estoppel requires "that the issue in the second action that is sought to be estopped from relitigation be identical to necessary and material issues resolved in the first suit." *Seaboard Coast Line Railroad Company v. Cox*, 338 So.2d 190 (Fla. 1976). (Emphasis added.) Thus, it is incumbent on Wilkinson & Jenkins to demonstrate that the necessary and material issues to be resolved in the administrative proceeding will be identical to those in the breach of contract action. To that end, Wilkinson & Jenkins maintains that the two issues identical to both proceedings are (1) whether Wilkinson & Jenkins was delayed in its performance of the project by factors beyond its control; and (2) whether Wilkinson & Jenkins expended its best efforts in a diligent attempt to complete the job on time, and was delayed through no fault of its own.

Clearly, those issues are necessary and material to the resolution of the administrative proceeding. Under section 337.16(1), a contractor shall not be

qualified to bid on a project when an investigation by DOT discloses that the contractor is "delinquent" on a previously awarded contract. In such case, the contractor's certificate of qualification shall be suspended or revoked. Section 337.16(1)(a) defines delinquency as meaning unsatisfactory progress being made on a construction project or the expiration of the allowed contract time under circumstances when the contract work is not complete. Rule 14-23.001(3)(c)2., Florida Administrative Code, provides that

[i]t shall be an absolute defense to a charge of delinquency when the contractor can demonstrate that he has expended his best efforts in a diligent attempt to complete the job on time or in an expeditious manner, and was delayed through no fault on his part... . However, a finding that a contractor did not have sufficient personnel, equipment and finances to complete a job in a timely manner shall be prima facie evidence that the contractor was at fault and therefore delinquent....

On the other hand, section 337.19, Florida Statutes, allows for suits at law and in equity to be brought and maintained by and against DOT on any claim under contract for work done. In its civil action brought under that statute, Wilkinson & Jenkins alleged, *inter alia*, that DOT delayed the project causing damages to Wilkinson & Jenkins.

Thus, it can be seen that the hearing officer would ultimately find either that Wilkinson & Jenkins was delinquent for purposes of section 337.16, or that Wilkinson & Jenkins had expended its best efforts and was not at fault. Those alternative findings, however, do not necessarily equate with the necessary and material issues to be resolved in the breach of contract action regarding DOT's alleged fault, nor were the parties able to articulate identical issues. Based on the record before us,² it is simply too speculative to assume that collateral estoppel will bar relitigation in the civil action; thus, there was no basis on which the trial court could have properly predicated a conclusion that the going forward with the administrative proceeding would deny Wilkinson & Jenkins any right it may have to a jury trial in its breach of contract action.

Accordingly, we grant DOT's petition for writ of certiorari and quash the circuit court's order staying the administrative proceeding. The administrative proceeding shall be allowed to continue.

JOANOS and ZEHMER, JJ., concur.

FootNotes

1. Judge Gary declined to respond on the merits on the basis that he has no personal interest in the disposition of this case, and, as trier of fact, does not wish to become an advocate by so responding. Instead, Judge Gary indicated his intent to rely on the real parties in interest to respond on the merits.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5525

County Administrator's Report 14. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Foreclose on Property Located at 5520 Bob-O-Link Road

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Foreclosure on Property Located at 5520 Bob-O-Link Road - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure, based on the 2012 Code Enforcement Lien, in the amount of \$14,769, recorded in Official Records Book 6926, at Page 518, of the Public Records of Escambia County, Florida, on real property located at 5520 Bob-O-Link Road, Account Number 10-4149-400, Reference Number 14-3S-32-5000-780-001, with the current assessed value of \$12,598.

BACKGROUND:

The property located at 5520 Bob-O-Link Road was the subject of a 2012 Code Enforcement action. The violation consisted of complete removal and disposal of trash, nuisance conditions, overgrowth, building structure, and inoperable vehicles. As per County policy, the Clerk of the Court has attempted collection by sending two collection notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008.

IMPLEMENTATION/COORDINATION:

NA

Attachments

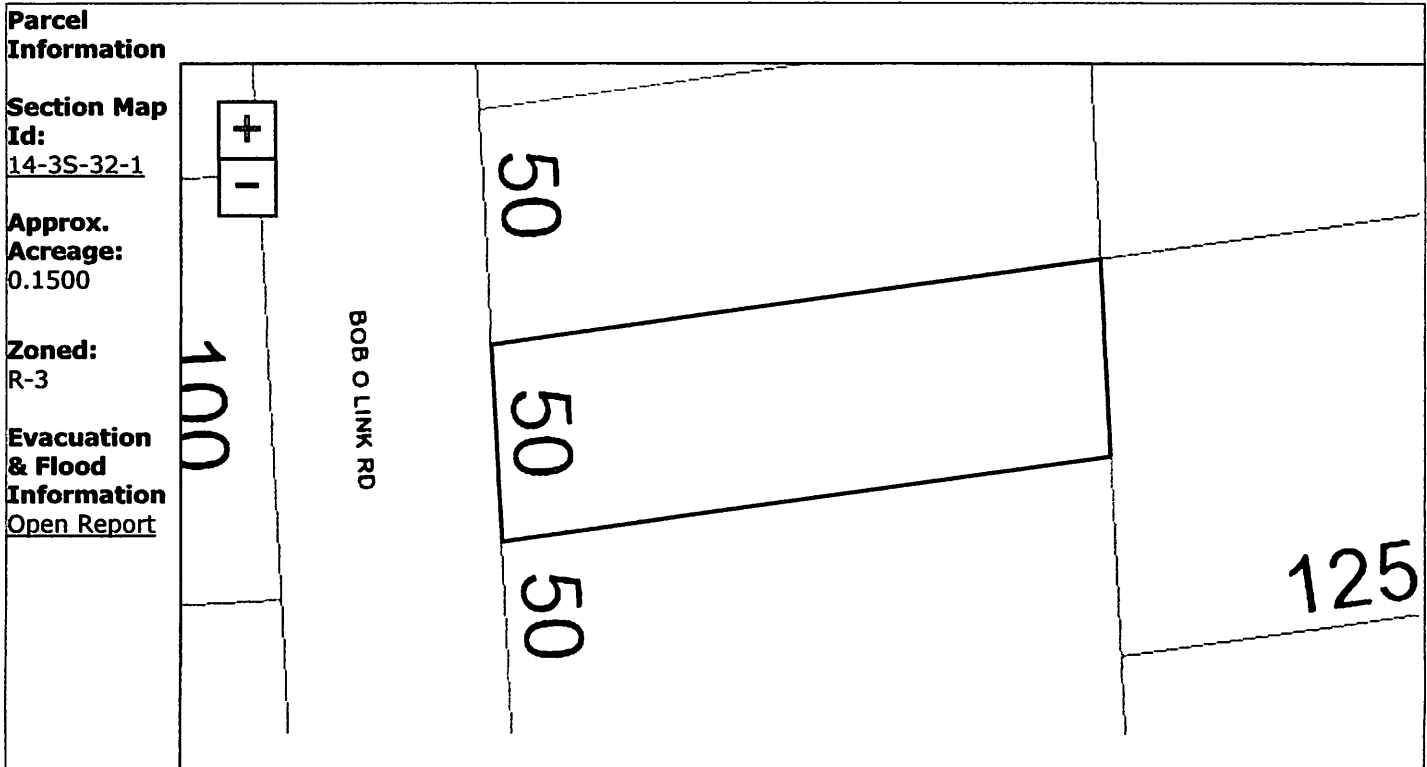
Foreclose 5520 BobOLinkRd backup

Source: Escambia County Property Appraiser

[← Navigate Mode](#)
[Account](#)
[Reference](#)
[Restore Full Page Version](#)

General Information		2013 Certified Roll Assessment	
Reference:	143S325000780001	Improvements:	\$1
Account:	104149400	Land:	\$12,597
Owners:	BARRON BOB		
Mail:	5520 BOB-O-LINK RD PENSACOLA, FL 32507	Total:	\$12,598
Situs:	5520 BOB O LINK RD 32507	<u>Save Our Homes:</u>	\$0
Use Code:	VACANT RESIDENTIAL		
Taxing Authority:	COUNTY MSTU	<u>Disclaimer</u>	
Tax Inquiry:	<u>Open Tax Inquiry Window</u>	<u>Amendment 1/Portability Calculations</u>	
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector			

Sales Data		2013 Certified Roll Exemptions	
Sale Date	Book Page Value Type	Official Records (New Window)	None
10/1997	4181 403 \$100 WD	View Instr	
08/1980	1516 557 \$8,500 SC	View Instr	
02/1980	1415 124 \$6,600 WD	View Instr	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller			
		Legal Description	LT 78 BLK 1 GULF BEACH HEIGHTS PLAT DB 94/96 P 623/427 OR 1516 P 557 & E 17 75/100...
		Extra Features	None



Buildings
Images



1/21/10

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

Escambia County Property Appraiser
143S325000780001 - Full Legal Description

LT 78 BLK 1 GULF BEACH HEIGHTS PLAT DB 94/96 P 623/427 OR 1516 P 557 & E 17 75/100 FT OF PINTADO RD
LYING W OF LT MB 14 P 492 OR 4181 P 403



Chris Jones - Escambia County Property Appraiser

CRUZAT WAY

14-3S-32-1

BOB O LINK RD

15-3S-32-1

45m

100ft



**PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS

P.O. Box 333

Pensacola, FL 32591-0333

Check payable to Pam Childers,

Clerk Of The Circuit Court

Escambia County Governmental Complex

221 Palafox Place, Suite 110

Pensacola, FL 32501-5844

850-595-3930

FAX 850-595-4827

Official Records Book: Page: [View Image](#)

Start Date Court Cost

Reimbursement Recording Fee Order Reimbursement Recording Fee Lien

Amended Order ☒ Copies Certified Abatement Costs

Fine Per Day Date Of Payoff

[Submit](#)

[Reset](#)

[Clear](#)

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
100.00	98	\$9,800.00	\$1,100.00	\$105.00	\$10.00	\$7.00	\$7.00	\$3,740.00	\$14,769.00

Recorded in Public Records 10/25/2012 at 04:40 PM OR Book 6926 Page 453,
Instrument #2012082053, 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#12-05-01911
LOCATION: 5520 Bob-O-Link
PR# 143832-5000-780-001**

**Bob Barron
5520 Bob-O-Link
Pensacola, Florida 32507**

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/her in
the form of testimony by the Enforcement Officer and the respondent or
representative, ~~NAME ASSESSED AFTER~~ ^{SEE NOTICE}, 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 BROWN FORD BRONCO MD
SKY BLUE MERCURY COBALT
- ☐ 42-196 (d) Overgrowth

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☒ Remove vehicles. Repair vehicle for store in rear yard behind 6' opaque fencing
- ☒ 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 _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100.00 per day, commencing Nov. 16, 2012. 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 measures are necessary to abate the violation for you. These measures 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 \$ 1100.00 are awarded in favor of Escambia County as the prevailing party against BOB BARRON.

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.


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 Escambia Central Office Complex, 3363 W. Park Place, 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.

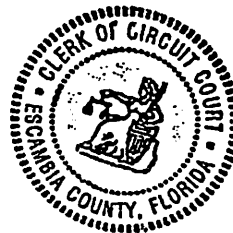
Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 16th day of OCTOBER, 2012.


Jeffrey T. Sauer
Special Magistrate
Office of Environmental Enforcement

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:  D.C.
Date: 10-25-2012



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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-05-01911

Location: 5520 Bob-O-Link

PR# 143S32-5000-780-001

Bob Barron

5520 Bob-O-Link

Pensacola, FL 32507

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of October 16, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (c) Inoperable Vehicles(s) Brown Ford Bronco and Sky Blue Mercury Comet, 30-203 (n), (o), (p), (r), (t), (w), (cc) and (dd). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of \$1,100.00 imposed by the Order of Special Magistrate dated October 16, 2012, the following itemized fines and abatement fees are hereby imposed as follow:

Itemized	Cost
a. Fines (\$100.00 per day 11/16/12-2/22/13)	\$ 9,800.00
b. County Abatement Fees	<u>\$ 3,740.00</u>
Total	\$13,540.00 which

together with the previously imposed costs of \$1,100.00 makes a total of \$14,640.00.

DONE AND ORDERED at Escambia County, Florida, this 27th day of JUNE, 2013.



Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5542

County Administrator's Report 14. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action concerning Professional Services as Governed by Florida Statute 287.055:

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

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 281.5% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

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

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

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by Legal.

PERSONNEL:

The Scope of Work for this project was developed by the Office of Purchasing.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and Contract signature the Office of Purchasing shall notify the departments. The Office of Purchasing shall work with departments in negotiating Task Orders.

Attachments

agreement

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Preble-Rish, Inc.

For

**Professional Service as Governed by Florida Statute 287.055
(PD 02-03.79)**

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised 2012)

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AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and Preble-Rish, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 59-3590265, and whose business address is, 216 S. Tarragona Street, Suite C, Pensacola, FL 32502, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1 **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Escambia County, Florida.

1.2 CONSULTANT:

Preble-Rish, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such

negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected Preble-Rish, Inc., to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3 **SCOPE OF SERVICES**

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4 **ORDERING OF THE WORK**

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 **COMPENSATION:**

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit "A", attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the department issuing the Task Order and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit "A", attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 **ANNUAL APPROPRIATION:**

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

6.3 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes,

as amended.

- 6.5 Payment requisitions will be sent to: Notices will be sent to:
- To Be Determined Per Task Order County Administrator
 Escambia County Administrator
 221 Palafox Place
 Pensacola, Florida 32502-1590
 (850) 595-4900
 (850) 595-4908

- 6.6 Payments and notices will be made to the Consultant at:

Clifford L. Knauer, P.E. / Vice President
Preble-Rish, Inc.
216 S. Tarragona Street, Suite C,
Pensacola, FL 32502

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

ARTICLE 7
ADDITIONAL SERVICES AND
CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will

be formalized by a written change order to the task order issued by the County to the Consultant.

ARTICLE 8

COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.
- (c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written

approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.8 INSURANCE:

The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property

damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size 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. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul R. Nobles, Purchasing Coordinator, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 HEADINGS:

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.16 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

10.17 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of

the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

10.18 INTERPRETATION:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.19 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

10.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and Preble-Rish, Inc., signing by and through its President, duly authorized to execute same.

ATTEST: Corporate Secretary

By: _____

Secretary

Or

Witness

Witness

[CORPORATE SEAL]

WITNESS: _____

WITNESS: _____

(Form F)

CONSULTANT:

Preble-Rish, Inc., a for-profit corporation authorized to do business in the State of Florida.

By: _____

Clifford L. Knauer, P.E. / Vice President

Date: _____

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____

Interim County Administrator, George Touart

Date: _____

BCC Approved: January 16, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5517

County Administrator's Report 14. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Rescind Action Relating to the Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rescinding the Board's Action of February 16, 2012, Relating to the Surplus and Sale of 130 Booker Lane - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action rescinding the surplus and sale of real property located at 130 Booker Lane:

A. Rescind the Board's action of February 16, 2012, concerning the surplus and sale of real property located at 130 Booker Lane that has escheated to the County:

1. Declaring surplus the Board's real property, Account Number 11-3994-000, Reference Number 16-1N-31-2114-000-001;

2. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$8,436, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

B. Authorize the use of real property located at 130 Booker Lane to be utilized by Escambia County as one of several parcels for use in the Carver Park Area Drainage Improvements Project by the Engineering Department; and

C. Approve the transfer of funds, in the amount of \$3,533.90, from Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #14EN2605, to the General Fund, to cover the hard costs associated with the 2007 Code Enforcement Lien.

BACKGROUND:

This property escheated to the County on January 5, 2012. The Property Appraiser's 2013 Certified Roll Assessment value is \$8,436. The County will use this property as one of several parcels along the Carver Park corridor to facilitate drainage and widening enhancements associated with the Carver Park Area Drainage Improvements Project. The \$3,533.90 covers the hard costs associated with the parcel's 2007 Code Enforcement Lien.

BUDGETARY IMPACT:

If approved, \$3,533.90 will be transferred from Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #14EN2605, to the General Fund, to cover the hard costs associated with the 2007 Code Enforcement Lien.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

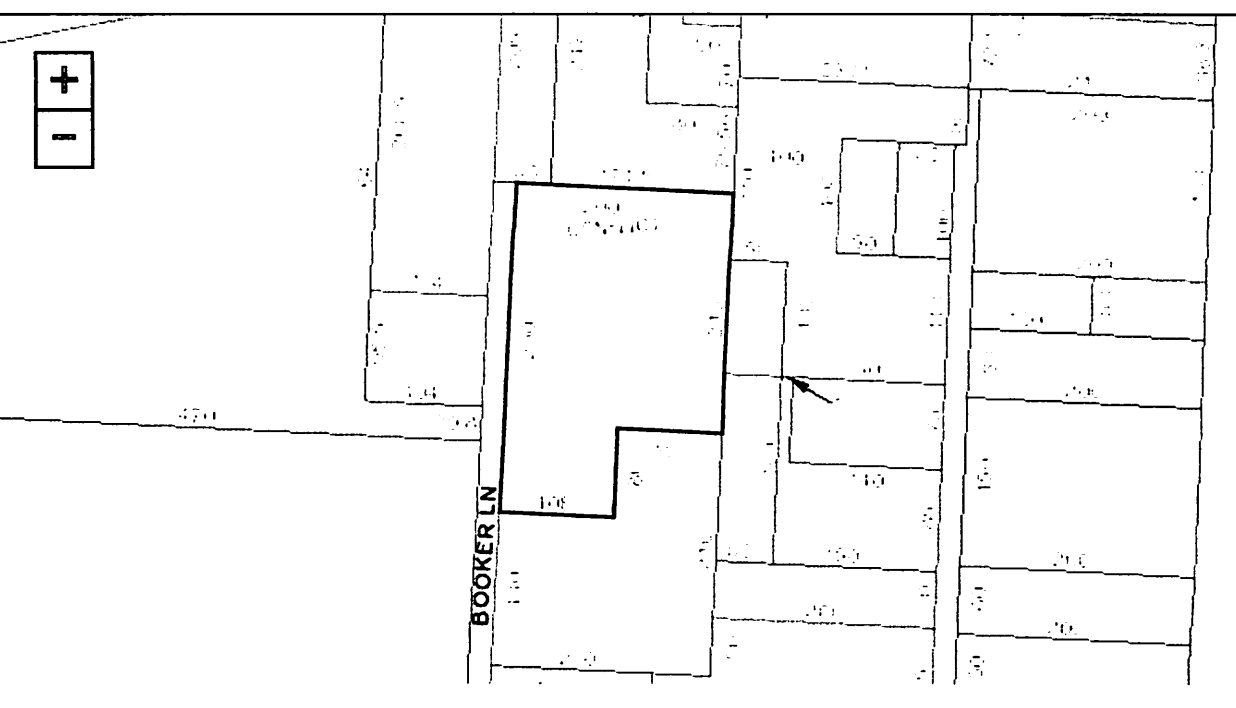
NA

Attachments

130 Booker Backup

Source: Escambia County Property Appraiser

[← Navigate Mode](#)
[Account](#)
[Reference](#)
[Restore Full Page Version](#)

General Information Reference: 161N312114000001 Account: 113994000 Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 Situs: 130 BOOKER LN 32533 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	2013 Certified Roll Assessment Improvements: \$0 Land: \$8,436 Total: \$8,436 <u>Save Our Homes:</u> \$0 <div style="text-align: center;">Disclaimer</div> <div style="text-align: center;">Amendment 1/Portability Calculations</div>																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/05/2012</td> <td>6805</td> <td>271</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>05/1977</td> <td>1113</td> <td>3</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/05/2012	6805	271	\$100	TD	View Instr	05/1977	1113	3	\$100	WD	View Instr	2013 Certified Roll Exemptions COUNTY OWNED Legal Description N 210 FT OF S 684 5/10 FT OF W 210 FT OF E 630 FT OF NE1/4 OF NW1/4 LESS W 10 FT FOR RD DB 364 P 633 AND... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
01/05/2012	6805	271	\$100	TD	View Instr														
05/1977	1113	3	\$100	WD	View Instr														
Parcel Information Section Map Id: 16-1N-31-1 Approx. Acreage: 1.1100 Zoned: VR-2 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.



DEED ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 07375 was issued on June 1, 2006, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 5th day of January, 2009, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafix Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

N 210 FT OF S 684 5/10 FT OF W 210 FT OF E 630 FT OF NE1/4 OF NW1/4 LESS W 10 FT FOR RD DB 364 P 633 AND BEG 630 FT W AND 474 5/10 FT N OF SE COR OF NE1/4 OF NW1/4 S 80 FT E 108 FT N 80 FT W 108 FT TO POB OR 354 P 640 OR 1113 P 3

SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST
REFERENCE NUMBER 161N012114000001
TAX ACCOUNT NUMBER 113994080

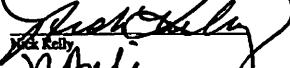
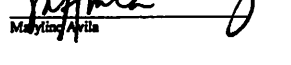
** Property previously assessed to: LIFE EST VIRGINIA DAVIS ANNIE J JEWEL DAVIS MICHAEL DAVIS ROSA THOMPkins MACHELL DAVIS

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 2012.


ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:


Nick Kelly

Maryline Avila

State of Florida
County of Escambia



Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 2012.



Ernie Lee Magaha, Clerk of the Circuit
Court

Maryline Avila, Deputy Clerk

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

- 4.** Taking the following action concerning the surplus and sale of real property located at 130 Booker Lane that has escheated to the County:
 - A. Declaring surplus the Board's real property, Account Number 11-3994-000, Reference Number 16-1N-31-2114-000-001;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$8,436, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
 - C. Authorizing the Chairman to sign all documents related to the sale.
5. Awarding an Indefinite Quantity, Indefinite Delivery, Unit Prices Contract, PD 11-12.007, Southwest Greenway Connector Trail, to Hewes and Company, LLC, for the Base Bid, plus Alternate Bid Items #3 and #5, for a total amount of \$340,676.70 (Funding: Fund 110, Other Grants and Projects, "Bayou Chico/Jones Creek Stormwater Retrofit," Cost Center 221013, Object Code 56301, *in the amount of* \$316,559.05, and Fund 352, Local Option Sales Tax III, NESD Capital Projects, Cost Center 220102, Object Code 56301, Project Number 11NE0878, SW Greenway, *in the amount of* \$24,117.65).
6. Taking the following action concerning the surplus and sale of real property located at 1209 West Bobe Street that has escheated to the County:
 - A. Declaring surplus the Board's real property, Account Number 06-2179-000, Reference Number 17-2S-30-1600-381-038;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$46,781, in accordance with Section 46.134 of the Escambia County Code of Ordinances;
 - C. Authorizing the County Attorney to take such necessary actions to evict the occupants of this County-owned property if they are still occupying the premises; and
 - D. Authorizing the Chairman to sign all documents related to the sale.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2136

County Administrator's Report 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/16/2012

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval: *Charles R. Oliver*

Information

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 130 Booker Lane that has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 130 Booker Lane that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 11-3994-000, Reference Number 16-1N-31-2114-000-001;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$8,436, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

BACKGROUND:

This property escheated to the County on January 5, 2012. The Property Appraiser's 2011 Certified Roll Assessment value is \$8,436. The County does not need this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

130 Booker Ln



Chris Jones
Escambia County Property Appraiser

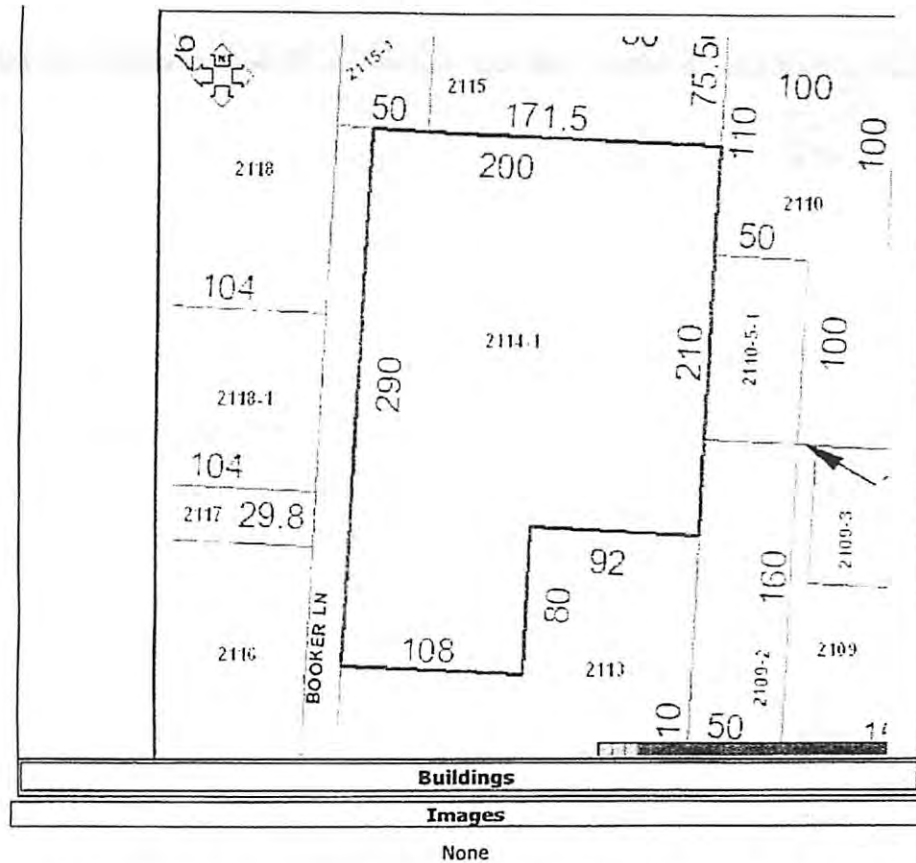
[Real Estate Search](#) [Tangible Property Search](#) [Amendment 1 Calculations](#)

[Back](#)

☐ [Navigate Mode](#) ☒ [Account](#)
☐ [Reference](#) ☒

[Printer Friendly Version](#)

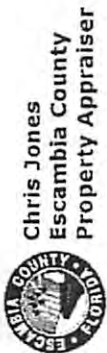
General Information		2011 Certified Roll Assessment	
Reference:	161N312114000001	Improvements:	\$0
Account:	113994000	Land:	\$8,436
Owners:	DAVIS VIRGINIA LIFE EST DAVIS ANNIE J JEWEL & DAVIS MICHAEL & THOMPkins ROSA &...	Total:	\$8,436
Mail:	130 BOOKER ST CANTONMENT, FL 32533	Save Our Homes:	\$0
Situs:	130 BOOKER LN 32533	Disclaimer	
Use Code:	VACANT RESIDENTIAL <input checked="" type="checkbox"/>	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			
Sales Data		2011 Certified Roll Exemptions	
Sale Date Book Page Value Type Official Records (New Window)		None	
05/1977 1113 3 \$100 WD View Instr		Legal Description <input checked="" type="checkbox"/>	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		N 210 FT OF S 684 5/10 FT OF W 210 FT OF E 630 FT OF NE1/4 OF NW1/4 LESS W 10 FT FOR RD DB 364 P 633 AND...	
		Extra Features	
		None	
Parcel Information Restore Map Get Map Image Launch Interactive Map			
Section Map Id: 16-1N-31-1			
Approx. Acreage: 1.1100			
Zoned: <input checked="" type="checkbox"/> VR-2			



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: 02/06/2012 (v. 1814)

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



Chris Jones
Escambia County
Property Appraiser

Use numeric selection labels
Download Selection Data (1 row)

Record Search

Reference: 16-1N-31-2114-000-001
Account: 11-3994-000
Section Map: 16-1N-31-1
Situation: 130 BOOKER LN
Owner: DAVIS VIRGINIA LIFE EST
Mailing Address:
130 BOOKER ST
CANTONMENT, FL 32533
Last Sale: 5/1977, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 1.1100
Building Count: 0
Total Heated Area: 0
Zoned: VR-2

☐ Include radius in selection (5280 ft max)
ft
Radius is used only with single parcel selection

Lookup Options:
Reference Nbr: ☐ Auto Select
Lookup Results

Ex: 012N33444455566

**Escambia County Property Appraiser
161N312114000001 - Full Legal Description**

**N 210 FT OF S 684 5/10 FT OF W 210 FT OF E 630 FT OF NE1/4 OF NW1/4 LESS W 10 FT FOR RD DB 364 P 633
AND BEG 630 FT W AND 474 5/10 FT N OF SE COR OF NE1/4 OF NW1/4 S 80 FT E 108 FT N 80 FT W 108 FT
TO POB OR 354 P 640 OR 1113 P 3**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5188

County Administrator's Report 14. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: PD 12-13.068 Escambia County 4H Center

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County 4-H Center - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Escambia County 4-H Center:

A. Award a Contract, PD 12-13.068, Escambia County 4-H Center, to A.E. New, Jr., Inc., for the Base Bid for building and site construction, in the amount of \$1,366,500, and Bid Option 1, in the amount of \$36,800, Bid Option 2, in the amount of \$11,200, and Bid Option 13, in the amount of \$13,100, for a total of \$1,427,600, and authorize the Interim County Administrator to execute all Purchase Orders, \$50,000 or greater, for the Owner Direct Purchases; and

B. Authorize the increase in the Total Project Budget from \$1,500,000 to \$1,650,000, utilizing funds from the LOST (Local Option Sales Tax) reserves that will be appropriated for this purpose.

[Funding: Fund 352, Lost III, Cost Center 110267, Object Code 56201 - \$1,366,500, Object Code 56301 - \$61,100]

BACKGROUND:

A Memorandum of Understanding (MOU) between Escambia County 4-H Foundation, University of Florida Board of Trustees, on behalf of the University of Florida-Institute of Food and Agricultural Sciences Extension in Escambia County ("UF-IFAS Extension Escambia County") and Escambia County committed Local Option Sales Tax (LOST) funds for the construction of a new 4-H facility. This new facility is to be constructed on County owned property located on Stefani Road.

On January 3, 2013 the Board awarded Architectural and Engineering Services to Hernandez Calhoun Design International to program and design this new facility. Numerous meetings were held with input solicited from UF/IFAS 4-H leadership to insure this new facility will meet the needs of the 4-H program. An Invitation to Bid solicitation was publicly noticed on October 7, 2013 with the official bid opening held on November 7, 2013. A total of twelve General Contractors participated in this Bid Invitation. A. E. New Jr., Inc. is the low bidder for the base bid and selected options.

The total Contract award of \$1,427,600 consists of a base bid amount of \$1,366,500 for the construction of this new 9,100sf building and associated site work and Bid Alternates 1, 2, and 13 in the amount of \$61,100. Alternates 1 and 2 will place asphalt paving at the new Stefani Road entrance and the new parking areas and Alternate 13 is to erect a 4-H organizational sign at the facility entrance by Stefani Road.

BUDGETARY IMPACT:

On May 3, 2012 the Board approved an agreement between the 4H Foundation, UF-IFAS Escambia County Extension Services and Escambia County authorizing the use of \$1,500,000 in Local Option Sales Tax funding for the construction of a facility to be used by the 4H Foundation. This agreement specified that any amounts in excess of \$1,500,000 were the responsibility of the 4H Foundation. With the Award of this Contract this project will be \$165,000 in excess of the \$1,500,000 specified in the Contract.

Rather than require 4H Foundation to provide these additional funds this Board action will allow the use of an additional \$165,000 from the LOST reserves bringing the total project budget to \$1,650,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Arrticle II, Purchases and Contracts. This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County 4-H Center ITB# 12-13.068							
Bid Opening Time: 2:00 p.m. CST Bid Opening Date: 11/7/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Bond	Certificate of authority to do Business in the State of Florida	Addendum 1 & 2	Base Bid Item #1 Building	Base Bid Item #2 Site Work
NAME OF BIDDER									
Larry Hall Construction, Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,285,000	\$163,000
Terhaar & Cronley General Contractors	Y				Y		Y	\$1,461,000	\$150,600
ESA South, Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,674,664	\$243,155
The Green-Simmons Company, Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,449,900	\$210,500
Jack Moore & Co.	Y	Y	Y	Y	Y	Y	Y	\$1,464,000	\$146,000
Birkshire Johnstone, LLC	Y	Y	Y	Y	Y	Y	Y	\$1,254,000	\$150,000
Cathey Construction & Development	Y	Y	Y	Y	Y	Y	Y	\$1,519,168	\$140,080
A.E. New Jr., Inc	Y	Y	Y	Y	Y	Y	Y	\$1,266,500	\$100,000
R.D. Ward Construction Co., Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,236,000	\$142,000
Hewes & Company, LLC	Y	Y	Y	Y	Y	Y	Y	\$1,224,000	\$154,290
Southeastern Construction, Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,298,500	\$101,000
Morette Company	Y	Y	Y	Y	Y	Y	Y	\$1,525,000	\$250,000
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator						DATE: November 7, 2013		
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: November 7, 2013		
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: November 7, 2013		

CAR
DATE 1/2/2014

BOCC
DATE 1/2/2014

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to A. E. New Jr., Inc. in the amount of \$1,366,500.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted: 12/13/2013 @ 10:30a.m. CST

JP/lk
[Signature]



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5572

County Administrator's Report 14. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 111 Lakewood Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 111 Lakewood Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 111 Lakewood Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kenneth and Maureen Horton, the owners of residential property located at 111 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,209, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On January 16, 2014 a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Kenneth and Maureen Horton. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Residential Rehab 111 Lakewood Rd

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of January 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Kenneth and Maureen Horton, (the "Recipient(s)"), owner of residential property located at 111 Lakewood Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,209**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,209**, which shall be comprised of a cash contribution of **\$1,209**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **January 2014**, and the Project shall be complete on or before the **16th** day of **April 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Kenneth and Maureen Horton
111 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal
sufficiency,

By/Title: K. H. HCA
Date: 12/9/13

For: **Board of County Commissioners of
Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Kenneth L. Horton
Kenneth Horton, Property Owner

Maureen L. Horton
Maureen Horton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2014 by Kenneth Horton, Property Owner. He () is personally known to me or () has produced FLDL H635... 388-0 as identification.

The foregoing instrument was acknowledged before me this 11th day of December, 2014 by Maureen Horton, Property Owner. She () is personally known to me or () has produced FLDF H635... 713-0 as identification.

(Notary Seal)



ZAKEYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakhiyyah Q. Osuigwe
Signature of Notary Public
Zakhiyyah Q. Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Kenneth and Maureen Horton**

Property Address: **111 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary Sewer Connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Kenneth and Maureen Horton

Address of Property
111 Lakewood Road
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-030-001

Total Amount of Lien

\$1,209

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Kenneth L. Horton
Kenneth Horton, Property Owner
Maureen L. Horton
Maureen Horton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2014 by Kenneth Horton, Property Owner. He () is personally known to me or (X) has produced A635 388.0 as identification.

The foregoing instrument was acknowledged before me this 11th day of December, 2014 by Maureen Horton, Property Owner. She () is personally known to me or (X) has produced H635 713-0 as identification.

(Notary Seal)  **ZAKKIYYAH Q. OSUIGWE**
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kathleen ACH
Date: 12/5/13



Sanitary Sewer Connection

111 Lakewood Road– Kenneth & Maureen Horton



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5573

County Administrator's Report 14. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 114 Lakewood Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 114 Lakewood Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Lakewood Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and James and Margaret French, the owners of residential property located at 114 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,325, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On January 16, 2014 a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and James and Margaret French. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab 114 Lakewood Road

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16st day of January 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and James and Margaret French, (the "Recipient(s)"), owner of residential property located at 114 Lakewood Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,325**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,325**, which shall be comprised of a cash contribution of **\$1,325**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **January 2014**, and the Project shall be complete on or before the **16th** day of **April 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

James and Margaret French
114 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal
sufficiency,

By/Title: [Signature]
Date: 12/19/13

For: **Board of County Commissioners of
Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

[Signature]
James French, Property Owner

[Signature]
Margaret French, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2013 by James French, Property Owner. He () is personally known to me or (☒) has produced FL DL F652... 258.0 as identification.

The foregoing instrument was acknowledged before me this 11th day of December, 2013 by Margaret French, Property Owner. She () is personally known to me or (☒) has produced FL DL F652... 888.0 as identification.

(Notary Seal)  **ZAKKIYYAH Q. OSUIGWE**
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **James and Margaret French**

Property Address: **114 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary Sewer Connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
James and Margaret French

Address of Property
114 Lakewood Road
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-007-014

Total Amount of Lien

\$1,325

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

James French
James French, Property Owner
Margaret French
Margaret, Property Owner

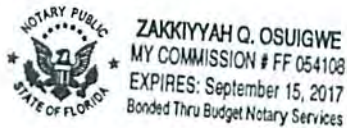
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2013 by James French, Property Owner. He () is personally known to me or (☒) has produced FLDL F652-258-0 as identification.

The foregoing instrument was acknowledged before me this 11th day of December, 2013 by Margaret French, Property Owner. She () is personally known to me or (☒) has produced FLDL F652-888-0 as identification.

Zakkiyyah Q. Osuigwe
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: K. H. [Signature]
Date: 12/19/13



Sanitary Sewer Connection

114 Lakewood Road – James & Margaret French



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5574

County Administrator's Report 14. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1003 Rue Max Avenue

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1003 Rue Max Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1003 Rue Max Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Jeanne Jackson, the owner of residential property located at 1003 Rue Max Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,132, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On January 16, 2014 a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Jeanne Jackson. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab 1003 Rue Max

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of January 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Jeanne Jackson, (the "Recipient"), owner of residential property located at 1003 Rue Max Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$1,132**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$1,132**, which shall be comprised of a cash contribution of **\$1,132**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **January 2014**, and the Project shall be complete on or before the **16th** day of **April 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Jeanne Jackson
1003 Rue Max Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: Kathleen ACH
Date: 12/5/13

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Jeanne Jackson
Jeanne Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2013 by Jeanne Jackson, Property Owner. She () is personally known to me or (☒) has produced J250 ... 839-0 FLDL as identification.



(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 034108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Jeanne Jackson**

Property Address: **1003 Rue Max Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary Sewer Connection.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Jeanne Jackson

Address of Property
1003 Rue Max Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-230-025

Total Amount of Lien

\$1,132

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Jeanne Jackson
Jeanne Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of December, 2013 by Jeanne Jackson, Property Owner. She (☐) is personally known to me or (☒) has produced FLDL J250...839-0 as identification.



(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Q. Osuigwe
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Kathleen ACA
Date: 12/19/13



Sanitary Sewer Connection

1003 Rue Max St– Jeanne Jackson



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5575

County Administrator's Report 14. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Cancellation of Five Residential Rehab Grant Program Liens

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Cancellation of Five Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program:

A. Approving the following five Lien cancellations, as the recipients have met their Grant requirements:

Property Owner	Property Address	Lien Amount
Eunice L. George	306 Southeast Kalash Road	\$1,377
John G. and Mary N. McKeon	228 Payne Road	\$1,700
Charles G. and Lois D. Nickels	223 Payne Road	\$ 982
Isobel Jacobs	214 Payne Road	\$6,000
Lee Anne Winchester	402 Frisco Road	\$5,500

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

BACKGROUND:

The aforementioned property owners have satisfied the one-year compliance with the Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the five Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Community and Environment Department/Community Redevelopment Agency (CED/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for each owner.

Attachments

Lien Cancellations Jan 16

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,377**, executed by **Eunice L. George** and recorded in Official Record Book **6959** at pages **1231**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

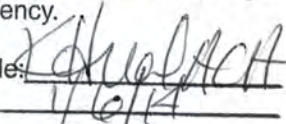
By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: 
Date: 7/6/14

Escambia County
Clerk's Original

10/18/2012 CAR II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013001920 01/10/2013 at 10:57 AM
OFF REC BK: 6959 PG: 1231 - 1232 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Eunice L. George

Address of Property

306 Southeast Kalash Road
Pensacola, FL 32507

Property Reference No.

50-2S-30-6090-474-022

Total Amount of Lien

\$1,377

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

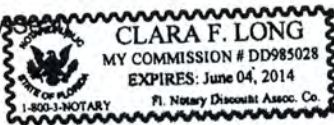
For Recipient:

Eunice L. George
Eunice L. George, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2012 by Eunice L. George, Property Owner. He/She (☐) is personally known to me or (☒) has produced FLC 6620-33-0 as identification.

(Notary)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of
Escambia County**

By: Wilson B. Robertson
Wilson B. Robertson, Chairman



ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Deirdre Harris
Deputy Clerk

Date Executed: October 22, 2012

BCC Approved: 10-18-2012

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Kristen Hual

Title: ACP

Date: 9/17/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,700**, executed by **John G. and Mary N. McKeon** and recorded in Official Record Book **6942** at pages **1648**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

Escambia County
Clerk's Original
9/17/2012 CAR II-9

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Names
John G. and Mary N. McKeon

Address of Property
228 Payne Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-380-018

Total Amount of Lien

\$1,700

We, the undersigned owners of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. We will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. We understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, we agree that our heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 9/19/2012
Verified: : Othman's

We warrant that the property is homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

John G. McKeon

John G. McKeon, Property Owner

Mary N. McKeon

Mary N. McKeon, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2012 by John G. McKeon, Property Owner. He () is personally known to me or (☒) has produced FL ID # m350... 332-0 as identification.

The foregoing instrument was acknowledged before me this 16th day of August, 2012 by Mary N. McKeon, Property Owner. She () is personally known to me or (☒) has produced FL ID # m350... 705-0 as identification.



(Notary Seal)

Carolyn M. Barbour

Signature of Notary Public

Carolyn M. Barbour

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Wilson B. Robertson
Wilson B. Robertson, Chairman



ATTEST:
ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

Date Executed: September 17, 2012

BCC Approved: 09-17-2012

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Austin Howard

Title: ACH

Date: 8/10/12

By/Title: [Signature]
Date: 7/6/18

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Names
Charles G. and Lois D. Nickels

Address of Property
223 Payne Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-407-019

Total Amount of Lien

\$982

We, the undersigned owners of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. We will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. We understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, we agree that our heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

We warrant that the property is homestead as defined by the Constitution and laws of the State of Florida.

For Recipients:

Charles G. Nickels
Charles G. Nickels, Property Owner

Lois D. Nickels
Lois D. Nickels, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2012 by Charles G. Nickels, Property Owner. He (☐) is personally known to me or (☒) has produced FLC N242...34...0 as identification.

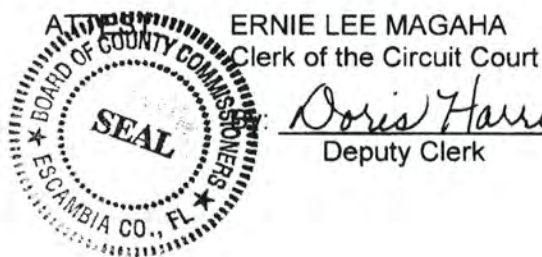
The foregoing instrument was acknowledged before me this 15th day of August, 2012 by Lois D. Nickels, Property Owner. She (☐) is personally known to me or (☒) has produced FLC N242...34...0 as identification.

(Notary)  CLARA F. LONG
MY COMMISSION # DD985028
EXPIRES: June 04, 2014
FL Notary Discount Assoc. Co.

Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Wilson B. Robertson
Wilson B. Robertson, Chairman



Date Executed: September 17, 2012

BCC Approved: 09-17-2012

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: Justin Hual
Title: ACH
Date: 8/10/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,250**, executed by **Isobel Jacobs** and recorded in Official Record Book **6959** at pages **1236**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: K. H. [Signature]
Date: 12/18/13

Escambia County
Clerk's Office

10/18/2012 CAR II-2

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013001922 01/10/2013 at 10:57 AM
OFF REC BK: 6959 PG: 1236 - 1237 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
Isobel Jacobs

Address of Property
214 Payne Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-387-018

Total Amount of Lien

\$6,000

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified by: *Ofelia*
Date: 10/22/2012

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

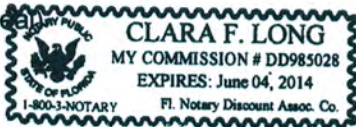
For Recipient:

Isobel Jacobs
Isobel Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of September, 2012 by Isobel Jacobs, Property Owner. He (She) ☒ is personally known to me or ☐ has produced FLC0212...45...0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of
Escambia County**

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

Date Executed: October 22, 2012

BCC Approved: 10-18-2012



This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Kristin Hual
Title: ACT
Date: 9/11/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,500**, executed by **Lee Anne Winchester** and recorded in Official Record Book **6942** at pages **1652-1653**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: 

Date: 10/17/13

Escambia County
Clerk's Original

1/20/2011 CAR 11-22

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2012091967 12/04/2012 at 08:19 AM
OFF REC BK: 6942 PG: 1652 - 1653 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Lee Anne Winchester

Address of Property

402 Frisco Road
Pensacola, FL 32507

Property Reference No.

37-2S-30-1000-007-002

Total Amount of Lien

\$5,500

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *d. MacArthur*

Date: *1/20/11*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

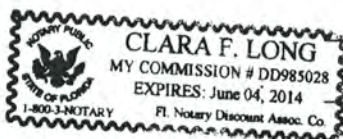
For Recipient:

Lee Anne Winchester
Lee Anne Winchester, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of December, 2010 by Lee Anne Winchester, Property Owner. She (☐) is personally known to me or (☒) has produced PL 12W 522... 919.0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Kevin W. White
Kevin W. White, Chairman
Date Executed

1/21/2011
BCC Approved: 01-20-2011

ATTEST
ERNIE LEE MAGAHA
Clerk of the Circuit Court



By: Doris Harris
Deputy Clerk

This document approved as to form and legal sufficiency.

By: Kristin Hud

Title: ACH

Date: 12/17/10

This instrument prepared by:
Clara Long, Urban Planner, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2011\residential rehab grant_Winchester_122011.doc



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5576

County Administrator's Report 14. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Cancellation of Five Commercial Facade, Landscape and Infrastructure Grant Program Liens

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Cancellation of Five Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following five Commercial Facade, Landscape, and Infrastructure Grant Program Lien Cancellations, since the Grant recipients have met their Grant requirements:

Property Owner's Name	Property Address	Lien Amount
Tzy-Yn Hua	847 North Navy Boulevard	\$6,261
Gulf Coast Audio Visual Producers, Inc.	3720 North Pace Boulevard	\$10,000
Kim Rice	3107 Mobile Highway	\$9,631
Eugene S. Kerr	1002 North Navy Boulevard	\$10,000
LOJ, LLC	3740 North Pace Boulevard	\$10,000

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

BACKGROUND:

The aforementioned property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the five Cancellations of Liens as to form and legal sufficiency.

PERSONNEL:

Community and Environment Department/ Community Redevelopment Agency CED/CRA staff will coordinate and administer the Commercial Facade Grant Program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval of the Commercial Facade Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellations of Liens.

Attachments

Commercial Lien Cancellations Jan 16

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$6,261, executed by Tzy-yn Hua, and recorded in Official Record Book 6942 at pages 1646, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: _____

Date: 12/18/13

Escambia County
Clerk's Original

7/26/2012 CAR ID-14

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2012091964 12 04 2012 at 08 19 AM
OFF REC BK 6942 PG 1646 - 1647 Doc Type L
RECORDING \$18.50

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)

Address of Property

Property Reference No.

Tzy-Yn Hua

847 North Navy Boulevard
Pensacola, Florida 32507

52-2S-30-2000-000-003

Total Amount of Lien

\$6,261

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Tzy-Yn Hua, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of June, 2012 by Tzy-Yn Hua, Property Owner. He/She/ () is personally known to me or () has produced FLC H00... 62 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACIA

Date: 6/28/12

For: **Escambia County
Board of County Commissioners**

By: [Signature]

Wilson B. Robertson, Chairman

Date Executed: July 26, 2012

BCC Approved: 07-26-2012



ERNIE LEE MAGAHA
Clerk of the Circuit Court

[Signature]
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Gulf Coast Audio Visual Producers Inc.**, and recorded in Official Record Book **6959** at pages **1229**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency

By/Title: K. J. May
Date: 12/18/13

Escambia County
Clerk's Original
4/17/2012 CAR11-12

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013001919 01/10/2013 at 10:57 AM
OFF REC BK 6959 PG: 1229 - 1230 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Gulf Coast Audio Visual Producers, Inc.</u>	<u>3720 North Pace Boulevard Pensacola, Florida 32505</u>	<u>08-2S-30-4001-008-001</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape, and Infrastructure Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: [Signature]
Date: 4/17/12

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Gulf Coast Audio Visual
Producers, Inc.

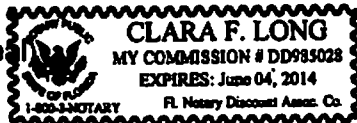
Charles W. Edwards

Charles W. Edwards, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of March, 2012 by Charles W. Edwards, Property Owner. He/She () is personally known to me or (☒) has produced FLCCE363...56.0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: Escambia County
Board of County Commissioners

By:

Wilson B. Robertson

Wilson B. Robertson, Chairman

Date Executed: April 17, 2012

BCC Approved: April 17, 2012

ATTEST:

ERNIE LEE MAGAHA
Clerk of the Circuit Court

By:

Doris Harris

Deputy Clerk



This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By:

Justin Hall

Title:

A/C

Date:

3/23/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$9631, executed by Kim Rice, and recorded in Official Record Book 6959 at pages 1233, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency

By/Title: K. Holman
Date: 12/18/13

Escambia County
Clerk's Original

4/21/2011 CAR 11-15

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013001921 01/10/2013 at 10:57 AM
OFF REC BK 6959 PG. 1233 - 1235 Doc Type L
RECORDING \$27 00

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhoods and Community Services Bureau Community
Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Kim Rice</u>	<u>3107 Mobile Highway</u> <u>Pensacola, Florida 32505</u>	<u>33-2S-30-4000-060-245</u>

Total Amount of Lien **\$9,631**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape, and Infrastructure Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Kim Rice
Kim Rice, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of March, 2011 by Kim Rice, Property Owner. He/She (☒) is personally known to me or (☐) has produced _____ as identification.



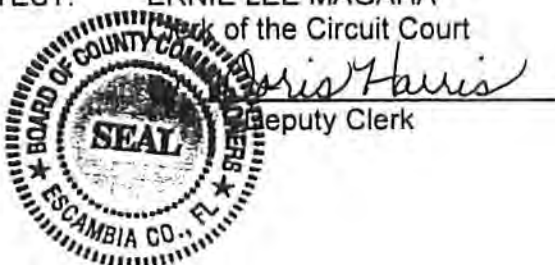
Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

By: Kevin W. White
Kevin W. White, Chairman

BCC Approved: 04-21-2011

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



Date Executed

4/21/2011

This document approved as to form
and legal sufficiency.

By: Kristin Hval

Title: ACA

Date: 3/3/11

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\Community & Environment Bureau\Divisions\Community Redevelopment Agency\Programs\GNT-000 Grants\Grant
Agreements\2011\Kim Rice_3107 Mobile Hwy_022011.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$10,000, executed by LOJ, LLC, and recorded in Official Record Book 6959 at pages 1227, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: [Signature] ACH
Date: 12/18/13

4/17/2012 CARIL-15

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>LOJ, LLC</u>	<u>3740 North Pace Boulevard</u> <u>Pensacola, Florida 32505</u>	<u>08-2S-30-4001-010-001</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape, and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: LOJ, LLC

Jack Loughridge
Jack Loughridge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of March, 2012 by Jack Loughridge, Property Owner. He/She ☐ is personally known to me or ☒ has produced FLC 123... 53... as identification.



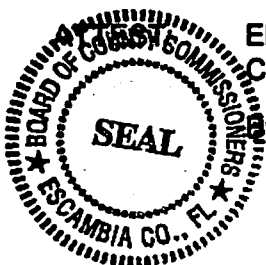
Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: Escambia County
Board of County Commissioners

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date Executed: 04-17-2012

BCC Approved: 04-17-2012



ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner II
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Wilson B. Robertson
Title: ACU
Date: 3/23/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000**, executed by **Eugene S. Kerr** and recorded in Official Record Book **6822** at pages **1900**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 11/16/14

6/16/2011 CAR 11-16

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Eugene S. Kerr</u>	<u>1002 North Navy Boulevard Pensacola, Florida 32507</u>	<u>37-2S-30-2006-000-022</u>

Total Amount of Lien **\$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

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If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2012013732 02/23/2012 at 03:10 PM
OFF REC BK: 6822 PG: 1900 - 1901 Doc Type: L
RECORDING: \$18.50

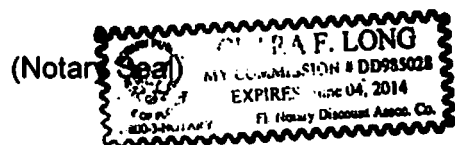
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Eugene S. Kerr, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of June, 2011 by Eugene S. Kerr, Property Owner. (He/She ()) is personally known to me or () has produced PLC K600-267.0 as identification.



Clara F. Long
Signature of Notary Public

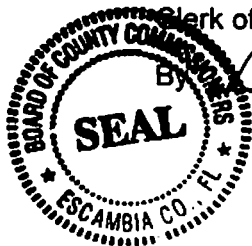
Clara F. Long
Printed Name of Notary Public

For: **Escambia County**
Board of County Commissioners

By: Kevin W. White
Kevin W. White, Chairman

BCC Approved: 06-16-2011

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



By: Debbie Harris
Deputy Clerk

Date Executed

6-16-2011

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502

This document approved as to form
and legal sufficiency.

By: Christina Harris

Title: ACF

Date: 6/2/11



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5577

County Administrator's Report 14. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 3205 West Lee Street

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 3205 West Lee Street - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 3205 West Lee Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eva Roberts, the owner of residential property located at 3205 West Lee Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$3,730, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for electrical rewiring and replacing windows; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On January 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Eva J. Roberts. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Brownsville TIF, Fund 151, Cost Center 220515, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab 3205 W Lee St

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of January 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Eva Roberts, (the "Recipient"), owner of residential property located at 3205 W. Lee Street, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,730**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,730**, which shall be comprised of a cash contribution of **\$3,730**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th day of January 2014**, and the Project shall be complete on or before the **16th day of April 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Eva Roberts
3205 W. Lee Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 12/13/13

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Eva Roberts, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of December, 2013 by Eva Roberts, Property Owner. She ☐ is personally known to me or ☒ has produced FLDL R163 ... 451-1 as identification.

(Notary Seal)  **ZAKKIYAH Q. OSUIGWE**
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public
ZAKKIYAH Q. OSUIGWE
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Eva Roberts

Property Address: 3205 W. Lee Street, Pensacola, Florida, 32505

The "Project" includes the following improvement to the above referenced property:

Electrical Rewiring and Window Replacement.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Eva Roberts

Address of Property
3205 W. Lee Street
Pensacola, FL 32507

Property Reference No.
33-2S-30-3301-002-269

Total Amount of Lien

\$3,730

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Eva Roberts

Eva Roberts, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of December, 2013 by Eva Roberts, Property Owner. She (☐) is personally known to me or (☒) has produced FLDL 2163... 451-1 as identification.



(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Q. Osuigwe
Signature of Notary Public
Zakkiyyah Q. Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of
Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: Khalida A. A.

Date: 12/17/13



Electrical Rewiring and Window Replacement

3205 W. Lee Street – Eva Roberts



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5578

County Administrator's Report 14. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 114 Milton Road

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 114 Milton Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Milton Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,145, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer and installing a new central heating and air conditioning system; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On January 16, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Edward R. Rankin. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Res Rehab 114 Milton Road

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of January 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Willie Mae West, (the "Recipient"), owner of residential property located at 114 Milton Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$3,145, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$3,145, which shall be comprised of a cash contribution of \$3,145.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 16th day of January 2014, and the Project shall be complete on or before the 16th day of April 2014, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Willie Mae West
114 Milton Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Willie Mae West
Willie Mae West, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of December, 2013 by Willie Mae West, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers License as identification.



Susan R. Holt
Signature of Notary Public

SUSAN R. HOLT
Printed Name of Notary Public

This document approved as to form and legal sufficiency
By: [Signature]
Title: HCA
Date: 12/20/13

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Willie Mae West

Property Address: 114 Milton Road, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Sanitary Sewer Connection and Install new Central Heating and Air Conditioning System.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Willie Mae West

Address of Property
114 Milton Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-018-027

Total Amount of Lien

\$3,145

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Willie Mae West

Willie Mae West, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of December, 2013 by Willie Mae West, Property Owner. She (☐) is personally known to me or (☒) has produced FL Drivers License as identification.



(Notary Seal)

Susan R. Holt

Signature of Notary Public

SUSAN R. HOLT

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency

By [Signature]

Title [Signature]

Date 12/26/13



Sanitary Sewer Connection
114 Milton Ave – Willie Mae West



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5579

County Administrator's Report 14. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3221 Barrancas Avenue

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for 3221 Barrancas Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3221 Barrancas Avenue:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Grande Lagoon Marine, Inc., the owner of commercial property located at 3221 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through CDBG 2010, Fund 129, Cost Center 220435, Object Code 58301, for connecting to sanitary sewer, improving the parking lot, providing handicapped access, and installing fencing; and

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

BACKGROUND:

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to incentivize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On January 16, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Edward R. Rankin. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the CDBG 2010, Fund 129, Cost Center 220435, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Com Facade 3221 Barrancas

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 16th day of January 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Grande Lagoon Marine, Inc., (the "Recipient"), owner of commercial property located at 3221 Barrancas Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$10,000**, which shall be comprised of a cash contribution of **\$10,000**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **16th** day of **January 2014**, and the Project shall be complete on or before the **16th** day of **April 2014**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Grande Lagoon Marine, Inc.
3221 Barrancas Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form
and legal sufficiency

By: [Signature]
Title: Attorney
Date: 12/26/13

For: **Escambia County
Board of County Commissioners**

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

For Recipient: **Grande Lagoon Marine, Inc.**

[Signature]
Darrell Robinson, Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of December 2013
by **Darrell Robinson**, Owner. He () is personally known to me or (☒) has produced _____
Florida Driver License as identification.

(Notary Seal)



[Signature]

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Grande Lagoon Marine, Inc.**
Property Address: **3221 Barrancas Avenue, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Sanitary Sewer Connection, Parking Improvements with handicapped access, and Fencing.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Grande Lagoon Marine Inc.</u>	<u>3221 Barrancas Avenue Pensacola, Florida 32507</u>	<u>59-2S-30-2002-004-001</u>

Total Amount of Lien	<u>\$10,000</u>
-----------------------------	------------------------

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: Grande Lagoon Marine, Inc.

[Signature]
Darrell Robinson, Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of December, 2013 by Darrell Robinson, Owner. He () is personally known to me or (☒) has produced Florida Driver License as identification.

(Notary Seal)



[Signature]
Signature of Notary Public

Carolyn M. Barbour
Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

By: _____
Lumon J. May, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

This document approved as to form
and legal sufficiency

By: *[Signature]*
Title: ACIT
Date: 2/26/13



Sanitary Sewer Connection

Driveway, Handicap Parking, Fence

3221 Barrancas Avenue – Grande Lagoon Marine



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5584

County Administrator's Report 14. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Memorandum of Understanding with the Escambia County Sheriff for a Crime Prevention and Reduction Program

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding between the Escambia County Community Redevelopment Agency and the Escambia County Sheriff's Office - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following January 16, 2014, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning a Memorandum of Understanding (MOU) between the Escambia County Community Redevelopment Agency and the Escambia County Sheriff's Office for Funding of Crime Prevention and Reduction Programs:

A. Approving the MOU that will provide for the implementation of a crime prevention and reduction program patrolling the Brownsville, Palafox and Warrington Community Redevelopment Districts; and

B. Authorizing the Chairman to sign the MOU.

[Funding: Fund 151, Community Redevelopment Fund, Cost Centers 220515 (Brownsville TIF), 220516 (Warrington TIF), and 220517 (Palafox TIF); Object Code 53401, Other Contractual Services, in the amount of \$15,000, per Redevelopment District]

BACKGROUND:

This program was approved and funded during the March 1, 2012 Board of County Commissioners Meeting. As a result of the approved recommendation, a Memorandum of Understanding between the Community & Environment Department/Community Redevelopment Agency (CED/CRA) and the Escambia County Sheriff's Office must be executed for the program to move forward.

BUDGETARY IMPACT:

The financial contribution from the Community & Environment Department/Community Redevelopment Agency (CED/CRA) for this program will be made through Fund 151, Cost Centers 220515 (Brownsville TIF), 220516 (Warrington TIF), and 220517 (Palafox TIF); Object Code 53401, Other Contractual Services, in the amount of \$15,000 per Redevelopment District.

LEGAL CONSIDERATIONS/SIGN-OFF:

This MOU has been approved as to legal content by Kristin Hual, Assistant County Attorney as well as Gerald E. Champagne, General Counsel for Escambia County Sheriff's Office.

PERSONNEL:

CED/CRA staff have established guidelines and parameters for the program as well as implementation and coordination with the Sheriff's Office.

POLICY/REQUIREMENT FOR BOARD ACTION:

This MOU is required in order for the program to proceed.

IMPLEMENTATION/COORDINATION:

The CED/CRA staff will coordinate the process for the implementation of this program.

Attachments

ECSO MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ESCAMBIA
COUNTY COMMUNITY REDEVELOPMENT AGENCY AND THE
ESCAMBIA COUNTY SHERIFF'S OFFICE FOR THE FUNDING OF
CRIME PREVENTION AND REDUCTION PROGRAMS**

THIS AGREEMENT is made on this ____ day of _____, 2014, by and between the Escambia County Community Redevelopment Agency, 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "CRA") and the Escambia County Sheriff's Office, 1700 West Leonard Street, Pensacola, Florida 32501 (hereinafter referred to as "Sheriff") (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, the Parties, as governmental units of the State of Florida, have legal authority to perform certain public works within their respective jurisdictions; and

WHEREAS, the County, through its CRA, and the Sheriff have determined it is in the best interest of the citizens of Escambia County for the CRA to cooperate with the Sheriff to provide enhanced crime prevention and reduction in the Palafox, Brownsville and Warrington Redevelopment Districts as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the CRA and the Sheriff agree as follows:

Article 1
Purpose

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 This Agreement delineates the responsibilities of the parties for the purpose of providing cooperative community policing initiatives for enhanced crime prevention and reduction within the Palafox, Brownsville and Warrington Redevelopment Districts (Districts).

Article 2
Responsibilities of Parties

- 2.1 The parties hereto shall cooperatively coordinate enhanced policing initiatives to reduce or prevent criminal activity within the Districts.
- 2.2 Upon request from the CRA, the Sheriff shall advise as to the availability of off-duty officers willing to participate in the enhanced crime prevention and reduction program within the Districts. Any off-duty officer participating in said program

shall be considered an independent contractor for the purpose of receiving compensation from the CRA.

- 2.3 The CRA shall allocate funding in an amount up to fifteen thousand dollars (\$15,000.00) for the enhanced crime prevention and reduction program within each District in an amount not to exceed forty five thousand dollars (\$45,000.00) per fiscal year.
- 2.4 The parties agree and understand that any funds allocated by the CRA for the purpose of implementing this Agreement are for policing initiatives, as determined by the CRA and Sheriff, to reduce or prevent criminal activity within the Districts.
- 2.5 Participating off-duty officers shall submit invoices to the CRA on a monthly basis. Invoices shall reflect hours worked, location(s) patrolled, and the amount due and owing, along with any necessary documentation to support payment for the provision of policing initiatives in the District. Invoices shall be subject to the reasonable approval of the CRA before payment shall be made.

Article 3 **General Provisions**

- 3.1 **Term.** This Agreement shall commence as of the effective date and shall be automatically extended from year to year thereafter unless earlier terminated.
- 3.2 **Termination:** This Agreement may be terminated for convenience or cause by either Party after giving the other no less than thirty (30) days written notice.
- 3.3 **Records:** The Parties acknowledge that this agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this agreement.
- 3.4 **Assignment:** This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other Party.
- 3.5 **All Prior Agreements Superseded:**
 - a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that

there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

3.6 Headings: Headings and subtitles used throughout this agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 Survival: All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

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

3.9 Interpretation: For purposes of this agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If either Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this agreement, or is otherwise in doubt as to the meaning of any provision of this agreement, it shall immediately notify the other Party and request clarification of its interpretation of this agreement.

- (b) This agreement shall not be more strictly construed against either Party hereto by reason of the fact that one Party may have drafted or prepared any or all the terms and provisions hereof.

3.10 Severability: The invalidity or non-enforceability of any portion or provision of this agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this agreement, and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

3.11 Further Documents: The Parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this agreement.

3.12 Notices: All notices required by the agreement to be given by one Party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

Sheriff:

David Morgan
Escambia County Sheriff
1700 West Leonard Street
Pensacola, Florida 32501

CRA:

Clara Long, Division Manager
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this section.

3.13 No Waiver: The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this agreement on the respective dates under each signature: Escambia County Sheriff's Office on ____ day of _____ 2014, and Escambia County Community Redevelopment Agency duly authorized to execute the same on ____ day of _____ 2014.

**Escambia County
Community Redevelopment Agency**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. Hualach
Date: 11/3/14

Signed, Sealed and Delivered
in the Presence of:

ESCAMBIA SHERIFF'S OFFICE

1. Anita Brooks-Ingram
Print Name: Anita Brooks-Ingram

By: [Signature]
David Morgan, Sheriff

2. Carissa L. Mitchell
Print Name: Carissa L. Mitchell

APPROVED AS TO FORM:

By: [Signature]
Gerald E. Champagne
Attorney for Sheriff's Office

STATEMENT OF LEGAL AUTHORITY

The undersigned hereby certifies that he/she is legal counsel for the Escambia County Sheriff's Office and has reviewed this Agreement/Contract/MOU. The undersigned further certifies that the individual executing this Agreement/Contract/MOU has legal authority to do so and that this Agreement/Contract/MOU is legally sufficient and binding under all statutes, regulations, policies and other laws applicable to agreements and/or purchases by the Purchaser.

LEGAL OFFICE

By: 

G. E. Champagne, General Counsel
Printed Name, Title

STATEMENT OF AVAILABILITY

I certify funds are available to pay for the requested Agreement/Contract/MOU.

CHIEF FINANCIAL OFFICER

By: 

Henrique Dias, CFO
Printed Name, Title

SIGNED AND AGREED

SHERIFF

By: 

David Morgan, Sheriff
Printed Name, Title

12/27/2013

Date Signed



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5504

County Administrator's Report 14. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Voluntary Cleanup Tax Credit Application for 1200 Mahogany Mill Road

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Voluntary Cleanup Tax Credit Application for the Mahogany Mill Road Boat Ramp Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Escambia County Board of County Commissioners Application for Voluntary Cleanup Tax Credit (VCTC) through the Florida Department of Environmental Protection (FDEP), for the environmental remediation of hazardous material contamination at the Mahogany Mill Road Boat Ramp Project, located at 1200 Mahogany Mill Road:

A. Approve the Application to the FDEP for VCTC, in the amount of \$101,950, for the remediation of hazardous material contamination at the Mahogany Mill Boat Ramp Project, located at 1200 Mahogany Mill Road; and

B. Authorize the Chairman to sign the Application and all related documents.

[Funding: In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

BACKGROUND:

Escambia County is constructing a public boat ramp facility at the County owned property located at 1200 Mahogany Mill Road. During the construction, soils contaminated with hazardous materials were discovered and reported to the FDEP as per Florida Statute requirements. Following the notification, the FDEP required an environmental site assessment (ESA). The ESA confirmed the contamination, at which time the FDEP requested that the County remediate the contamination. The cost of this remediation for 2013 was \$203,900.

As a result of the remediation, the County is eligible to apply for tax credits through the FDEP Voluntary Cleanup Tax Credit Program. This program allows eligible entities and individuals to recover certain expenses incurred in the voluntary execution of site assessment/remediation for hazardous materials, in the form of tax credits issued by the Florida Department of Revenue through the FDEP. Escambia County is eligible to receive \$101,950 in tax credits, representing fifty percent of the 2013 expenditures on this project.

BUDGETARY IMPACT:

In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal Consideration is required.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will coordinate all tasks.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for all Application submittals.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the FDEP, will handle the application process.

Attachments

MM Application



Department of Environmental Protection

VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of s. 376.30781, F.S., application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other required documentation.

SECTION I. - APPLICANT INFORMATION

A. APPLICANT¹

Name: Lumon J. May, Chairman

Address: 221 Palafox

(Street or P.O. Box)

Pensacola Florida 32502

(City)

(State)

(Zip Code)

Applicant's Point of Contact: Glenn Griffith, Brownfields Coordinator

Telephone Number: (850) 595-4920

E-mail: district2@myescambia.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

☒ postal address ☐ e-mail address (Choose one)

Federal Employment Identification Number (FEID), if applicant is a business: 596000598

—

-OR- (9-digit number)

Social Security Number, if applicant is an individual: - -
(9-digit number)

B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Glenn Griffith, Brownfields Coordinator

Address: 221 Palafox, Old County Courthouse, Suite 305, 4th Floor

(Street or P.O. Box)

Pensacola

Florida 32502

(City)

(State)

(Zip Code)

Telephone Number: (850) 595 - 3538

E-mail: gcgriffi@myescambia.com

Application Number

(FDEP Use Only)

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

☒ postal address ☐ e-mail address (Choose one)

If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.

SECTION II. - SITE INFORMATION

A. SITE IDENTIFICATION

Brownfield Site /Drycleaning Facility Name: Mahogany Mill Road Boat Ramp

Address: 1200 Mahogany Mill Rd., Blk

(Street or P.O. Box)

Pensacola
(City)

Florida

32507

(State) (Zip Code)

Brownfield Site Identification Number: BF 1__ 7__ 1__ 1__ 0__ 2__ 0__ 0__ 1__
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? No (Yes/No)

OR

DEP Drycleaning Facility Identification Number: _____
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: _____

Address: _____

(Street or P.O. Box)

(City)

(State)

(Zip Code)

Telephone Number: (____) _____ - _____ E-mail: _____

B. TYPE OF SITE

- ☐ (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete Section II.C. on page 3;
- ☐ (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete Section II.D. on page 3; or
- ☒ (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

C. DSCP SITES ELIGIBLE FOR STATE-FUNDED SITE REHABILITATION

See paragraph 62-788.300(3)(d), F.A.C.

If boxB.(1) is checked on page 2, the applicant must submit with this application a copy of the Department's eligibility order for the DSCP and the appropriate deductible payment, as indicated in the order. Please include a cashier's check or money order (DO NOT SEND CASH, PERSONAL CHECKS, OR CORPORATE CHECKS) made payable to the Water Quality Assurance Trust Fund. This check or money order must be separate from the \$250 non-refundable application review fee required by Section VIII of this application. Please check the appropriate box below to indicate the amount enclosed or previously paid:

- ☐ \$1,000 (complete DSCP applications submitted by June 30, 1997)
- ☐ \$5,000 (complete DSCP applications submitted July 1, 1997, through September 30, 1998)
- ☐ \$10,000 (complete DSCP applications submitted October 1, 1998, through December 31, 1998)
- ☐ Deductible previously paid in _____ (year) VCTC application

D. REAL PROPERTY OWNER AFFIDAVIT

See paragraph 62-788.300(3)(b), F.A.C.

If boxB.(2) is checked on page 2, the following affidavit must be signed by the real property owner and notarized:

The undersigned, under penalties of perjury, does solemnly swear that the applicant is the real property owner of the property containing the drycleaning solvent contaminated site at which the applicant is voluntarily conducting site rehabilitation, and that the applicant is not, and has never been, the owner or operator of the drycleaning facility where the contamination exists.

Signature of Real Property Owner or Authorized Corporate Real Property Owner Representative

Date

Print Name of Real Property Owner or Corporate Real Property Owner

Print Name of Authorized Corporate Real Property Owner Representative

Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
Real Property Owner's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION III. – DOCUMENTATION

For more detail, see paragraphs 62-788.300(3)(f) and .330(3)(d), F.A.C.

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task orders, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed; and**
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).

SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

A. TYPE OF TAX CREDIT CLAIMED (Check all that apply and complete additional sections as directed)

- ☒ (a) Site Rehabilitation; requires completion of Section IV.B.
☐ (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.
☐ (c) Affordable Housing bonus; requires completion of Section IV.D.
☐ (d) Health Care bonus; requires completion of Section IV.E.
☐ (e) Solid Waste Removal; requires completion of Section IV.F.

B. SITE REHABILITATION

See Rule 62-788.300, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

1. Total site rehabilitation costs incurred and paid by the applicant for this calendar year	\$ 203,900.00
2. 50% of the amount on line 1. or \$500,000 - whichever is less	\$ 101,950.00 Site Rehabilitation tax credit claimed
3. Joint applicant - The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year	Joint applicant name NONE 0 % contributed \$ 0 Amount contributed

C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.300, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

1. Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006	\$
2. 10% of the amount on line 1. or \$50,000 - whichever is less	\$ SRCO bonus claimed before July 1, 2006
3. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006	\$
4. 25% of the amount on line 3. or \$500,000 - whichever is less	\$ SRCO bonus claimed on or after July 1, 2006
5. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant	Joint applicant name % contributed \$ Amount contributed

- If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.
► The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.

D. AFFORDABLE HOUSING BONUS

See Rule 62-788.310, F.A.C.

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after July 1, 2006.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006	\$ _____
2. 25% of the amount on line 1. or \$500,000 - whichever is less	\$ _____ Affordable Housing bonus claimed
3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

In accordance with Rule 62-788.310(2), F.A.C., please provide a certification letter from the party to the use agreement that is identified below.

- ☐ (a) Florida Housing Finance Corporation
- ☐ (b) Local housing authority _____ (Name of Agency)
- ☐ (c) Other government agency _____ (Name of Agency)

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.320, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after January 1, 2008.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008	\$ _____
2. 25% of the amount on line 1. or \$500,000 - whichever is less	\$ _____ Health Care Facility/Provider bonus claimed
3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

- ☐ (a) Health Care Facility pursuant to Section 408.032, F.S., _____
- ☐ (b) Health Care Facility/Provider pursuant to Section 408.07, F.S., _____
- ☐ (c) Health Care Provider pursuant to Section 408.7056, F.S., _____

Health Care Facility/Provider claimed in this application:

Doing Business As: _____

Address: _____

City: _____ County: _____

Telephone Number: (____) _____ - _____

In accordance with Rule 62-788.320(2), F.A.C., please provide a copy of one of the required supporting documents listed below.

- ☐ (a) Certificate of Occupancy
- ☐ (b) License for the operation of the Health Care Facility or Health Care Provider
- ☐ (c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.330, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after July 1, 2006 for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

1.	Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006	\$ _____
2.	50% of the amount on line 1. or \$500,000 - whichever is less	\$ _____ Solid Waste Removal tax credit claimed
3.	Joint applicant - The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

In accordance with 62-788.330(2), F.A.C., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

Name of DEP representative consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

SECTION V. - TECHNICAL PROFESSIONAL CERTIFICATION

For more detail see paragraphs 62-788.300(3)(g) and .330(3)(e), F.A.C.

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 4 of this tax credit application; and that the costs incurred and paid by the applicant and claimed in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

5/2013-12/2013
Site Rehabilitation Period Covered by Application Solid Waste Removal Period Covered by Application

(SEAL)

Jill W Johnson
Signature of Registered Technical Professional
Jill W Johnson
Print Name

12/19/13
Date
Professional Geologist
Print Title (e.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Jill Johnson
Address: 316 South Baylen St, Ste 201
(Street or P.O. Box)
Pensacola FL 32533
(City) (State) (Zip Code)
Telephone Number: (850) 483 - 5100
State of Florida License Number: PG 2376
Expiration Date: 7/31/14

SECTION V. - TECHNICAL PROFESSIONAL CERTIFICATION

For more detail see paragraphs 62-788.300(3)(g) and .330(3)(e), F.A.C.

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 4 of this tax credit application; and that the costs incurred and paid by the applicant and claimed in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

5/2013 - 12/2013
Site Rehabilitation Period Covered by Application Solid Waste Removal Period Covered by Application

(SEAL)

Katherine R. Fox
Signature of Registered Technical Professional
Katherine R. Fox
Print Name

12/19/13
Date
Professional Engineer
Print Title (e.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Katherine Fox
Address: 316 S. Baylen St. Suite 201
(Street or P.O. Box)
Pensacola FL 32502
(City) (State) (Zip Code)
Telephone Number: (850) 483-5106
State of Florida License Number: 74636
Expiration Date: 2/28/2015

For more detail, see paragraphs 62-788.300(3)(h) and .330(3)(f), F.A.C., and subsections 62-788.300(4) and .330 (4), F.A.C.

Under penalties of perjury, I declare that I have read *A Guideline for Agreed-Upon Procedures for Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program*¹, Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that I understand the accounting requirements associated with these documents. In addition, I attest that I have read the foregoing Voluntary Cleanup Tax Credit application and that the facts stated in it are true to the best of my knowledge and belief.

Date _____

Original Issue Date: 4/2/82

DEP Form# 62-788.900(1) - Voluntary Cleanup Tax Credit Application - Effective Date XX/XX/XXXX

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

<i>(Check all that apply)</i>		Time Period Covered by the Application
<input type="checkbox"/>	Section II.C. Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation	
<input type="checkbox"/>	Section II.D. Real Property Owner Affidavit	
<input checked="" type="checkbox"/>	Section IV.B. Site Rehabilitation Tax Credit	1/1/2012 – 12/31/2012
<input type="checkbox"/>	Section IV.C. Site Rehabilitation Completion Order Bonus	
<input type="checkbox"/>	Section IV.D. Affordable Housing Bonus	
<input type="checkbox"/>	Section IV.E. Health Care Facility or Health Care Provider Bonus	
<input type="checkbox"/>	Section IV.F. Solid Waste Removal Tax Credit	

Signature of Applicant

Date

Lumon J. May

Print Name

Chairman

Print Title

Attest: Pam Childers
Clerk of Circuit Court

Escambia County Board of County Commissioners

Print Company Name (If applicable)

By _____
Deputy Clerk

Notary Seal for Applicant's Certification Affidavit

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
Applicant's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE

For more detail see paragraphs 62-788.300(3)(e), 310(3)(c), 320(3)(c) or 330(3)(c) F.A.C.

Please include a **cashier's check** or **money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete", in accordance with Rule 62-788.400, F.A.C.

Send Completed Applications to:

Department of Environmental Protection
Division of Waste Management
Voluntary Cleanup Tax Credit
2600 Blair Stone Road, Mail Station 4505
Tallahassee, Florida 32399-2400

- OR -

Hand Deliver to:

Department of Environmental Protection
Division of Waste Management
Bureau of Waste Cleanup
2600 Blair Stone Road
Room 309
Tallahassee, Florida
Attn.: Voluntary Cleanup Tax Credit

KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5503

County Administrator's Report 14. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Voluntary Cleanup Tax Credit Application for 603 West Romana Street

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Voluntary Cleanup Tax Credit Application for the Former Escambia County Mosquito Control Facility - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Escambia County Board of County Commissioners Application for Voluntary Cleanup Tax Credits (VCTC) through the Florida Department of Environmental Protection (FDEP), for the environmental remediation of hazardous contamination at the former Escambia County Mosquito Control Facility, located at 603 West Romana Street:

A. Approve the Application to the FDEP for the VCTC, in the amount of \$94,933.86, for the former Mosquito Control Facility, located at 603 West Romana Street; and

B. Authorize the Chairman to sign the Application and all relating documents.

[Funding: In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields]

BACKGROUND:

Environmental Site Cleanup and Remediation at the former Escambia County Mosquito Control facility is ongoing, resulting in expenditures of \$94,933.81 for 2013. As a result of the remediation, the County is eligible to apply for tax credits through the FDEP VCTC Program. The program allows eligible entities and individuals to recover certain expenses incurred in the voluntary execution of site assessment/remediation for hazardous materials, in the form of tax credits issued by the Florida Department of Revenue through the FDEP. The County is eligible to receive \$47,466.91 in tax credits, representing fifty percent of the 2013 expenditures on this project.

BUDGETARY IMPACT:

In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration is required.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will coordinate all tasks.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for all Application submittals.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with FDEP, will handle the application process.

Attachments

603 Romana App VCTC



Department of Environmental Protection

VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of s. 376.30781, F.S., application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other required documentation.

SECTION I. – APPLICANT INFORMATION

A. APPLICANT¹

Name: Lumon J. May, Chairman

Address: 221 Palafox

(Street or P.O. Box)

Pensacola Florida 32502

(City) (State)

(Zip Code)

Applicant's Point of Contact: Glenn Griffith, Brownfields Coordinator

Telephone Number: (850) 595-4920

E-mail: district2@myescambia.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

Xpostal address Xe-mail address (Choose one)

Federal Employment Identification Number (FEID), if applicant is a business: 596000598

—

-OR- (9-digit number)

Social Security Number, if applicant is an individual: - -
(9-digit number)

B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Glenn Griffith, Brownfields Coordinator

Address: 221 Palafox, Old County Courthouse, Suite 305, 4th Floor

(Street or P.O. Box)

Pensacola

Florida 32502

(City)

(State)

(Zip Code)

Telephone Number: (850) 595 - 3538

E-mail: gcgriffi@myescambia.com

Application Number

(FDEP Use Only)

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

☐ postal address ☒ e-mail address (Choose one)

If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.

SECTION II. – SITE INFORMATION

A. SITE IDENTIFICATION

Brownfield Site /Drycleaning Facility Name: Former Escambia County Mosquito Control Facility

Address: 603 W. Romana

(Street or P.O. Box)

Pensacola _____ Florida _____ 32502 _____
(City) (State) (Zip Code)

Brownfield Site Identification Number: BF1 7 0 5 0 2 0 0 1 _____
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? No (Yes/No)

OR

DEP Drycleaning Facility Identification Number: _____
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: _____

Address: _____
(Street or P.O. Box)

(City) (State) (Zip Code) _____

Telephone Number: (____) _____ - _____ E-mail: _____

B. TYPE OF SITE

- ☐ (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete **Section II.C.** on page 3;
- ☐ (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete **Section II.D.** on page 3; or
- ☒ (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

C. DSCP SITES ELIGIBLE FOR STATE-FUNDED SITE REHABILITATION

See paragraph 62-788.300(3)(d), F.A.C.

If boxB.(1) is checked on page 2, the applicant must submit with this application a copy of the Department's eligibility order for the DSCP and the appropriate deductible payment, as indicated in the order. Please include a cashier's check or money order (DO NOT SEND CASH, PERSONAL CHECKS, OR CORPORATE CHECKS) made payable to the Water Quality Assurance Trust Fund. This check or money order must be separate from the \$250 non-refundable application review fee required by Section VIII of this application. Please check the appropriate box below to indicate the amount enclosed or previously paid:

- ☐ \$1,000 (complete DSCP applications submitted by June 30, 1997)
- ☐ \$5,000 (complete DSCP applications submitted July 1, 1997, through September 30, 1998)
- ☐ \$10,000 (complete DSCP applications submitted October 1, 1998, through December 31, 1998)
- ☐ Deductible previously paid in _____ (year) VCTC application

D. REAL PROPERTY OWNER AFFIDAVIT

See paragraph 62-788.300(3)(b), F.A.C.

If boxB.(2) is checked on page 2, the following affidavit must be signed by the real property owner and notarized:

The undersigned, under penalties of perjury, does solemnly swear that the applicant is the real property owner of the property containing the drycleaning solvent contaminated site at which the applicant is voluntarily conducting site rehabilitation, and that the applicant is not, and has never been, the owner or operator of the drycleaning facility where the contamination exists.

Signature of Real Property Owner or Authorized Corporate Real Property Owner Representative

Date

Print Name of Real Property Owner or Corporate Real Property Owner

Print Name of Authorized Corporate Real Property Owner Representative

Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
Real Property Owner's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION III. – DOCUMENTATION

For more detail, see paragraphs 62-788.300(3)(f) and .330(3)(d), F.A.C.

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task orders, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed;** and
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).

SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

A. TYPE OF TAX CREDIT CLAIMED (Check all that apply and complete additional sections as directed)

- ☒ (a) Site Rehabilitation; requires completion of Section IV.B.
☐ (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.
☐ (c) Affordable Housing bonus; requires completion of Section IV.D.
☐ (d) Health Care bonus; requires completion of Section IV.E.
☐ (e) Solid Waste Removal; requires completion of Section IV.F.

B. SITE REHABILITATION

See Rule 62-788.300, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

1. Total site rehabilitation costs incurred and paid by the applicant for this calendar year	\$ 94,933.86
2. 50% of the amount on line 1. or \$500,000 - whichever is less	\$ 47,466.93 Site Rehabilitation tax credit claimed
3. Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year	Joint applicant name _____ NONE _____ _____ 0 _____ % contributed \$ 0 Amount contributed

C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.300, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

1. Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006	\$ _____
2. 10% of the amount on line 1. or \$50,000 - whichever is less	\$ _____ SRCO bonus claimed before July 1, 2006
3. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006	\$ _____
4. 25% of the amount on line 3. or \$500,000 - whichever is less	\$ _____ SRCO bonus claimed on or after July 1, 2006
5. Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

➤ If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

➤ The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.

D. AFFORDABLE HOUSING BONUS

See Rule 62-788.310, F.A.C.

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after July 1, 2006.

1.	Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006	\$ _____
2.	25% of the amount on line 1. or \$500,000 - whichever is less	\$ _____ Affordable Housing bonus claimed
3.	Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

In accordance with Rule 62-788.310(2), F.A.C., please provide a certification letter from the party to the use agreement that is identified below.

- ☐ (a) Florida Housing Finance Corporation
- ☐ (b) Local housing authority _____ (Name of Agency)
- ☐ (c) Other government agency _____ (Name of Agency)

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.320, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **January 1, 2008**.

1.	Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008	\$ _____
2.	25% of the amount on line 1. or \$500,000 - whichever is less	\$ _____ Health Care Facility/Provider bonus claimed
3.	Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

- ☐ (a) Health Care Facility pursuant to Section 408.032, F.S., _____
- ☐ (b) Health Care Facility/Provider pursuant to Section 408.07, F.S., _____
- ☐ (c) Health Care Provider pursuant to Section 408.7056, F.S., _____

Health Care Facility/Provider claimed in this application:

Doing Business As: _____

Address: _____

City: _____ County: _____

Telephone Number: (____) _____ - _____

In accordance with Rule 62-788.320(2), F.A.C., please provide a copy of one of the required supporting documents listed below.

- ☐ (a) Certificate of Occupancy
- ☐ (b) License for the operation of the Health Care Facility or Health Care Provider
- ☐ (c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.330, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after **July 1, 2006** for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

1.	Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006	\$ _____
2.	50% of the amount on line 1. or \$500,000 - whichever is less	\$ _____ Solid Waste Removal tax credit claimed
3.	Joint applicant - The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

In accordance with 62-788.330(2), F.A.C., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

Name of DEP representative consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

SECTION V. – TECHNICAL PROFESSIONAL CERTIFICATION

For more detail see paragraphs 62-788.300(3)(g) and .330(3)(e), F.A.C.

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 4 of this tax credit application; and that the costs incurred and paid by the applicant and claimed in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

Site Rehabilitation Period Covered by Application

Solid Waste Removal Period Covered by Application


Signature of Registered Technical Professional
Laura B. Barnhart
Print Name

12/12/13
Date
Professional Geologist
Print Title (e.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Laura Barnhart
Address: 1812 E. Mallory St.
(Street or P.O. Box)
Pensacola FL 32503
(City) (State) (Zip Code)
Telephone Number: (850) 434-1017
State of Florida License Number: 2643
Expiration Date: 07-31-2014

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

	<i>(Check all that apply)</i>	Time Period Covered by the Application
<input type="checkbox"/>	Section II.C. Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation	
<input type="checkbox"/>	Section II.D. Real Property Owner Affidavit	
<input checked="" type="checkbox"/>	Section IV.B Site Rehabilitation Tax Credit	1/1/2012 – 12/31/2012
<input type="checkbox"/>	Section IV.C. Site Rehabilitation Completion Order Bonus	
<input type="checkbox"/>	Section IV.D. Affordable Housing Bonus	
<input type="checkbox"/>	Section IV.E. Health Care Facility or Health Care Provider Bonus	
<input type="checkbox"/>	Section IV.F. Solid Waste Removal Tax Credit	

Signature of Applicant

Date

Lumon J. May

Print Name

Chairman

Print Title

Attest: Pam Childers
Clerk of the Circuit Court

Escambia County Board of County Commissioners

Print Company Name (if applicable)

By _____

Deputy Clerk

Notary Seal for Applicant's Certification Affidavit

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
Applicant's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE

For more detail see paragraphs 62-788.300(3)(e), 310(3)(c), 320(3)(c) or 330(3)(c) F.A.C.

Please include a **cashier's check or money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete", in accordance with Rule 62-788.400, F.A.C.

Send Completed Applications to:

Department of Environmental Protection
Division of Waste Management
Voluntary Cleanup Tax Credit
2600 Blair Stone Road, Mail Station 4505
Tallahassee, Florida 32399-2400

- OR -

Hand Deliver to:

Department of Environmental Protection
Division of Waste Management
Bureau of Waste Cleanup
2600 Blair Stone Road
Room 309
Tallahassee, Florida
Attn.: Voluntary Cleanup Tax Credit

KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5556

County Administrator's Report 14. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Recommendation Concerning Mark Dunning Industries, Inc.

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Certificate of Need and Non-Exclusive Long Term Franchise Agreement for Mark Dunning Industries, Inc. - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning Mark Dunning Industries, Inc.:

A. Approve the Certificate of Need, permitting Mark Dunning Industries, Inc., to operate in Escambia County;

B. Approve the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste between Escambia County and Mark Dunning Industries, Inc.;

C. Authorize the Chairman to execute the Certificate of Need; and

D. Authorize the Interim County Administrator to execute the Franchise Agreement

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

BACKGROUND:

An application for a Certificate of Need was submitted to the Solid Waste Management Department by Mark Dunning Industries, Inc., to operate in Escambia County. This company anticipates servicing Escambia County by providing collection and transportation of solid waste directly from commercial sites to the County's landfill. The company is also requesting to enter into a Non-Exclusive Long Term Franchise Agreement with the County as well.

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:

A Solid Waste Management Permit Application Fee of \$150.00 has been deposited into Fund 401, Solid Waste Fund, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Certificate of Need and the Non-Exclusive Long Term Franchise Agreement for legal sufficiency. The Board of County Commissioners approved the Non-Exclusive Long Term Franchise Agreement form at the 09/01/11 Board of County Commissioners meeting.

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, originals of the Certificate of Need and Non-Exclusive Long Term Franchise Agreement 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

Certificate of Need

MDI, Inc Franchise Agreement

Cert of Need Application

MDI Inc Letter

Brd Mins 09_01_2011

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 Mark Dunning Industries (MDI)

owned or operated by Mark Dunning Industries (MDI)

(Name of Company)

at 100 Racetrack Rd., Dothan, AL 36303, 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**

Lumon J. May, 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

NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT FOR THE COLLECTION OF COMMERCIAL SOLID WASTE

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this 16th day of January, 2014, between Escambia County (County) and Mark Dunning Industries, Inc. ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on September 1, 2011, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

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1. **DEFINITIONS**

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. **Agreement** shall mean this written contract between Escambia County and Contractor.
- B. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Board** shall mean the Board of County Commissioners of Escambia County, Florida.
- D. **Bulky Waste** shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- E. **Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. **Commercial Solid Waste** shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. Container** shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. Contractor** shall mean Mark Dunning Industries, Inc. and its successors and assigns.
- M. Contract Administrator** shall mean County Administrator or his or her designee.
- N. County** shall mean Escambia County, a political subdivision of the State of Florida.
- O. Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. Designated Facility** shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. Effective Date** shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

- T. Garbage Cart** shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. Hazardous Waste** shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. Industrial Solid Waste** shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- W. Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. Recyclable Material** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. Residential Recyclables** shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. Residential Solid Waste** shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- BB. Residential Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- CC. Service Area** shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- DD. Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste** shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- FF. Term** shall mean the period of time when this Agreement is in effect.
- GG. Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at ptjohnson@myescambia.com

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$____ [insert old rate] per cubic yard per collection to \$____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

$$CC \times FF \times NC = \text{Amount Due to County}$$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Solid Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that Mark Dunning Industries, Inc.
(Company Name)

is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

Reporting Month and Year:

Mark Dunning Industries, Inc.
Company Name:

Authorized Signature:

Telephone No.:

Printed Name:

Title:

Date:

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's

Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$43.54 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$52.11 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD)

is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of

insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or

omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

**Escambia County Solid Waste Management
Attention: Contract Administrator
13009 Beulah Road
Cantonment, FL 32533-8831**

**Copy to: County Attorney
221 Palafox Place
Pensacola, FL 32502**

As to Contractor:

**Mark Dunning Industries, Inc.
100 Race Track Road
Dothan, AL 36303**

(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
 - 1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 - 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 - 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 - 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 - 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 - 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 - 7. Failure to display Contractor's name on Contractor's vehicles, as required

in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.

B. The administrative charge shall be \$1,000 for each of the following events:

1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

- A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or
- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.
- B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.
- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to

comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation

on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- A. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement

held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR

Escambia County Board of County Commissioners

BY: [Signature]
As the Duly Authorized Representative of Contractor

BY: _____
George Touart
Interim County Administrator

J. Mark Dunning
(Print or Type Name)

Date: _____

Title President

Witness _____

Date: 1/3/14

Witness _____

STATE OF Ala.
COUNTY OF DaDe

On this 4 day of January, 2014, personally appeared before me, _____ whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed instrument.

Witness my hand and official seal.

[Signature]
Notary Public Signature
MARILYN A. SILAVENT
NOTARY PUBLIC
ALABAMA, STATE AT LARGE
Commission Expires NOVEMBER 21, 2015

(Notary Seal)

This document approved as to form and legal sufficiency.
By: [Signature]
Title: DEPT. CHY ATTY
Date: 8-30-11

**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: 12/31/13

(Name of Business) MARK DUNNING INDUSTRIES (MDI) applies for

a Certificate of Need to operate INTEGRATED SOLID WASTE MANAGEMENT, under the
(Type of Service)

Name of MARK DUNNING INDUSTRIES (MDI)

Owned or operated by US NAVY
(Individual/Corporation/Partnership)

at NAS PENSACOLA, FL And All Outside Areas
(Location of Operation)

Fiscal Year End OCTOBER 1

Federal Identification Number 63-0795583

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. X 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. X 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.


(Signature of Applicant)



Escambia County, Florida



Application for

Solid Waste Management Permit

Name of Business: MARK DUNNING INDUSTRIES (MDI)
(Legal Name) (Trade Name)
Business Address: 100 RACETRACK RD. DOTHAN, AL 36303 Telephone 334-983-1506
(Street) (City & State) (Zip)
Type of business: ☒ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Other S CORP
Owner(s): J. MARK DUNNING Telephone: 334-983-1506
Address: 100 RACETRACK RD. DOTHAN, AL 36303 Fax: 334-983-1627
(Street) (City & State) (Zip)

Note: Complete each of the following questions attaching additional information as needed.

- List inventory of all motorized equipment or other equipment to be used in such collection, transportation, or disposal. 2, 4, 6, 8 FRONT LOAD CONTAINERS
(2) FRONT END LOADERS 30, 40 COMPACTORS
(2) ROLL OFF TRUCKS 20, 30, 40 ROLL OFF CONTAINERS
- Give methods of storage, transport, and processing to be used. COLLECT WASTE VIA VEHICLES LISTED IN SECTION 1
FROM NAS PENSACOLA, FL
- Detail location and type of processing and/or disposal contemplated. PALAFIX TRANSFER STATION AND PERDIDO LANDFILL
- Itemize the types and amounts of wastes to be covered by the permit, including a description of the project or process generating the wastes. SOLID WASTE, AUTOCLAVED WASTE, COMPACTED WASTE
- State the route(s) to be used in transporting and pick-up schedules. ☐ Countywide ☒ Other
NAS PENSACOLA
- Proof of all insurance and/or bonding is required. (Attach certificates)
- Is Certificate of Need Required? ☐ Yes ☒ No
If yes, has it been acquired? ☐ Yes ☒ No

Special Instructions-Prior to operation all vehicles must have the following markings:

- Clearly visible insignia designating the name of the collection firm and its telephone number on both sides of truck.
- Permit numbers must be displayed on both sides of the vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six (6) inches high.

[Signature]
(Signature of Applicant)

12/21/13
(Date)



Department of Solid Waste Management

13009 Beulah Road
Cantonment, Florida 32533-8831
Phone: 850.937.2176
Fax: 850.937.2143



CORPORATE INFORMATION SHEET

The following information may be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Name of Corporation:

(As used in Florida)

MARK DUNNING INDUSTRIES

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

PO Box: 2046

City, State, Zip: DOTHAN, AL 36302

Street Address: 100 RACETRACK ROAD

City, State, Zip: DOTHAN, AL 36303

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: 63-0795583

(For all instruments to be recorded, taxpayer's identification is needed)

Occupational License Number: _____ Expiration Date: _____

Name and Title of individual who will sign the instrument on behalf of the company:

Name: J MARK DUNNING

Title: PRESIDENT

(Spelled exactly as it would appear on the instrument)

(In order to establish an account or for the issuance of a permit, the instrument shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the corporation. Corporation shall submit a copy of the resolution together with the executed instrument to the Department of Solid Waste Management)

Contact person and title for corporation:

Name: J. MARK DUNNING

Title: PRESIDENT

Phone: 334-983-1506

Fax: 334-983-1627

Email: j.m.dunning@markdunning.com

Names of Officers:

President: J MARK DUNNING

Secretary: J MARK DUNNING

Vice President: N/A

Treasurer: N/A

Director: BRAD DUNNING

Director: N/A

Other: MARILYNN SILAVENT

Other: _____

Administration

Engineering and Environmental Quality

Landfill Operations

Recycling Operations

CORPORATE INFORMATION SHEET

Page 2

Please answer the following questions:

What kind of Corporation is this?

☒ FOR PROFIT

☐ NOT FOR PROFIT

Is this a Florida Corporation?

☐ YES

☒ NO

If not a Florida Corporation:

In what state was it created?

ALABAMA

Name as spelled in that State:

MARK DUNNING INDUSTRIES

Is the Corporation in good standing?

☒ YES

☐ NO

Is it authorized to transact business in Florida?

☒ YES

☐ NO

Does it use a registered fictitious name?

☐ YES

☒ NO

Fictitious Name as registered with

Florida Department of State Division of Corporations: _____

State of Florida Department of State Certificate of Authority Document Number:

(See Notes below for information regarding obtaining authority)

F97000000477

NOTES:

Information regarding Certificates of Authority to transact business in Florida may be obtained from the Florida Department of State - Office of the Secretary - Division of Corporations, (850) 245-6953 or on the World Wide Web at <http://www.dos.state.fl.us/doc/index.html>

Information regarding Occupational Licenses may be obtained at the Escambia County Tax Collector's Office, P. O. Box 131, Pensacola, FL 32596-1312, (850) 438-6500 or on the World Wide Web at <http://www.ectc@co.escambia.fl.us>

DO NOT WRITE BELOW THIS LINE

Verified by: _____

Date: _____

State of Florida

Department of State

I certify from the records of this office that MARK DUNNING INDUSTRIES, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on January 29, 1997.

The document number of this corporation is F97000000477.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on April 30, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty-first day of October,
2013*



Ken Datzman
Secretary of State

Authentication ID: CU8660303733

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

2013 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F97000000477

Entity Name: MARK DUNNING INDUSTRIES, INC.

Current Principal Place of Business:

100 RACETRACK RD
DOTHAN, AL 36303

Current Mailing Address:

PO BOX 2046
DOTHAN, AL 36302

FEI Number: 63-0795583

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
C/O CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTAION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail Detail :

Title DCPT
Name DUNNING, J MARK
Address 100 RACETRACK RD
City-State-Zip: DOTHAN AL 36304

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DUNNING, J MARK

DCPT

04/30/2013

Electronic Signature of Signing Officer/Director Detail

Date



December 31, 2013

Solid Waste Management
13009 Beulah Rd
Cantonment, Florida 32533-8831

RE: Permission to Receive a Certificate of Need, Solid Waste Management Permit, and Non-Exclusive Franchise Agreement

Dear Ms. Hunter,

Mark Dunning Industries (MDI), has recently been awarded the Integrated Solid Waste Management (ISWM) contract at Naval Air Station (NAS) Pensacola, FL, and Outside Areas. MDI will be the Prime Contractor for this requirement and will be solely responsible for collecting all waste from within NAS Pensacola, FL for the U.S. Navy. Per contract instructions, MDI is required to obtain a Certificate of Need, Solid Waste Management Permit, and Non-Exclusive Franchise Agreement from Escambia County in order to comply with all local regulations. Please accept this letter as our request to be granted permission to obtain all of the requested credentials necessary to perform the ISWM functions for the U.S. Navy.

Please also find our **EIN: 63-0795583**.

If you have any immediate questions please call me at (334) 983-1506 or you can reach me via email at j.m.dunning@markdunning.com.

Sincerely,
MARK DUNNING INDUSTRIES, INC

A handwritten signature in black ink that reads "J. Mark Dunning". The signature is written in a cursive style and is located within a light green rectangular box.

J. Mark Dunning
President

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

7. Taking the following action concerning supplemental State of Florida, Department of Community Affairs (DCA), Community Development Block Grant (CDBG), Disaster Recovery Enhancement Funds (DREF) Grant funding for the Lakewood Sanitary Sewer Improvements Project (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436, and Fund 124/Affordable Housing, Cost Center 220442):
 - A. Approving Amendment #1 to the Interlocal Agreement for CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority to incorporate DREF funding of \$492,506 (increasing the total Grant funding from \$3,200,000 to \$3,692,506), for the ongoing construction of sanitary sewer improvements in the Lakewood Subdivision located within the Barrancas Community Redevelopment Area; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the Project.
8. Taking the following action concerning an *Application for Certificate of Need* and notification of "DBA" name change for Progressive Environmental Services, Inc., formerly operating as Eagle-SWS, and now operating as SWS Environmental Services (Fund 401, Solid Waste, Account No. 343402):
 - A. Approving the *Application for Certificate of Need* permitting Progressive Environmental Services, Inc., to operate in Escambia County, d/b/a SWS Environmental Services; and
 - B. Authorizing the Chairman to sign the Certificate.
9. Taking the following action concerning the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste* (Fund 103, Account 323701 [Franchise Fees – Commercial Garbage]):
 - A. Approving (the form of) the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste*;

(Continued on Page 28)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

9. Continued...

B. Approving the collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA; and

C. Authorizing the County Administrator to sign the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste* with current Board-approved Commercial Solid Waste haulers collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement.

10. See Page 29.

11. See Page 30.

12. See Page 31.

13. See Page 32.

14. Taking the following action regarding an amended Interlocal Agreement with the Town of Century (funding for all related zoning cases will be provided by the Town of Century; all other costs associated with Environmental Enforcement services will continue to be provided from Cost Center 220488, Community Development Block Grant):

A. Approving an amended Interlocal Agreement between Escambia County, Florida, and the Town of Century, Florida, for the provision of Code Enforcement services in connection with the abatement of neighborhood nuisances within the corporate limits of the Town of Century; and

B. Authorizing the Chairman to sign the amended Interlocal Agreement.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5570

County Administrator's Report 14. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Change Order 1 to Purchase Order 140187 to Moore Medical, LLC

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Moore Medical, LLC, for Medical Supplies and Equipment in Support of the Daily Operations of the Emergency Medical Services Division - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order Number 1, adding funds for medical supplies and equipment in direct support of the daily operations of the Emergency Medical Services Division for the Fiscal Year 2014, piggy-backing off the Unified Fire Authority (UFA), Contract UFA 12-122:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	\$80,000
Vendor:	Moore Medical, LLC
Project Name:	N/A
Contract:	N/A
PO#:	140187
CO#:	1
Original Award Amount:	\$15,000
Cumulative Amount of Change Orders through this CO:	\$80,000
New PO Total:	\$95,000

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

BACKGROUND:

In its meeting held September 16, 2013, the Board authorized issuance of a purchase order to Moore Medical, LLC in the amount of \$90,000; however, the initial Purchase Order, 140187, was issued in the amount of \$15,000, well below the anticipated need for FY14 (FY13 total expenditure with this vendor was \$83,000), because no contracting mechanism was known to be available with that vendor. The Escambia County Purchasing Office, working with Moore Medical, LLC, has offered the Unified Fire Authority contract which resulted from an RFP solicited by that agency for medical supplies. The term of the initial contract is October 15, 2012, through September 15, 2015, with options to renew each year until it fully expires in 2017. The recommended Change Order, increasing the authorized Purchase Order total to \$95,000, will add funds in an amount estimated to be needed for the balance of the current fiscal year.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

UFA Signed Contract

UFA Med Supply Catalog

Unified Fire Authority

Contract UFA 12-122



**Commencing October 15, 2012 through September 15, 2015
With option of renewal each year until September 15, 2017 at which date
contract fully expires**

Medical Supply Catalog

UNIFIED FIRE AUTHORITY

THIS NON-EXCLUSIVE AGREEMENT is made and entered into as of October 15, 2012 by and between UNIFIED FIRE AUTHORITY a political subdivision of the State of Utah, hereinafter "UFA" and Moore Medical LLC hereinafter "Supplier".

WITNESSETH:

WHEREAS, Supplier desires to provide Medical Supplies, as described in the attached specifications for UFA;

WHEREAS, UFA desires to engage Supplier for such products and services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Supplier agrees to provide Medical Supplies as described in the attached specifications described in Exhibits A attached hereto for a period of (3) three years commencing as of the date of execution of this Agreement. UFA may extend this Agreement for (2) two years, renewable on an annual basis, under the same terms and conditions. Notice of time extensions shall be in writing served upon the Supplier by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. All financial commitments by UFA shall be subject to the availability of funds approved by UFA Board and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.
2. For such products and services, Supplier shall be paid as specified under Exhibit "B", Price Schedule, attached and incorporated by reference.
3. For such consideration, Supplier shall furnish all materials, supervision, labor and equipment to complete the requirements of this Agreement.

4. Supplier, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's Compensation sufficient to cover all Suppliers' employees pursuant to Utah State statutes. The certificate and policy shall provide that coverage there under shall not be canceled or reduced without at least thirty (30) days prior written notice to UFA.

B. Commercial General Liability insurance with UFA named as an additional insured, in the minimum amount of \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate. The certificate and policy shall provide that coverage there under shall not be canceled or modified without at least thirty (30) days prior written notice to UFA.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, with UFA named as an additional insured, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage there under shall not be canceled or modified without at least thirty (30) days written notice to UFA.

D. Supplier shall furnish Certificates of Insurance, acceptable to UFA, verifying the foregoing concurrent with the execution hereof and thereafter as required.

E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and shall be either:

(1) Listed in the *Federal Register*, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"; or

(2) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States*.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Supplier shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by UFA, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to UFA's Chief Legal Officer.

5. Supplier shall obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Supplier shall hold UFA harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by UFA as a result of such violation.

6. UFA may, in its sole discretion, terminate this Agreement upon ten (10) days prior written notice to Supplier if UFA determines that Supplier's performance is unsatisfactory, or that Supplier has violated any of the terms or provisions of this Agreement; or in the event Supplier becomes insolvent or is named as a Debtor in Bankruptcy. In the event of termination under this paragraph, the Supplier, at UFA's option, shall forfeit as liquidated damages, all performance bonds or other sureties given to UFA under this Agreement. The liquidated damage option shall be in addition to any and all remedies at law or equity, which are available to UFA.

7. If this Agreement is canceled or terminated as provided herein, UFA shall calculate and pay the Supplier on the basis of actual services satisfactorily performed and benefit received.

8. Supplier, for itself, its successors and assigns, as part of the consideration therefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

9. Supplier agrees to indemnify, save harmless and defend UFA, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by Supplier's intentionally wrongful, reckless or negligent performance hereunder. If UFA's tender of defense, based upon this indemnity provision, is rejected by Supplier, and Supplier is later found by a court of competent jurisdiction to have been required to indemnify UFA, then in addition to any other remedies UFA may have, Supplier shall pay UFA's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnities' sole negligence.

10. Supplier represents that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly influenced, and hereby promises that it will not knowingly influence, a UFA officer or employee or former UFA officer or employee to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

11. Supplier is not an employee of UFA for any purpose whatsoever. The Supplier is an independent contractor at all times during the performance of the services specified.

12. All notices shall be directed to the following address:

Unified Fire Authority:
Fire Chief
3380 South 900 West
Salt Lake City, Utah 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West
Salt Lake City, Utah 84119

13. This Agreement shall not be assigned by either party without the prior written consent of the other party.

14. Supplier's obligations are solely to UFA and UFA's obligations are solely to Supplier. This Agreement shall confer no third party rights whatsoever.

15. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.

16. The total Agreement between the parties shall consist of the following documents which are incorporated herein by this reference:

- A. This Agreement.
- B. The Request for Proposals issued by UFA on August 2, 2012 and any addendum or supplement thereto.
- C. Supplier's Response to UFA's Request for Proposals dated September 6, 2012.

17. This Agreement shall be enforced in and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals
the day and year first above written.

UNITED FIRE AUTHORITY

By

Title

Fire Chief

SUPPLIER

By

Charles M Valentino

Title

Director Customer Support

Limited Liability Co.
CORPORATE ACKNOWLEDGMENT

STATE OF Connecticut)
~~UTAH~~

County of Hartford)
:SS

On the 27th day of November, 2012, personally appeared
before

me Charles M Valentino, who being by me duly sworn, did say that he/she is
the

(Name of person signing Agreement)

Director Customer Support, and said person acknowledged to me that said corporation
executed

(Title of person signing Agreement)

the same.

Bozena Samel

NOTARY PUBLIC, residing in Farmington

Hartford

County

My Commission Expires:

BOZENA SAMSEL
NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 01, 2013
2013

EXHIBIT "A"

SCOPE OF WORK

Medical Supplies

I. GENERAL

- A. Supplier, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us.

- B. Supplier shall be solely responsible for the safety of Supplier's employees and others relative to Supplier's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
- C. Supplier shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

II. RESPONSIBILITIES OF THE SUPPLIER

The responsibilities of the Supplier include, but shall not be limited to, the following.

- A. Provide Medical Supplies at a discount from the standard list price.
- B. The supplier shall currently own and operate a place of business that shall be devoted to the services and product that they propose to furnish. Said place must be adequately equipped and staffed to render services set forth in this solicitation.

EXHIBIT "B"

PRICE SCHEDULE

Medical Supplies

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and related costs. UFA is not responsible for any freight related shipping cost and/or restocking fees related to return of parts. No other charges shall be allowed.
- B. UFA is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
- C. Prices stated shall be firm for the term of this Agreement. Requests for price adjustment thereafter shall follow requirements specified in Paragraph III, Option Renewal Period Price Adjustment.

II. PRICING

- A. Pricing to be consistent with that presented in the proposal, with the ability of minor pricing adjustments, due to changes of an unforeseen nature that are agreed upon by UFA and Supplier.
- B. Pricing must be itemized. Supplier shall provide an up to date price list, preferably online, to include the discount with each item/items to be purchased. Prices submitted in the RFP and discounted sale prices must match.

III. OPTION RENEWAL PERIOD PRICE ADJUSTMENT

- A. Prices stated are firm for the term of this Agreement. If this Agreement is extended for additional option periods, inflationary adjustments may be made at the discretion of the UFA, however, any request for adjustment shall be made by Supplier between the sixtieth (60th) and fortieth (40th) day prior to the extension date. Supplier shall calculate and make a request of UFA that the prices for the next renewal year be increased by the lesser of three percent (3%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US UFA Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties. UFA shall notify Supplier of its decision within fifteen (15) days of receiving Supplier's request.

- B. Prices shall be firm for the term of the contract and any price increases shall be agreed to by both parties. Prices posted on the vendor's site at the time of ordering will be the prices paid by the UFA. Written documentation (Exhibit "C") with two (2) copies of any proposed price increase or decrease must be submitted to UFA's contract coordinator.

IV. INVOICING AND PAYMENT

A packing list including purchase order number shall be included in all shipments. After acceptance of the products, UFA shall make payment to Supplier for all goods provided by Supplier pursuant to this Agreement. Supplier shall submit a copy of the written invoice (which must include the purchase order number) for the goods provided and UFA shall pay the invoiced amount within thirty (30) days, if not in dispute.

Original invoices (with PO#) shall be submitted to: Unified Fire Authority
Attn: Accounts Payable
3380 South 900 West
Salt Lake City, Utah 84119
bills@ufa-slco.org

EXHIBIT "C"
Proposed pricing adjustment

Proposed Price Adjustment on contract item:

Company and contract number: _____

Item number and description: _____

Current Contract price: _____

Proposed new price: _____

Effective Date of change (if accepted by both parties): _____



UNIFIED FIRE AUTHORITY

Fire Chief
Michael H. Jensen

Deputy Chief
Gaylord A. Scott

UFA Board

Roy Tingey
Chair

Tom Pollard
Vice-Chair

Kelvyn Cullimore

Randy Horiuchi

Jani Iwamoto

Jerry Rechtenbach

Matt Robinson

JoAnn Seghini

Darrell Smith

Richard Snelgrove

Dennis Webb

October 19, 2012

Charles Valentino
Moore Medical LLC
1690 New Britain Ave
Farmington, CT 06032

Dear Mr. Valentino,

I would like to thank you and your staff for your participation in the Medical Supply Catalog RFP. I appreciate the time and effort that went into your response.

We have selected Moore Medical as a provider for these services and look forward to working with your staff. Please sign the enclosed contract (where indicated) and **have your signature notarized**. Please keep a copy for your records and return the original to me at UFA Logistics Warehouse, 6726 Navigator Drive, West Jordan, UT 84084.

Please let me know if you have any questions or concerns.

Thank you,

Christine Bankowski
RFP Coordinator
cbankowski@ufa-slco.org

enclosure

.....

Sept. 5, 2012

UFA – Logistics Warehouse
6726 Navigator Drive
West Jordan, UT 84084

Attention: Medical Logistics Committee
Bid: Medical Supply Catalog

IN RESPONSE TO YOUR REQUEST FOR QUOTATION:

We are pleased to present the following for your consideration and approval. The terms below represent the basis for this quotation and do not extend to other orders or quotes.

1. Merchandise is freight prepaid to destination.
2. Please reference Bid Number 604108SQ with your order to receive special pricing.
Please attention your purchase order to the Bid/Quote Department
3. All Sales of prescription drugs and regulated products are contingent upon the provision of proper licensing.

To better service your needs in the future, a **copy of your bid tabulation** would be greatly appreciated after award is given. This will help to ensure that you receive proper pricing on all purchase orders and to let us know where we need to be more competitive on further bids. You can mail your tabulation, fax it to 877-354-5916 or you can also e-mail it to nvitulano@mooremedical.com.

Thank you for your interest in Moore Medical LLC. We look forward to a successful relationship and appreciate the opportunity to serve you.

Sincerely,



Nancy H. Vitulano
Contract Administrator

1690 New Britain Ave. | Farmington, CT 06032 | Phone: 800.234.1464

Customer Number - 21394348

Unified Fire Authority

6726 Navigator Dr
WEST JORDAN, UT 84084

Attention:

PO No.

RFQ No.

Quotation No. 604108

Exp. Date 09/30/2015

Sales Rep

Item #	Description	U/M	Qty	Unit Price	Extended Price
82884	Abdominal Pad Dermacea 5" X 9"	EA	1	\$ 4.76	\$ 4.76
59357	Non-Aspirin Elix Grape	EA	1	\$ 2.40	\$ 2.40
96719	Adenosine 3mg/ml 2ml Vial	EA	1	\$ 41.18	\$ 41.18
08215	Adhesive Tape Porous 1x10	EA	1	\$ 8.60	\$ 8.60
08217	Adhesive Tape Porous 2x10	EA	1	\$ 8.60	\$ 8.60
88461	King LTS-D Airway Ylw Sz 3	EA	1	\$ 63.12	\$ 63.12
88462	King LTS-D Airway Red Sz 4	EA	1	\$ 63.12	\$ 63.12
88463	King LTS-D Airway Prpl Sz 5	EA	1	\$ 63.12	\$ 63.12
88283	Albuterol Inh Sol .083 3mlBx25	EA	1	\$ 2.59	\$ 2.59
34089	Webcol Alcohol Preps Bx/200	EA	1	\$ 1.45	\$ 1.45
85587	Amlodarone 50mg/ml 3ml SDV	EA	1	\$ 13.38	\$ 13.38
72977	Aromatic Ammonia Inhalant ORM	EA	1	\$ 1.85	\$ 1.85
58869	IV Armboard 3"x9" Disposable	EA	1	\$ 0.74	\$ 0.74
47787	IV Armboards 3"x18" Disposable	EA	1	\$ 4.22	\$ 4.22
51559	Asherman Chest Seal 4"x 4"	EA	1	\$ 9.35	\$ 9.35
64957	Aspirin 81mg Chew Btl/36	EA	1	\$ 0.67	\$ 0.67
86971	Atropine Sulf .1mg/ml Lfs	EA	1	\$ 8.45	\$ 8.45
80672	Thomas Back Raft	EA	1	\$ 15.83	\$ 15.83
80673	Thomas Back Raft Pump	EA	1	\$ 12.22	\$ 12.22
92609	BIO BAG CONVENIENCE CLEAR 12	EA	1	\$ 14.78	\$ 14.78
68189	Moore Sheer Plastic 1x3 LF	EA	1	\$ 1.29	\$ 1.29
68190	Moore Sheer Plastic 3/4x3 LF	EA	1	\$ 1.09	\$ 1.09
65338	BAAM Beck Arwy Airflow Monitor	EA	1	\$ 5.57	\$ 5.57
66539	Airway Berman 40mm	EA	1	\$ 0.16	\$ 0.16
66540	Airway Berman 50mm	EA	1	\$ 0.16	\$ 0.16
66541	Airway Berman 60mm	EA	1	\$ 0.16	\$ 0.16
82129	Airway Berman Color 70mm	EA	1	\$ 0.22	\$ 0.22
66542	Airway Berman 80mm	EA	1	\$ 0.16	\$ 0.16
66543	Airway Berman 90mm	EA	1	\$ 0.16	\$ 0.16
66544	Airway Berman 100mm	EA	1	\$ 0.16	\$ 0.16
66545	Airway Berman 110mm	EA	1	\$ 0.16	\$ 0.16
63076	Bite Stik Plastic Disposable	EA	1	\$ 0.23	\$ 0.23
99348	Sphyg Adult Navy	EA	1	\$ 9.73	\$ 9.73
99347	Sphyg Child Navy	EA	1	\$ 9.73	\$ 9.73
99349	Sphyg Large Adult Navy	EA	1	\$ 12.78	\$ 12.78
99346	Sphyg Sm Adult Navy	EA	1	\$ 9.73	\$ 9.73
68734	Blue Sensor ECG Elect 1.5"10pk	EA	1	\$ 2.83	\$ 2.83
51900	Gasket Repl"O"Rng Brass/Rubb	EA	1	\$ 0.91	\$ 0.91

1690 New Britain Ave. | Farmington, CT 06032 | Phone: 800.234.1464

Item #	Description	U/M	Qty	Unit Price	Extended Price
<u>73204</u>	Regulator Spiracle BravO2 #830	EA	1	\$ 92.22	\$ 92.22
<u>11688</u>	Burn Sheet 60x96 Ster	EA	1	\$ 2.79	\$ 2.79
<u>44324</u>	Water-Jel Burn Jel 4oz Squeeze	EA	1	\$ 3.48	\$ 3.48
<u>68211</u>	Evac-U-Splint Carry Cs EV14 DS	EA	1	\$ 46.53	\$ 46.53
<u>62789</u>	Cath Suction Coil 14Fr Safe-T	EA	1	\$ 0.35	\$ 0.35
<u>57624</u>	Actidose Aqua 15gm	EA	1	\$ 9.79	\$ 9.79
<u>48533</u>	Bag Stifneck Carry Case	EA	1	\$ 23.33	\$ 23.33
<u>59897</u>	Ambu Perfit Ace Collar	EA	1	\$ 5.04	\$ 5.04
<u>73993</u>	Conform Bndg 3"x75" #2232	EA	1	\$ 5.84	\$ 5.84
<u>73994</u>	Conform Bndg 4"x75" #2236	EA	1	\$ 6.95	\$ 6.95
<u>44761</u>	Convenience Bags W/Hand Prot	EA	1	\$ 10.99	\$ 10.99
<u>94280</u>	Zoll Stat-Padz HVP	EA	1	\$ 33.26	\$ 33.26
<u>11674</u>	Oxygen Cylinder Wrench Met Sm	EA	1	\$ 2.84	\$ 2.84
<u>86754</u>	Dextrose 50% PFS 50ml Ansyr	EA	1	\$ 5.68	\$ 5.68
<u>62981</u>	Dextrose 25% Ansyr Syr	EA	1	\$ 5.69	\$ 5.69
<u>81644</u>	Diphenhydramine 50mg/ml 1ml VI	EA	1	\$ 22.48	\$ 22.48
<u>99038</u>	Econ Elastic Bndg 3" NS Bid	EA	1	\$ 0.32	\$ 0.32
<u>99039</u>	Econ Elastic Bndg 4" NS Bid	EA	1	\$ 0.34	\$ 0.34
<u>27445</u>	Scissors 7 1/4" Medicut Blk	EA	1	\$ 1.20	\$ 1.20
<u>88448</u>	Epinephrn 1:10000 LfsdAbbjtSyr	EA	1	\$ 2.47	\$ 2.47
<u>65678</u>	Epinephrine 1:1000 1mg/ml MDV	EA	1	\$ 6.34	\$ 6.34
<u>52909</u>	Epinephrine 1:1000 1mg/ml Amp	EA	1	\$ 37.19	\$ 37.19
<u>66033</u>	EpiPen 0.3mg Auto-Injector 2pk	EA	1	\$ 257.62	\$ 257.62
<u>66032</u>	EpiPen Jr 0.15mg 2 pk	EA	1	\$ 257.62	\$ 257.62
<u>15189</u>	Murphy ET Tubes Size 5.0	EA	1	\$ 1.19	\$ 1.19
<u>15190</u>	Murphy ET Tubes Size 5.5	EA	1	\$ 1.19	\$ 1.19
<u>15191</u>	Murphy ET Tubes Size 6.0	EA	1	\$ 1.19	\$ 1.19
<u>15192</u>	Murphy ET Tubes Size 6.5	EA	1	\$ 1.19	\$ 1.19
<u>15193</u>	Murphy ET Tubes Size 7.0	EA	1	\$ 1.19	\$ 1.19
<u>15194</u>	Murphy ET Tubes Size 7.5	EA	1	\$ 1.19	\$ 1.19
<u>15199</u>	Murphy ET Tubes Size 8	EA	1	\$ 1.19	\$ 1.19
<u>15195</u>	Murphy ET Tubes Size 8.5	EA	1	\$ 1.19	\$ 1.19
<u>15196</u>	Murphy ET Tubes Size 9	EA	1	\$ 1.19	\$ 1.19
<u>15197</u>	Murphy ET Tubes Size 9.5	EA	1	\$ 1.19	\$ 1.19
<u>47683</u>	Murphy ET Tube No Cuff 2.5mm	EA	1	\$ 1.12	\$ 1.12
<u>47684</u>	Murphy ET Tube No Cuff 3.0mm	EA	1	\$ 1.12	\$ 1.12
<u>47685</u>	Murphy ET Tube No Cuff 3.5mm	EA	1	\$ 1.12	\$ 1.12
<u>47686</u>	Murphy ET Tube No Cuff 4.0mm	EA	1	\$ 1.12	\$ 1.12
<u>47689</u>	Murphy ET Tube No Cuff 4.5mm	EA	1	\$ 1.12	\$ 1.12
<u>47690</u>	Murphy ET Tube No Cuff 5.0mm	EA	1	\$ 1.12	\$ 1.12
<u>67962</u>	Murphy ET Tube No Cuff 5.5mm	EA	1	\$ 1.12	\$ 1.12
<u>63438</u>	Evac-U-Splint Sml Ext EV101 DS	EA	1	\$ 75.66	\$ 75.66
<u>74282</u>	Eye Pads Curity 1 5/8"x 2 5/8"	EA	1	\$ 6.81	\$ 6.81
<u>75519</u>	Irrigating Eye Wash B/AFree4oz	EA	1	\$ 1.23	\$ 1.23
<u>37155</u>	SAM Splint Bl/Orn	EA	1	\$ 6.34	\$ 6.34

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Item #	Description	U/M	Qty	Unit Price	Extended Price
<u>78890</u>	Flex Guide ET Tube Intro 15Fr	EA	1	\$ 7.23	\$ 7.23
<u>12971</u>	Magill Forceps 9 3/4" Adult	EA	1	\$ 3.22	\$ 3.22
<u>12972</u>	Magill Forceps 8" Child	EA	1	\$ 2.95	\$ 2.95
<u>85615</u>	Argyle Salem Sump Tube 18FR	EA	1	\$ 1.70	\$ 1.70
<u>74285</u>	Kerlix 4.5"x4.1yd Bndg Ster	EA	1	\$ 1.73	\$ 1.73
<u>75244</u>	Glucagon Emerg Kit 1mg	EA	1	\$ 163.51	\$ 163.51
<u>80915</u>	Glucose 15gm Pkg/3	EA	1	\$ 11.48	\$ 11.48
<u>81254</u>	Mega Mover 1500	EA	1	\$ 17.81	\$ 17.81
<u>96561</u>	Ibuprofen 100mg/5ml Berry Susp	EA	1	\$ 2.98	\$ 2.98
<u>48675</u>	Infu-Surg Disp Infsr 1000cc	EA	1	\$ 14.21	\$ 14.21
<u>15991</u>	Medicaine/Sting Ease Swabs ORM	EA	1	\$ 1.89	\$ 1.89
<u>81854</u>	Econ Inst Ice Pack 5" x 7" ORM	EA	1	\$ 0.51	\$ 0.51
<u>81893</u>	Econ Inst Heat Pack 5"x7" ORM	EA	1	\$ 0.54	\$ 0.54
<u>63377</u>	Introcath IV Cath 18Gx11/4" Str	EA	1	\$ 101.11	\$ 101.11
<u>63381</u>	Introcath IV Cath 20Gx11/4" Str	EA	1	\$ 101.11	\$ 101.11
<u>63382</u>	Introcath IV Cath 22Gx1" Str	EA	1	\$ 101.11	\$ 101.11
<u>63383</u>	Introcath IV Cath 24Gx3/4" Str	EA	1	\$ 101.11	\$ 101.11
<u>63378</u>	Introcath IV Cath 16Gx11/4" Str	EA	1	\$ 101.11	\$ 101.11
<u>69457</u>	Introcath IV Cath 14Gx11/4" Str	EA	1	\$ 99.51	\$ 99.51
<u>83803</u>	Admin Set 60 Drop 89" #608305	EA	1	\$ 2.00	\$ 2.00
<u>64546</u>	Admin Set 10 Drop 1Y St 2C6401	EA	1	\$ 2.32	\$ 2.32
<u>16565</u>	Ked Extrication Device	EA	1	\$ 87.50	\$ 87.50
<u>68662</u>	SurgiLance Sft Lnct 22G 2.2 Or	EA	1	\$ 10.67	\$ 10.67
<u>15178</u>	Laryngoscope Med 8621	EA	1	\$ 12.59	\$ 12.59
<u>15179</u>	Laryngoscope Ped 8620	EA	1	\$ 12.59	\$ 12.59
<u>88444</u>	Lidocaine 2% 20mg/ml Ansyr	EA	1	\$ 2.52	\$ 2.52
<u>58718</u>	Limb Restraint "D" Ring Style	EA	1	\$ 2.99	\$ 2.99
<u>96468</u>	Disp Sensor LNCS Adult	CS	1	\$ 250.00	\$ 250.00
<u>96386</u>	Disp Sensor LNCS Pedi	CS	1	\$ 266.67	\$ 266.67
<u>51409</u>	Aspirator Meconium	EA	1	\$ 3.90	\$ 3.90
<u>77077</u>	N95 Part Resp w/Nose Flnge Med	EA	1	\$ 15.04	\$ 15.04
<u>63328</u>	N95 Part Resp w/Nose Flnge Sml	EA	1	\$ 15.04	\$ 15.04
<u>72161</u>	N95 Part Resp w/Nose Flnge Lrg	EA	1	\$ 15.04	\$ 15.04
<u>74042</u>	Mad Nasal w/o Syringe Mad300	EA	1	\$ 68.06	\$ 68.06
<u>50804</u>	Nasal Cannula #1110	EA	1	\$ 0.53	\$ 0.53
<u>89236</u>	Nasopharyngeal L/F Kit 20-36fr	EA	1	\$ 18.94	\$ 18.94
<u>87485</u>	Nebulizer Hand Held Rapid Meds	EA	1	\$ 1.51	\$ 1.51
<u>79584</u>	Needle Only 18G x 1 1/2 #26420	EA	1	\$ 2.90	\$ 2.90
<u>79578</u>	Needle Only 22G x 1 1/2 #26412	EA	1	\$ 2.90	\$ 2.90
<u>56345</u>	Oxisensor II Pedi Prob D-20	EA	1	\$ 12.97	\$ 12.97
<u>56346</u>	Oxisensor II Adult Prob D-25	EA	1	\$ 12.97	\$ 12.97
<u>87310</u>	Durasensor Adt O2 Sensor DS	EA	1	\$ 299.17	\$ 299.17
<u>73019</u>	Neopro Grn Glove PF No Ltx Lrg	EA	1	\$ 10.17	\$ 10.17
<u>73018</u>	Neopro Grn Glove PF No Ltx Med	EA	1	\$ 10.17	\$ 10.17
<u>73020</u>	Neopro Grn Glove PF No Ltx Xlg	EA	1	\$ 10.17	\$ 10.17

1690 New Britain Ave. | Farmington, CT 06032 | Phone: 800.234.1464

Item #	Description	U/M	Qty	Unit Price	Extended Price
<u>96515</u>	Nitrolingual 0.4mg Spr-ORM	EA	1	\$ 319.61	\$ 319.61
<u>64757</u>	Nitrostat 1/150 (0.4mg) Btl100	EA	1	\$ 18.60	\$ 18.60
<u>50799</u>	Mask High Concentration #1060	EA	1	\$ 1.01	\$ 1.01
<u>50808</u>	Pediatric Non-Rbrth Mask #1058	EA	1	\$ 1.21	\$ 1.21
<u>88449</u>	Sodium Chloride 0.9% 3ml Inh	EA	1	\$ 12.82	\$ 12.82
<u>86446</u>	Ondansetron 2mg/ml Znl SDV	EA	1	\$ 11.82	\$ 11.82
<u>70497</u>	OneTouch Ultra Control Sol	EA	1	\$ 8.62	\$ 8.62
<u>65091</u>	OneTouch Ultra System	EA	1	\$ 0.01	\$ 0.01
<u>65092</u>	OneTouch Ultra Test Strips	EA	1	\$ 61.22	\$ 61.22
<u>95188</u>	Regulator Brass O-25LPM Brb2D	EA	1	\$ 68.83	\$ 68.83
<u>87743</u>	CPR-D Padz Adult	EA	1	\$ 140.83	\$ 140.83
<u>81238</u>	Penlight Diagnostic Disp Moore	EA	1	\$ 2.94	\$ 2.94
<u>80716</u>	Safety Scalpel w/Hdl Moore #10	EA	1	\$ 6.70	\$ 6.70
<u>96650</u>	Povidone Iodine Prep Pads Gen	EA	1	\$ 3.10	\$ 3.10
<u>34983</u>	Sharps-A-Gator 1Gal Collector	EA	1	\$ 2.41	\$ 2.41
<u>95256</u>	Promethazine 25mg/ml Vial FRG	EA	1	\$ 27.88	\$ 27.88
<u>67172</u>	Digit Finger Oximeter Ylw	EA	1	\$ 111.11	\$ 111.11
<u>48191</u>	Hand Held Oximeter BCI 3301	EA	1	\$ 364.66	\$ 364.66
<u>49646</u>	Finger Probe BCI Adult	EA	1	\$ 128.92	\$ 128.92
<u>75924</u>	Hare Traction Splint Adult	EA	1	\$ 222.21	\$ 222.21
<u>99063</u>	Shoulder Harness Restrnt UP DS	EA	1	\$ 41.43	\$ 41.43
<u>11702</u>	Ring Cutter	EA	1	\$ 5.51	\$ 5.51
<u>52483</u>	Airway Naso Robertazzi 22F	EA	1	\$ 2.23	\$ 2.23
<u>52485</u>	Airway Naso Robertazzi 26F	EA	1	\$ 2.23	\$ 2.23
<u>52486</u>	Airway Naso Robertazzi 28F	EA	1	\$ 2.23	\$ 2.23
<u>52487</u>	Airway Naso Robertazzi 30F	EA	1	\$ 2.23	\$ 2.23
<u>52488</u>	Airway Naso Robertazzi 32F	EA	1	\$ 2.23	\$ 2.23
<u>52489</u>	Airway Naso Robertazzi 34F	EA	1	\$ 2.23	\$ 2.23
<u>52490</u>	Airway Naso Robertazzi 36F	EA	1	\$ 2.23	\$ 2.23
<u>77811</u>	Sharps Coll 6.9qt Rd 305489	EA	1	\$ 5.54	\$ 5.54
<u>47447</u>	Sharps Disp Sage 5Qt 8950SA	EA	1	\$ 3.20	\$ 3.20
<u>47446</u>	Sharps Disp Sage 1 Qt #8900SA	EA	1	\$ 1.60	\$ 1.60
<u>53649</u>	Sharps Shuttle	EA	1	\$ 1.56	\$ 1.56
<u>52910</u>	Sod Bicarb 4.2% .5mEq AbbjtSyr	EA	1	\$ 4.86	\$ 4.86
<u>69412</u>	Sodium Chloride .9% Inj L8001	EA	1	\$ 0.95	\$ 0.95
<u>69411</u>	Sodium Chloride .9% Inj L8000	EA	1	\$ 0.96	\$ 0.96
<u>98715</u>	Spit Sock Hood Flesh	EA	1	\$ 3.57	\$ 3.57
<u>65189</u>	Extremity Splint Medium	EA	1	\$ 75.90	\$ 75.90
<u>66949</u>	Curity Gz Spng 4x4 8ply #2187	EA	1	\$ 2.26	\$ 2.26
<u>66248</u>	Steth Sprague-Rapp 22" Blk	EA	1	\$ 5.72	\$ 5.72
<u>81050</u>	Ambu SPUR II Adlt Bg/Adlt Mask	EA	1	\$ 9.09	\$ 9.09
<u>81051</u>	Ambu SPUR II Pedi Bg w/3 Masks	EA	1	\$ 12.08	\$ 12.08
<u>81825</u>	Ambu SPUR II Pedi Bag/Tdlr Msk	EA	1	\$ 12.08	\$ 12.08
<u>58929</u>	Sta-Blok Head Immobilization	EA	1	\$ 3.73	\$ 3.73
<u>66098</u>	Suction Canister Disp 800cc	EA	1	\$ 2.31	\$ 2.31

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Item #	Description	U/M	Qty	Unit Price	Extended Price
<u>79220</u>	Cath Suction Coil 5fr Safe-T	EA	1	\$ 0.42	\$ 0.42
<u>11741</u>	LCSU4 Suction Unit 800ml	EA	1	\$ 415.28	\$ 415.28
<u>90113</u>	Sunscreen Towelettes SPF30	EA	1	\$ 8.14	\$ 8.14
<u>84127</u>	Syringe Only 20cc #SS-20L2	EA	1	\$ 14.63	\$ 14.63
<u>45665</u>	Syringe Sftylok 3cc	EA	1	\$ 18.47	\$ 18.47
<u>08799</u>	Syr & Ndl TB 1cc 25x5/8 9626	EA	1	\$ 15.34	\$ 15.34
<u>08821</u>	Syringe Only 10cc 9604 Bx100	EA	1	\$ 10.62	\$ 10.62
<u>95363</u>	Syringe Only 5cc LL 309646	EA	1	\$ 12.84	\$ 12.84
<u>08821</u>	Syringe Only 10cc 9604 Bx100	EA	1	\$ 10.62	\$ 10.62
<u>08935</u>	Zonas Porous Tape 1" #5104	EA	1	\$ 10.58	\$ 10.58
<u>08936</u>	Zonas Porous Tape 2" #5106	EA	1	\$ 10.58	\$ 10.58
<u>10445</u>	Temporal Scanner TAT-2000	EA	1	\$ 123.67	\$ 123.67
<u>08799</u>	Syr & Ndl TB 1cc 25x5/8 9626	EA	1	\$ 15.34	\$ 15.34
<u>76803</u>	Probe Cover f/Braun ThermoScan	EA	1	\$ 12.59	\$ 12.59
<u>54246</u>	Thomas E.T. Tube Holder Adlt	EA	1	\$ 2.62	\$ 2.62
<u>54288</u>	Thomas E.T. Tube Holder Pedi	EA	1	\$ 2.62	\$ 2.62
<u>79523</u>	Scott Surpass Fac Tissue 100's	CS	1	\$ 13.07	\$ 13.07
<u>48130</u>	Discide Disinf Toweletts ORM	EA	1	\$ 7.51	\$ 7.51
<u>08641</u>	Transpore Tape 1" Box/12	EA	1	\$ 12.89	\$ 12.89
<u>25891</u>	Transpore Tape 1/2" #1527-0	EA	1	\$ 13.56	\$ 13.56
<u>25893</u>	Transpore Tape 2" #1527-2	EA	1	\$ 12.89	\$ 12.89
<u>69397</u>	Triangular Bandage #4910	EA	1	\$ 0.38	\$ 0.38
<u>58597</u>	Gloves Triflex 8.5" 2D7256	EA	1	\$ 20.12	\$ 20.12
<u>53990</u>	Sump Naso Tube 12FR	EA	1	\$ 2.21	\$ 2.21
<u>48285</u>	Gloves Ultra One Lrg	EA	1	\$ 11.10	\$ 11.10
<u>48284</u>	Gloves Ultra One Med	EA	1	\$ 11.10	\$ 11.10
<u>48286</u>	Gloves Ultra One Xlg	EA	1	\$ 11.10	\$ 11.10
<u>33472</u>	Vaseline Gauze Strips 3x9	EA	1	\$ 29.17	\$ 29.17
<u>52106</u>	Cool Jel Squeeze Bottle	EA	1	\$ 2.63	\$ 2.63
<u>92602</u>	WATERJEL DRESSING 4"x4"	EA	1	\$ 2.58	\$ 2.58
<u>91515</u>	Kelly Forcep Str 6 1/4" Ster	EA	1	\$ 4.55	\$ 4.55
<u>95846</u>	Airway Adapter Kit Adt/Pedi	EA	1	\$ 91.67	\$ 91.67
<u>66554</u>	Avagard Hand Antiseptic	EA	1	\$ 7.88	\$ 7.88
<u>66659</u>	Clipper Blade Assembly #9660	EA	1	\$ 3.98	\$ 3.98
<u>91660</u>	Wash Basin Plattic 6qt Rectang	EA	1	\$ 0.69	\$ 0.69
<u>80670</u>	Laryng Blade FO Mac #2 Disp SS	EA	1	\$ 4.45	\$ 4.45
<u>80669</u>	Laryng Blade FO Mac #3 Disp SS	EA	1	\$ 4.45	\$ 4.45
<u>80668</u>	Laryng Blade FO Mac #4 Disp SS	EA	1	\$ 4.45	\$ 4.45
<u>80667</u>	Laryng Blade FO Mlir #0 Dsp SS	EA	1	\$ 4.45	\$ 4.45
<u>80666</u>	Laryng Blade FO Mlir #1 Dsp SS	EA	1	\$ 4.45	\$ 4.45
<u>80665</u>	Laryng Blade FO Mlir #2 Dsp SS	EA	1	\$ 4.45	\$ 4.45
<u>80664</u>	Laryng Blade FO Mlir #3 Dsp SS	EA	1	\$ 4.45	\$ 4.45
<u>80663</u>	Laryng Blade FO Mlir #4 Dsp SS	EA	1	\$ 4.45	\$ 4.45
<u>30872</u>	Terumo Hypo NN1838R 18x11/2	EA	1	\$ 3.98	\$ 3.98
<u>90418</u>	Gauze Sponge Ster 8Ply 2x2	EA	1	\$ 1.66	\$ 1.66

1690 New Britain Ave. | Farmington, CT 06032 | Phone: 800.234.1464

Item #	Description	U/M	Qty	Unit Price	Extended Price
69606	Saline Flush Syringe 10ml	EA	1	\$ 38.78	\$ 38.78
87284	MegaMover Transport Chair	EA	1	\$ 12.05	\$ 12.05
55564	Uvex Spartan Spec Blk A200	EA	1	\$ 1.44	\$ 1.44
53554	Suction Canister System II	EA	1	\$ 2.75	\$ 2.75
93461	Ear Therm Dlgital Infrared 424	EA	1	\$ 16.10	\$ 16.10
93462	Probe Cover f/Ear Therm 424	EA	1	\$ 3.22	\$ 3.22
84667	Adenosine 6mg(3mg/ml)NdlssSyr	EA	1	\$ 18.82	\$ 18.82
				Total \$	6130.26

Comments:

Terms and Conditions:

- Unless otherwise specifically stated in this price quote, all prices shown are good for 30 days from the date of this price quote.
- Notwithstanding the foregoing, price quotes may change without notice due to cost increases by product manufacturers.
- Price quotes exclude other customary charges, taxes and fees. See Terms and Conditions for details.
- Special Order items and certain other product purchases, including vaccines are not returnable.
- Applicable sales tax will be calculated at time of invoice.

See our full Terms & Conditions at: www.mooremedical.com/terms

AMENDMENT #1

PROPOSAL CONTENT & EVALUATION CRITERIA

Medical Supply Catalog

Page 5 Paragraph 4 of the Original RFP reads:

Any industry or supplier cost increases and decreases that result in a change of pricing passed on to the UFA shall be communicated to the UFA at least two weeks prior to the pricing changes taking effect.

This shall be amended to read:

Prices shall be firm for the term of the contract and any price increases shall be agreed to by both parties. Prices posted on the vendor's site at the time of ordering will be the prices paid by the UFA.



Unified Fire Authority
Request for Proposal
Medical Supply Catalog

INFORMATION & REQUIREMENTS

- I. **OBJECTIVE.** Unified Fire Authority ("UFA") is soliciting competitive sealed proposals from qualified offerors to provide medical supplies at a discount from the standard list price. The items listed will be used to stock the UFA's Logistic Warehouse and emergency response vehicles. The UFA is seeking to award multiple contracts to ensure that the medical needs of the department are met.

Vendors who respond to an RFP will be referred to as "**Offerors**".

Attachment 1 below (PROPOSAL RESPONSE COVER SHEET and PROPOSAL CONTENT AND EVALUATION CRITERIA), provides a summary of what Offerors **MUST** include in their responses.

II. **BACKGROUND.**

UFA is seeking an offeror to provide medical supplies at a discount from the standard list price. The items listed will be used to stock the UFA's Logistic Warehouse and emergency response vehicles. The UFA is seeking to award multiple contracts to ensure that the medical needs of the department are met.

Awards of orders will be on the basis of:

<u>Final Discount(s) of Products</u>	<u>35%</u>
<u>Compatibility of Products in Catalog</u>	<u>15%</u>
<u>Customer Service/Support</u>	<u>25%</u>
<u>Past History with the UFA</u>	<u>5%</u>
<u>Ability for 24 hour Emergency Delivery</u>	<u>20%</u>

III. QUALIFICATION OF OFFERORS

Offerors will not be considered unless they meet the following requirements:

1. All work as defined in the specifications must be completed without the need for additional requests for proposal or bids.

IMPORTANT NOTICE:

PRE-PROPOSAL CONFERENCE. Offerors are advised there shall be a Pre-proposal Conference held at 11:00 a.m. (Mountain Daylight Time) on 16 August, 2012 at UFA's Emergency Operations Center located at 3380 South 900 West, Salt Lake City, Utah 84119. All interested Offerors should be in attendance. The purpose of this conference shall be to clarify any questions regarding this RFP. If UFA omits anything from this RFP that is necessary for a clear understanding of the RFP, or if the instructions are unclear or in conflict, or if the Offeror has any question or objection about any part of the RFP or any of its parts, the prospective Offeror shall bring such matter to UFA's attention at the Conference. If necessary, following the Conference, a written addendum shall be issued to all prospective Offerors that attend the Conference. Questions or objections to the RFP or any of its parts not submitted prior to or at the conference shall not receive consideration. ✓

VII. PROPOSAL SUBMISSION

- ☐ Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the Offeror contractually.
- ☐ Submit all required information as outlined in the **Proposal Content and Evaluation Criteria** section of **ATTACHMENT 1**.
- ☐ Submit original proposal and eight (8) proposal copies in a sealed envelope or other sealed container. ✓
- ☐ Mark envelope or container with RFP Name and submission deadline date.
- ☐ Submission Deadline: **3:00 p.m. September 6, 2012.**
- ☐ Submit to: UFA – Logistics Warehouse
Medical Logistics Committee
6726 Navigator Drive
West Jordan, UT 84084
- ☐ **Proposals received after the 3:00 pm deadline will be placed in the file unopened and will not be considered.**

- ❑ Proposals will be opened and the names of the Offerors responding to the RFP will be released immediately thereafter. Proposals will then be sent to UFA appointed Selection Committee for evaluation.

VIII. ACCEPTANCE

- A. Any proposal received shall be considered an offer, which may be accepted by UFA based upon initial submission without discussions or negotiations.
- B. By submitting a proposal in response to this Request, Offeror agrees that any proposal it submits may be accepted by UFA at any time within sixty (60) days from the date of submission deadline.
- C. UFA reserves the right to reject any or all proposals and to waive minor technicalities and irregularities in proposals received, and/or to accept any portion of the offer if deemed in the best interest of UFA. Failure of Offeror to provide, in its proposal, any information requested in the RFP may result in rejection for non-responsiveness.

IX. ADDITIONAL INFORMATION

For additional information concerning the services specified in this Request for Proposal, interested parties may contact Battalion Chief Ross Fowlks at (801) 680-9108, e-mail: rfowlks@ufa-slco.org.

For information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, interested parties may contact Chris Bankowski: telephone (801) 523-4760; TDD (801) 743-7229; FAX (801) 955-2726; e-mail: cbankowski@ufa-slco.org.

ATTACHMENT 1

Proposal Response Cover Sheet PROPOSAL FOR Medical Supply Catalog



TO: UFA – Logistics Warehouse
Medical Logistics Committee
6726 Navigator Drive
West Jordan, UT 84084

The undersigned, having carefully read and considered the Request for Proposal to provide medical supplies at a discount from the standard list price, does hereby offer to perform such services on behalf of UFA, in the manner described and subject to the terms and conditions set forth in the attached proposal.

OFFEROR

Company Name: MOORE MEDICAL LLC

Doing business as: [] an individual [] a partnership [x] a corporation (mark appropriate box), duly organized under the laws of the State of DE

BY: Charles M. Valentino

(Signature of authorized representative)

Charles M. Valentino

(Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address 1690 NEW BRITAIN AVE

City FARMINGTON

County HARTFORD

State CT

Zip Code 06032

Telephone (800) 234-1464 x5441

FAX (877) 354-5916

E-mail Address AVITULANO@mooremedical.com

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. 20 2046702

OR

Social Security No. _____

(Corporation or Partnership)

(Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL
CONTENT & EVALUATION REQUIREMENTS LISTED ON NEXT PAGE**

PROPOSAL CONTENT & EVALUATION CRITERIA

Medical Supply Catalog

PROPOSALS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION AND MATERIALS:

A. General

The offeror shall provide medical supplies at a discount from the standard list price. The items listed will be used to stock the UFA's Logistic Warehouse and emergency response vehicles. The UFA is seeking to award multiple contracts to ensure that the medical needs of the department are met.

The medical supply list and distributor shall meet the following requirements:

1. It is the intent of the UFA to have offerors bid a discount of their standard list prices for all equipment and supplies that they can supply. This discount should be reflected as a percentage deducted from standard list prices. This percentage may be given by manufacturer, product type, or as a single all-inclusive percentage discount of all products. In any case, all products supplied by the offeror must be addressed in some manner. The UFA reserves the right to evaluate and allow or disallow any other type of discount.
2. The UFA reserves the right to award all or in part, and/or to multiple vendors to insure that the requirements of the UFA are met. UFA reserves the right to evaluate responses of each vendor as to types, manufacturer, and completeness of equipment lines and adjust the final score of such offeror.
3. The quoted price may not be increased during the term of the contract; however, if offeror's supplier increases the wholesale price of the product to offeror and offeror actually pays such increased price, offeror may pass such increase on to UFA if (1) such increase does not increase offeror's profit and (2) offeror submits, upon UFA's request, written verification of the supplier's increase. If any increase exceeds ten (10) percent during any twelve-month period, UFA reserves the right to cancel the contract. ✓
4. Any industry or supplier cost increases **and** decreases that result in a change of pricing passed on to the UFA shall be communicated to the UFA at least **two weeks** prior to the pricing changes taking effect.
5. The offerors to the RFP shall be aware that it is the UFA's intent to enter into a contract for three (3) years with an option to renew for two (2) additional one (1) year periods. The pricing and conditions of the response(s) to the RFP shall reflect this.

ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE OFFERORS. THE DECISION OF UFA'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

ATTACHMENT 2

General Proposal Instructions & Information



I. AWARD BY WRITTEN AGREEMENT

The Offeror selected to provide the services/products shall be required to enter into a written agreement that will be substantially similar to the requirements of this Request and the accepted Proposal.

- Signature on the Proposal Cover Sheet acknowledges that the Offeror is willing to enter into the Agreement if awarded the contract.
- If Offeror has any exceptions to Request, the procedures stated under Paragraph IV, EXCEPTIONS, of this section must be followed.

II. PREPARATION OF PROPOSALS

- A. Failure to read the Request for Proposal and these instructions will be at the Offeror's own risk.
- B. All prices and notations must be typewritten or printed in ink. Erasures are not permitted. Errors may be crossed out and corrections made in ink or by typewriter adjacent to the corrected error. All corrections must be initialed in ink by the person signing the proposal.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.

III. PROPOSAL INFORMATION

- A. Discussions with Offerors. UFA may conduct discussions with Offerors who submit proposals determined to be reasonably susceptible to being selected for award. However, proposals may be accepted without such discussions, at UFA's option.
- B. Equal Opportunity. UFA will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

- C. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Offeror. UFA assumes no liability for any costs incurred by Offerors throughout the entire selection process.
- D. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of UFA and will not be returned to the Offeror.
- E. Rejection of Proposals.
- UFA reserves the right to reject any or all proposals received. Furthermore, UFA shall have the right to waive any informality or technicality in proposals received when in the best interest of UFA.
 - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to UFA, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to UFA, or that, based upon its past business practices, may be deemed irresponsible or unreliable by the Chief Financial and Legal Officers. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- F. Failure to Submit A Proposal. Failure to submit a proposal (or to advise UFA's Chief Financial Officer that future Requests for Proposal are desired) may result in the removal of your firm from the prospective Offerors list.

IV. EXCEPTIONS TO PROPOSAL

An exception to any term or condition set forth in this proposal must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying Offeror's proposal identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. UFA shall be the sole determiner of the acceptability of any exception. ✓

V. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Offeror that is submitted to UFA, as part of the proposal or otherwise, shall become the property of UFA when received by UFA and may be considered public information under applicable law. UFA is subject to the disclosure requirements of the Government Records Access and Management Act, ("GRAMA") Title 63, Chapter 2, Utah Code Annotated. UFA generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the Offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim as required by GRAMA §§63-2-304 and 308. Blanket claims that the entire RFP is confidential will be denied.** UFA cannot guarantee that any information will be held confidential. If the Offeror makes a claim of confidentiality, UFA, upon receipt of a request for

disclosure, will determine whether the material should be classified as public or protected, and will notify the Offeror of such determination. The Offeror is entitled under the GRAMA to appeal an adverse determination. **UFA is not obligated to notify the Offeror of a request, and will not consider a claim of confidentiality, unless the Offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.**

VI. REPRESENTATION REGARDING ETHICAL STANDARDS

The Offeror certifies that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, any UFA officer or employee or former UFA officer or employee to breach any ethical standards set forth in UFA's conflict of interest policy or any of the provisions of Utah code title 67 Chapter 16.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5497

County Administrator's Report 14. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Change Order to Gulf Civil Engineering, LLC, on Contract PD 02-03.79
"Ashton Brosnaham Park and John R. Jones Park Improvements"

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Gulf Civil Engineering, LLC, for Design Services for Additions to Ashton Brosnaham Park and John R. Jones Park - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Gulf Civil Engineering, LLC, for Design Services for Additions to Ashton Brosnaham Park and John R. Jones Park:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$8,316.31
Vendor:	Gulf Civil Engineering, LLC
Project Name:	Ashton Brosnaham Park and John R. Jones Park
Contract:	PD 02-03.79.61.1.ENG
PO#:	131010
CO#:	3
Original Award Amount:	\$47,839.35
Cumulative Amount of Change Orders Through this CO:	\$ 8,316.31
New Contract Total:	\$56,155.66

[Funding Source: Fund 352, "LOST III," Cost Center 350229, Object Code 56301, Project #08PR0025, "Ashton Brosnaham Park"]

BACKGROUND:

On April 11, 2013, a Task Order on Contract PD 02-03.79 for "Professional Services for Additions to Ashton Brosnaham Park and John R. Jones Park" was issued to Gulf Civil Engineering, LLC. This task order included completing the design for two new soccer fields and an asphalt hockey rink at Ashton Brosnaham Park and design of two regulation-size softball practice fields with backstop fencing for the John R. Jones Park.

On October 16, 2013, the Parks and Recreation Department requested that the existing gravel north parking area at Ashton Brosnaham Park be included in the design.

On December 11, 2013, Gulf Civil Engineering, LLC, (GCE) presented Escambia County Public Works Department/Engineering Division with the proposal for this Change Order request, which was to add an additional \$19,891.31 to the original contract to design paving of the north parking lot, which requires Development Review and State agency permitting approvals. To accommodate the changes this additive Change Order will require, GCE's proposal shows deductions to be taken from the original contract fee, in the amount of \$11,575.00, and addition of services of \$19,891.31 due to the Change Order, effectively adding \$8,316.31, which creates a revised task order total of \$56,155.66.

The two previous change orders for this task order were issued for time.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Cost Center 350229, Object Code 56301, Project #08PR0025 "Ashton Brosnaham Park."

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Proposal 121113

Original PO and Task Order

Change Order 1

Change Order 2



GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services

December 11, 2013

Mr. Nicolas Chauvin, Project Coordinator
Public Works Department – Engineering Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505

RE: Proposal for Change Order Request
PD 02-03.079 – Park Additions
Escambia County, Florida

Dear Nick,

Gulf Civil Engineering, LLC (GCE) is pleased to provide you with this change order request to furnish engineering services for the above referenced project. It is our understanding that the current project (PD 02-03.079) shall be revised to include parking lot improvements on the north side of Chris Black Drive at Ashton Brosnaham Park in Pensacola, Florida.

As part of this request, an additional task shall be added to the original "Scope of Services" and "Fee Proposal". In order to accommodate for this additional task, deductions must be taken from the original contract fees. These deductions are as follows:

Task 1: Optional Services (Additions to Ashton Brosnaham Park)

Additional Stormwater Permitting Services	<\$ 2,275.00>
Geotechnical Investigation	<\$ 2,500.00>
Construction Inspection	<u><\$ 2,400.00></u>
Task 1 – Deduction	<\$ 7,175.00>

Task 2: Optional Services (Additions to John R. Jones Park)

Topographic Survey	<\$ 2,000.00>
Construction Inspection	<u><\$ 2,400.00></u>
Task 2 – Deduction	<\$ 4,400.00>

Total Deduction from Original Contract	<\$11,575.00>
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The following correspondence details service to be performed as part of the additional task listed as:

Task 3: Ashton Brosnaham Park – Parking Lot Improvements

PROJECT DESCRIPTION:

Additional improvements to Ashton Brosnaham Park shall include design of a maximum 1.3 acre asphalt parking lot located along the north side of Chris Black Drive. This design shall be added to the previously completed documents for the "Ashton Brosnaham Park – Soccer Field Additions".

The proposed parking lot is located on the north side of the park adjacent to Chris Black Drive and Ashton Brosnaham Road. The unpaved area is currently used for parking during athletic events and includes approximately eight (8) existing handicap stalls which shall remain. The improvements shall include the addition of roughly 159 new parking spaces, multiple driveway turnouts, 5' pedestrian accessible throughways and concrete sidewalks along the north parking spaces. No additional handicap parking spaces are proposed. There will be no design of lighting, seating, concessions, restrooms or any other structural facility.

The parking lot improvements shall be designed to meet the requirements of the Escambia County Land Development Code (LDC). These shall include parking stall and access lane dimensions, ADA requirements and interior planting guidelines. All pedestrian areas and sidewalks shall meet ADA requirements (including ramps at both ends of new sidewalks).

The overall site design for additions to Ashton Brosnaham Park (Tasks 1 & 3) will be submitted for Major Site Plan Approval through the Escambia County Development Review Committee (DRC) process. GCE will coordinate with County DRC staff as necessary to discuss, submit and permit the project. It is understood that DRC permit submittal fees shall be waived for this project.

The existing stormwater management facilities were evaluated as part of the original task order (Task 1) however these facilities will require re-evaluation to determine if the proposed parking lot improvements have a significant impact to the overall system. A preliminary investigation implies that the impacts shall be minimal. However, the recent discovery of an existing under drain system suggests that the in-situ soils have low permeability rates. Further investigation and evaluation of the overall system performance is necessary for design and permitting.

Stormwater permitting of the project site will require significant effort. Since no documentation of an approved stormwater permit for the existing facility can be located, a new Environmental Resource Permit (ERP) through the Northwest Florida Water Management District (NFWFMD) is required for the project. The project does not qualify for a Self-Certification (10-2) Permit but rather must obtain an Individual Permit from the District. Calculations and documentation shall be submitted to prove the existing site provides the required treatment of runoff, attenuation for the overall contributing area (\pm 110 acres) and recovery of the treatment volume. A geotechnical investigation and/or stormwater recovery investigation will be necessary to obtain the required ERP Stormwater Permit.

SCOPE OF SERVICES:

The following tasks are to be provided by Gulf Civil Engineering, LLC and its subcontractors.

Task 3: Ashton Brosnahan Park – Parking Lot Improvements

Subtask 3.1 Project Coordination

- Meetings with Escambia County Staff (including Parks & Recreation and DRC Staff):
Staff meetings shall include discussions about site layout, modifications to the design and permitting expectations and/or requirements. These meetings will be held as necessary.
- Meetings with Northwest Florida Water Management District (NFWFMD):
Meetings with the NFWFMD shall be held to determine the requirements for stormwater design and permitting. These will include an initial Pre-Application meeting (in Crestview, Florida) and any additional meetings necessary for permitting.
- General Correspondence and Coordination
Miscellaneous correspondence and coordination shall occur to manage the project design, schedule and deliverables.

Subtask 3.2 Design Services

- On-Site Investigations & Evaluation of Existing Conditions (including Stormwater Facilities)
Site visits and other research shall be performed to evaluate the existing site and stormwater conditions. Approximately two (2) site visits are estimated for this project.
- Parking Lot Layout & Site Design
The project shall be designed in accordance with the Escambia County Land Development Code (LDC) requirements for permitting through the Development Review Committee (DRC). These requirements include parking stall and access lane dimensions, ADA requirements and interior planting guidelines.
- Stormwater Design & Calculations
The site stormwater facilities shall be evaluated and designed in accordance with Escambia County and ERP Stormwater Management requirements. These requirements include performance of calculations to prove stormwater treatment, attenuation and recovery is being provided in the project stormwater design.
- Prepare Stormwater Management Plan (report)
A Stormwater Management Plan shall be prepared to narrate existing site conditions, proposed improvements and permitting requirements. The report shall include drainage area maps, stormwater routing calculations, geotechnical findings and other informational documents.

Subtask 3.3 Plans Production

- Prepare Site Construction Plans

Detailed construction plans shall be prepared for the project. Plans shall be full-size (22" x 34") reproducible to half-size (11" x 17"). Components of the plans shall be (at a minimum) as follows:

1. *Cover Sheet, Notes and Overall Plan*
2. *Existing Conditions, Demolition and Erosion Control Plan*
3. *Staking and Control Plan*
4. *Site Grading and Drainage*
5. *Parking and Pavement Design*
6. *Striping and Signage*
7. *Detail Sheets*

- Deliverables

GCE Deliverables shall include site construction plans, design documentation, construction cost estimates and permitting documents. The submittal schedule shall be as follows:

- 30% Plans & Documentation, CD Submittal (PDFs), 2 hardcopy (11" x 17")
- 60% Plans & Documentation, CD Submittal (PDFs), 2 hardcopy (11" x 17")
- 90% Plans & Documentation, Preliminary Cost Estimate, Preliminary Permit Documents, CD Submittal (PDFs), 2 hardcopy (11"x17")
- 100% Plans & Documentation, Final Cost Estimate, Permit Documents, CD Submittal (PDFs & CADD files), 2 hardcopies [1 - half size (11" x 17") and 1 - full size (22" x 34")]
- Construction – Will provide signed/sealed plans as requested.

Subtask 3.4 Permitting

- Prepare and Submit Escambia County DRC Permit Package

A permitting package shall be prepared and submitted to Escambia County DRC for review, comment and approval. This package shall include all items listed on the Major Site Plan Checklist for submittal to DRC with the exception of the permit review fee (waived). A signed/sealed copy of the recent boundary survey (performed by Escambia County) shall be provided to GCE prior to DRC submittal.

- Prepare and Submit ERP Stormwater Permit Package (NFWMD)

A stormwater permitting package shall be prepared and submitted to the NFWMD for review, comment and approval. This package shall include a Joint Application for ERP Permitting, site construction plans and all supporting stormwater calculations and documents (Stormwater Management Plan). All required permitting fees shall be provided by the County.

Subtask 3.5 Estimating

- Prepare Construction Cost Estimates

GCE shall prepare cost estimates that detail the item, quantity, unit, unit cost and total cost to construct the project.

Subtask 3.6 Revisions

- Revisions to Stormwater Documents

Revisions shall be made to all stormwater documents if requested by the County, DRC and/or NFWMD. The revisions may include adjustments to the stormwater calculations, report and/or site plans.

- Revisions to Plans

Revisions shall be made to the construction plans based on any comments received from the County or DRC Staff.

- Revisions to Cost Estimates

Revisions shall be made to the construction cost estimates based on any comments received from the County.

Subtask 3.7 Allowances

- Geotechnical Investigations

A geotechnical investigation of the existing stormwater retention facility shall be performed as part of the requirements for ERP permitting. This investigation shall include a minimum of two (2) pond borings, estimation of the seasonal high water table, permeability testing and evaluation of the existing under drain system.

- Pond Recovery Investigation

The existing retention pond shall be monitored to determine if proper recovery of stormwater volume is occurring. This investigation shall involve documentation of rainfall data and the amount of time it takes for certain volumes of water to exit the pond.

Exclusions:

- Permit Fees and/or Impact Fees
- Environmental/Electrical Design Services
- Boundary/Topographic Survey
- Landscaping/Irrigation/Hardscaping Design Services
- Architectural and/or Structural Design Services
- Stormwater Pollution Prevention Plan and NPDES Permitting
- Any professional service performed by GCE beyond or in addition to that listed under "Scope of Work" will be considered additional services.

FEE PROPOSAL:

Our fees for the above work shall be as follows:

Task 3: Ashton Brosnaham Park – Parking Lot Improvements

Subtask 3.1	Project Coordination	\$ 1,562.76
Subtask 3.2	Design Services	\$ 4,883.19
Subtask 3.3	Plans Production	\$ 3,148.75
Subtask 3.4	Permitting	\$ 4,185.11
Subtask 3.5	Estimating	\$ 491.51
Subtask 3.6	Revisions	\$ 2,547.99
Subtask 3.7	Allowances	<u>\$ 3,000.00</u>
TOTAL LUMP SUM FEE		\$19,819.31

Thank you again for this opportunity. Please feel free to contact me anytime at 850-375-8263 to discuss our proposal.

Sincerely,



Erica L. Floyd, P.E.
Project Manager



Escambia County, Florida

December 11, 2013

MANHOUR AND FEE ESTIMATE - CHANGE ORDER REQUEST

		PROJECT MANAGER	SENIOR ENGINEER (P.E.)	PROJECT ENGINEER (P.E.)	DESIGN ENGINEER (E.I.)	CADD/ DESIGNER	ADMIN. ASSISTANT	TOTAL MANHOURS	FEE
		\$101.96	\$101.96	\$84.97	\$77.27	\$70.21	\$33.66		
	TASK 3: ASHTON BROSNAHAM PARK - PARKING LOT IMPROVEMENTS								
1	Subtask 3.1 Project Coordination	8		8			2	18	\$ 1,562.76
2	Subtask 3.2 Design Services	7		38		11	5	61	\$ 4,883.19
3	Subtask 3.3 Plans Production	2		14		25		41	\$ 3,148.75
4	Subtask 3.4 Permitting	6		30		5	20	61	\$ 4,185.11
5	Subtask 3.5 Estimating	1		3			4	8	\$ 491.51
6	Subtask 3.6 Revisions	5		15		8	6	34	\$ 2,547.99
7	Subtask 3.7 Allowances								\$ 3,000.00
	Lump Sum Subtotal	29	0	108	0	49	37	223	\$ 19,819.31
					TASK 3 - TOTAL LUMP SUM FEE				\$ 19,819.31
					OVERHEAD RATE				168%
					FCCM				1.50%
					PROFIT MARGIN				12%

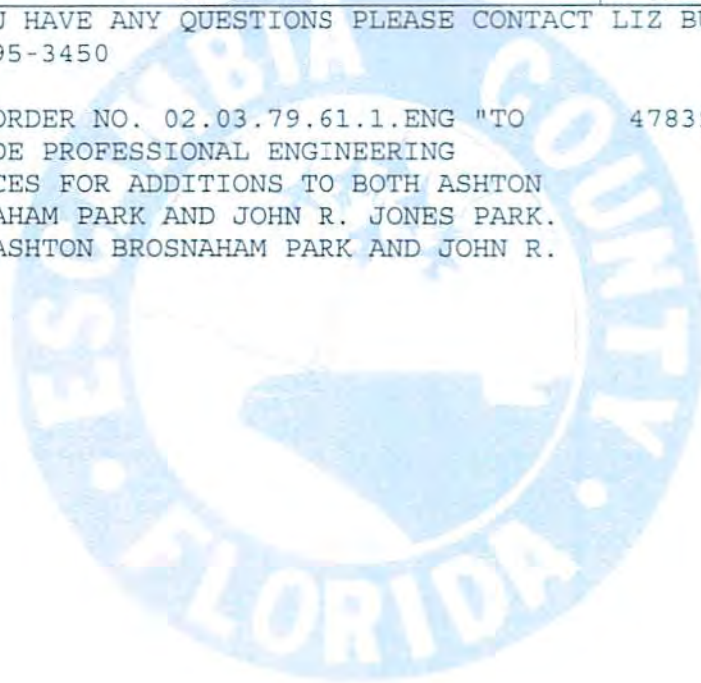
BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843

072457
 GULF CIVIL ENGINEERING LLC
 2940 BAYVIEW WAY
 PENSACOLA FL 32503

ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT

ORDER DATE: 04/11/13		BUYER: PAUL NOBLES		REQ. NO.: 13001096		REQ. DATE: 04/20/13	
TERMS: NET 30 DAYS		F.O.B.: N/A		DESC.: PD 02-03.79			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
IF YOU HAVE ANY QUESTIONS PLEASE CONTACT LIZ BUSH AT 850-595-3450							
01	1.00	1	TASK ORDER NO. 02.03.79.61.1.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR ADDITIONS TO BOTH ASHTON BROSNAHAM PARK AND JOHN R. JONES PARK. CIP: ASHTON BROSNAHAM PARK AND JOHN R.		47839.3500	47,839.35	
							
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 47,839.35		
01	350229	56301	32,472.65	08PR0025	TOTAL \$ 47,839.35		
01	350229	56301	15,366.70	06PR0085			

APPROVED BY





The County of Escambia
PENSACOLA, FLORIDA

TASK ORDER - PD 02-03.79.61.1.ENG

**TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR
ADDITIONS TO BOTH ASHTON BROSNAM PARK
AND JOHN R. JONES PARK**

1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999 Chapter 46, Finance, Article II, Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, "Professional Services" as Defined in Florida Statue 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Gulf Civil Engineering, LLC.) will provide the Escambia County Public Works Department/Engineering Division with Professional Engineering Services for Additions To Both Ashton Brosnaham Park and John R. Jones Park. (See the attached Scope of services dated March 27, 2013.)

3.0 Schedule

The work authorized herein shall be completed within 90 calendar days of receipt of a Notice to Proceed.

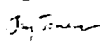
4.0 Compensation

This Task Order is issued for a Lump Sum amount for each (Task 1) Ashton Brosnaham Park \$23,547.65 plus Optional Services for \$8,925.00; (Task 2) John R. Jones for amount of \$9,466.70 plus Optional Services for \$5,900.00 for a total amount of \$47,839.35. Invoices may be submitted monthly to the terms and conditions of PD 02-03.79

5.0 Progress Meetings


The Engineering Firm shall schedule progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues

Issued by:


JAY THOMAS, Director
Escambia County, Florida

Escambia County, Florida

Accepted by:


ERICA BOYD, Director
Gulf Civil Engineering, LLC.

Gulf Civil Engineering, LLC.

Date

H:\ENGINEERING\Contract 02-03.79 Prof Services\lbf\02-03.79.61.1.ENG_Ashton BrosnahamL.doc

Date



GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services

March 27, 2013

Ms. Elizabeth Bush, Project Manager
Escambia County Engineering Department
Escambia County Central Office Complex
3363 Park Place
Pensacola, FL 32505

RE: Proposal for Design Services
Additions to Ashton Brosnahan Park
and John R. Jones Park
Escambia County, Florida

Dear Liz,

Gulf Civil Engineering, LLC (GCE) is pleased to provide you with a proposal to furnish engineering services for the above referenced project. It is our understanding that the project shall include additions to both Ashton Brosnahan Park in Gonzalez, Florida and John R. Jones Park in Pensacola, Florida. We are providing separate task items for each park.

SCOPE OF SERVICES:

Scope of Work:

Task 1: Additions to Ashton Brosnahan Park

The improvements to Ashton Brosnahan Park shall include design of one (1) asphalt paved roller hockey rink and two (2) regulation size soccer fields. The fields shall be fenced, irrigated and sodded. There shall be two to four handicap parking spaces along with ADA accessible routes to all fields and other elements. These shall include ADA accessible walkways, entrances into gated fields and concrete pad areas for observation. Other specifically delineated pedestrian areas shall be included in the site design. There will be no design of lighting, seating, concessions, restrooms or any other structural facility or any new access driveways.

The existing stormwater management facilities shall be evaluated to determine if modifications are necessary as a result of the improvements. Evaluation of the existing stormwater facilities shall include a geotechnical investigation of the pond bottom material. Modifications to older/existing stormwater systems could result in "special" requirements that are not clearly stated in the current stormwater management rules therefore the process may involve much coordination with the Florida Department of Environmental Protection (FDEP) and/or the Northwest Florida Water Management District (NFWFMD). Research shall be performed to locate any existing stormwater permit documents which may assist with this process.

An Environmental Resource Permit (ERP) shall be obtained for the project. However, if ERP requirements involve more than a "Notice General Permit", additional Stormwater Permitting services shall be provided as an

optional service. Stormwater calculations and a Stormwater Management Plan shall be provided in accordance with the requirements of the FDEP, NFWFMD and Escambia County.

GCE shall provide final construction plans and estimated construction costs of the project. A boundary and topographic survey has been performed by Escambia County and shall be provided to GCE in digital format.

Task 2: Additions to John R. Jones Park

The improvements to John R. Jones Park shall include design of two (2) regulation size softball fields with 16 foot regulation backstop fencing. The fields shall be located on the southeast side of the park near the existing stormwater retention facility. Site layout and design will accommodate for ADA accessibility and for future improvements. However, at this time there will be no design of lighting, irrigation, seating, concessions, restrooms or any other structural facility or any new access driveways.

The existing stormwater management facilities shall be evaluated to determine if modifications are necessary as a result of the improvements. It is not anticipated that any stormwater permitting will be required for this project.

As with Brosnahan Park (Task 1), GCE shall provide final construction plans and estimated construction costs of the project.

Optional Services:

Task 1:

- Additional Stormwater Permitting Services (beyond Self-Certification of Notice General Permit)
- Geotechnical Investigation
- Record Drawings from Contractor Provided As-Builts
- Construction Inspection Services (approx. 20-30 hours per month over construction period)

Task 2:

- Topographic Survey
- Record Drawings from Contractor Provided As-Builts
- Construction Inspection Services (approx. 20-30 hours per month over construction period)

Exclusions:

- Permit Fees and/or Impact Fees
- Environmental/Electrical Design Services
- Boundary/Topographic Survey (Task 1)
- Landscaping/Hardscaping Design Services
- Architectural and/or Structural Design Services
- Any professional service performed by GCE beyond or in addition to that listed under "Scope of Work" will be considered additional services.

FEE PROPOSAL:

Our fee for the above work will be as follows:

Task 1: Additions to Ashton Brosnahan Park	\$23,547.65
Task 2: Additions to John R. Jones Park	<u>\$ 9,466.70</u>
TOTAL LUMP SUM FEE	\$33,014.35
Task 1: Optional Services Total	\$ 8,925.00
Task 2: Optional Services Total	\$ 5,900.00

Thank you for this opportunity. We look forward to doing business with you.

Sincerely,



Erica L. Floyd, P.E.
Project Manager



GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services

ADDITIONS TO ASHTON BROSNAM PARK AND JOHN R. JONES PARK
Escambia County, Florida

March 26, 2013

MANHOUR AND FEE ESTIMATE

	PROJECT MANAGER	SENIOR ENGINEER (P.E.)	PROJECT ENGINEER (P.E.)	DESIGN ENGINEER (E.I.)	CADD/ DESIGNER	ADMIN. ASSISTANT	TOTAL MANHOURS	FEE
	\$101.96	\$101.96	\$84.97	\$77.27	\$70.21	\$33.65		
TASK 1: ADDITIONS TO ASHTON BROSNAM PARK								
1 Project Development and Meetings w/ Escambia County Staff	4		4			2	10	\$ 615.04
2 Correspondence and Meetings w/ FDEP & NWFWMJ Staff	4		4				8	\$ 747.72
3 On-Site Investigations	2		2				4	\$ 373.86
4 Investigation of Existing Potable Water Service			2				2	\$ 169.94
5 Research and Data Collection of Existing Stormwater Permit Conditions	2		8			4	14	\$ 1,018.32
6 Evaluation of Existing Stormwater Management Facilities	4		16			8	28	\$ 2,036.64
7 Stormwater Management Facility Site Design	3		15		8		26	\$ 2,142.11
8 Stormwater Management Calculations	3		10				13	\$ 1,153.58
9 Stormwater Management Plan (report)	3		10			6	21	\$ 1,424.88
10 Stormwater (ERP) Permitting Coordination	1		5			6	14	\$ 795.09
11 Overall Site Layout and Design	2		37		20		59	\$ 4,152.01
12 Prepare Construction Plans (including the following)	2		16		40		58	\$ 4,371.84
13 Cover Sheet, Notes and Overall Plan							0	\$ -
14 Existing Conditions							0	\$ -
15 Roller Hockey Rink Layout							0	\$ -
16 Soccer Fields Layout							0	\$ -
17 Site Grading and Drainage							0	\$ -
18 Parking and Pavement Design							0	\$ -
19 Irrigation Plans							0	\$ -
20 Detail Sheets							0	\$ -
21 Prepare Construction Cost Estimates	2		8			4	14	\$ 1,018.32
22 Revisions to Construction Plans (per County Comments)	2		4		4		10	\$ 824.64
23 Revisions to Stormwater Documents (per County and/or FDEP Comments)	2		6			4	12	\$ 848.38
24 Revisions to Construction Cost Estimates (per County Comments)	2		2				4	\$ 373.86
25 General Correspondence and Coordination	2		4			4	10	\$ 678.44
Lump Sum Subtotal	40	0	153	0	72	42	307	\$ 23,347.65

Calculations
verified
3-28-13
[Signature]

ADDITIONS TO ASHTON BROGNAHAM PARK AND JOHN R. JONES PARK
Escambia County, Florida

March 26, 2013

MANHOUR AND FEE ESTIMATE

	PROJECT MANAGER	SENIOR ENGINEER (P.E.)	PROJECT ENGINEER (P.E.)	DESIGN ENGINEER (E.I.)	CADD/ DESIGNER	ADMIN. ASSISTANT	TOTAL MANHOURS	FEE
	\$101.95	\$101.96	\$84.97	\$77.27	\$70.21	\$33.66		
TASK 2: ADDITIONS TO JOHN R. JONES PARK								
1	Project Development and Meetings w/ Escambia County Staff	2	2			2	6	\$ 441.18
2	On-Site Investigations	2	2				4	\$ 373.88
3	Evaluation of Existing Stormwater Management Facilities	2	4				6	\$ 543.80
4	Overall Site Layout and Design	2	20		16		38	\$ 3,028.68
5	Prepare Construction Plans (including the following):	2	16		20		38	\$ 2,967.84
6	Cover Sheet, Notes and Overall Plan						0	\$ -
7	Existing Conditions						0	\$ -
8	Setback Fields Layout						0	\$ -
9	Site Grading and Drainage						0	\$ -
10	Detail Sheets						0	\$ -
11	Prepare Construction Cost Estimates	2	4			4	10	\$ 678.44
12	Revisions to Construction Plans (per County Comments)	2	2		4		8	\$ 694.70
13	Revisions to Construction Cost Estimates (per County Comments)	1	2			2	5	\$ 339.22
14	General Correspondence and Coordination	2	2			2	6	\$ 441.18
	Lump Sum Subtotal	17	0	54	0	40	121	\$ 9,466.70
TASK 1 - LUMP SUM FEE								\$ 21,547.65
TASK 2 - LUMP SUM FEE								\$ 9,466.70
TOTAL LUMP SUM FEE								\$ 31,014.35
TASK 1 - OPTIONAL SERVICES								
Additional Stormwater Permitting Services								\$ 2,276.00
Geotechnical Investigation								\$ 2,500.00
Record Drawings (from Contractor As-Built)								\$ 850.00
Construction Inspection (3 month estimate)								\$ 3,600.00
TASK 2 - OPTIONAL SERVICES								
Topographic Survey								\$ 2,000.00
Record Drawings (from Contractor As-Built)								\$ 300.00
Construction Inspection (3 month estimate)								\$ 3,600.00
TOTAL FEE								\$ 47,839.35
OVERHEAD RATE								100%
FCCM								1.50%
PROFIT MARGIN								12%

*Calculating
 verified
 3-28-13
 [Signature]*



GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services
2940 Bayview Way
Pensacola, FL 32502
850.375.8263

**Contract Fee Schedule for Escambia County, Florida
from Gulf Civil Engineering, LLC**

March 2013

Position	Experience	Rate	Overhead 168%	FCCM 1.50%	Profit 12%	Billing Rate
Project Manager	5+ years	33.78	56.75	0.51	10.92	101.96
Senior Engineer (P.E.)	10+ years	33.78	56.75	0.51	10.92	101.96
Project Engineer (P.E.)	5+ years	28.15	47.29	0.42	9.10	84.97
Design Engineer (E.I.)	2+ years	25.60	43.01	0.38	8.28	77.27
CADD/Designer	10+ years	23.26	39.08	0.35	7.52	70.21
Administrative		11.15	18.73	0.17	3.61	33.66



Project Name: Ashton Brosnaham/John R Jones Park Date: 02-13-13
Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

The following checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

- ☒ Construction Based Task Order – Estimated Value \$ 25,000.00
- ☐ Study Based Task Order – Estimated Value \$ _____

Contract _____ Number _____

- Committee members
 - Joy Jones _____
 - Elizabeth Bush _____
 - Kirk Kassebaum _____
- Firms reviewed (please list all firms that were reviewed for possible consideration)
 - Geci Engineering _____
 - Swift Engineering _____
 - Nova and Associates _____
 - Gulf Civil Engineering _____

(Include additional pages, if required)

- Ranking of final three firms
 - 1. Gulf Civil _____
 - 2. Nova _____
 - 3. Geci _____
- Motion made by: Liz Bush _____
- Motion seconded by: Kirk Kassebaum _____
- Vote:
 - Liz / Yes _____
 - Kirk / Yes _____
 - Joy / Yes _____
- Rank/Decision date
02-26-13 _____



Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

- Rational for number one firm

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are being held two business days in advance of their occurrence)

Date	Time	Location
<u>03-19-13</u>	<u>1:30 PM</u>	<u>COC Rm 205</u>
<u>03-20-13</u>	<u>3:30 PM</u>	<u>COC Rm 205</u>
<u> </u>	<u> </u>	<u> </u>

(Include additional pages, if required)

- Date and time the information listed above was e-mailed to the Office of Purchasing for posting to the purchasing web site and the official posting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to provide for a two business day posting prior to the meeting)

Name

- Meeting taped and minutes prepared by

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Prepared

Elizabeth Bush

By

Elizabeth Bush

Digitally signed by Elizabeth Bush
DN: cn=Elizabeth Bush, o=Public Works,
ou=Engineering,
email=elizabeth_bush@myescambia.com, c=US
Date: 2013.04.10 13:47:47 -0500

I do hereby certify that the information
provided is true and correct.

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Ashton Brosnahan Park
Project ID: ENG1826
Location: Ashton Brosnahan Park and John R Jones Park
Project Manager: Elizabeth Bush
Date: 3/27/2013

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF to Gulf Civil Engineers in the amount of \$33,014.35 with Optional Services totaling \$14,825.00 for a total of \$47,839.35.
See attached for detailed Scope of Services and Fee.

02-03, TR. 61.1. eng

Attached backup documentation
RFF/NTP Start Date
Time shall be increased/decreased by

5 page (s).
4/15/2013 or Upon issuance of Notice to Proceed
90 calendar days.
7/14/2013 Completion date

Balance of CIP Project

Funds for Original Construction Contract
Funds for Construction CO#
Contract PD

Contractor

Funds for Original Task Order
Funds for Addendum #
Task Order PD

Consultant

Funds for Original Work Order
Funds for Change Order #
Contract PD

Contractor

Funds for Contingency

Consultant

Funds for Permit Fees

Agency

Funds for Land Purchases

Owner

Funds for Title Work
Contract PD

Company
Contractor

Funds for

New Balance of CIP Project

This section to be completed by Administration to accomplish fund transfer:

From: Fund Project #

To: Fund Project #

County Engineer Signature

Posted to Expedition
Date:

Signature

Transfer

Transfer Date

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 131010-1**CHANGE DATE: 08/01/13**

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[PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843]

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 GULF CIVIL ENGINEERING LLC
 2940 BAYVIEW WAY
 PENSACOLA FL 32503]

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[ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: ROBIN LAMBERT]

ORDER DATE: 04/11/13		BUYER: PAUL NOBLES		REQ. NO.: 13001096		REQ. DATE: 04/10/13	
TERMS: NET 30 DAYS		F.O.B.: N/A		DESC.: CHANGE ORDER - 1			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
Change Order #1 is an administrative change order for time to Gulf Civil Engineers. The original time covered only the design of the project and not the construction phase. The time needs to be extended by 120 days, for a new completion date of November 12, 2013.							
01	.00	1	CIPP Ashton Brosnaham TASK ORDER NO. 02.03.79.61.1.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR ADDITIONS TO BOTH ASHTON BROSNAHAM PARK AND JOHN R. JONES PARK. CIP: ASHTON BROSNAHAM PARK AND JOHN R.		.0000	.00	
ITEM#				ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
01				350229 56301	.00	08PR0025	.00
01				350229 56301	.00	06PR0085	TOTAL \$.00

APPROVED BY

Original Purchase Order



PN

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 072457 Vendor Name: GULF CIVIL ENGINEERING, INC.
Project Number: 08PR0025 P.O. Number: 131010 C.O. Number: 1
Department: PUBLIC WORKS/ENGINEERING P.D. Number: 02.03.79.61.1.ENG Date: 07/26/13

Notes for Modifying the Scope of Award:

Administrative Change Order for time to Gulf Civil Engineers. The original time covered only the design of the project and not the construction phase. The time needs to be extended by 120 days, for a new completion date of November 12, 2013. CIP: Ashton Brosnaham

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: Quantity Adjustment: Amount:
Deleting Dollars from Line Item No: Quantity Adjustment: Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars: \$47,839.35
Net Dollars added or subtracted: \$0.00
New Purchase Order Total Dollars: \$47,839.35
New Contract Total Dollars: \$47,839.35
Net Dollars added or subtracted: \$0.00
New Contract Total Dollars: \$47,839.35

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
350229	56301	08PR0025		\$32,472.65

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By:

Robin Lambert
c=Robin Lambert, o=Escambia County
BOCC, ou=Public Works, Engineering,
email=robin_lambert@myescambia.com, c=US
2013.07.26 11:41:56 -05'00'

Robin Lambert
c=Robin Lambert, o=Escambia County
BOCC, ou=Public Works, Engineering,
email=robin_lambert@myescambia.com, c=US
2013.07.26 11:41:56 -05'00'

Date:

Contract Administrator's Certification & Approval:

Joy D. Blackmon

Digitally signed by Joy D. Blackmon, P.E.

Office of Purchasing Review Agent:

Digitally signed by Joy D. Blackmon, P.E.
DN: cn=Joy D. Blackmon, P.E., o=Escambia County BOCC,
ou=Public Works Department,
email=joyblackmon@myescambia.com, c=US
Date: 2013.07.31 15:14:58 -05'00'

Department Director:

County Administrator's Approval:

Date:

Date:

Date: 8.1.13

Date:

Date:

Escambia County Public Works Department
Engineering Division
3383 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name Ashton Brosnahan Park
Project ID: ENG1826
Location Ashton Brosnahan Park and John R Jones Park
Project Manager: Elizabeth Bush
Date 7/26/2013

Signature Approval Division Chief

This section to be completed by Project Managers

DESCRIPTION OF REQUEST

RFF for time to Gulf Civil Engineers. The original time covered only the design of the project and not the construction phase. The time needs to be extended by 120 days for a new ending date of 11-12-13.

Attached backup documentation 5 page (s).
RFF/INTP Start Date 7/15/2013 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 120 calendar days.
11/12/2013 Completion date

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction COs			
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD	Consultant <u>Gulf Civil Engineers</u>		
Funds for Original Work Order			
Funds for Change Order #			
Contract PD	Contractor <u>100K 7-26-13</u>		
Funds for Contingency	Consultant <u>Please prepare CIP</u>		
Funds for Permit Fees	Agency <u>time only</u>		
Funds for Land Purchases	Owner		
Funds for Title Work	Company		
Contract PD	Contractor		
Funds for			
Now Balance of CIP Project			

This section to be completed by Administration to accomplish fund transfer:

From	Fund	Project #	Project Name	Amount
To	Fund	Project #	Project Name	Amount
Transfer				
County Engineer Signature <u>[Signature]</u> Transfer Date <u>7-26-13</u>				
Passed to Expedition				
Date:				

PURCHASE ORDER NO. 131010-2

CHANGE DATE: 11/22/13

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

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PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

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072457
GULF CIVIL ENGINEERING LLC
2940 BAYVIEW WAY
PENSACOLA FL 32503

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ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 04/11/13	BUYER: PAUL NOBLES	REQ. NO.: 13001096	REQ. DATE: 04/10/13
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 2
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
-------	----------	-----	-------------	------------	-----------

This change order provides for an Administrative Change Order for additional time to Gulf Civil Engineers to cover the construction phase. The original completion date was November 12, 2013. The new completion date we be an additional 365 days, the new completion date is November 12, 2014. CIP: Ashton Brosnaham Park Additions and John R. Jones Ball Fields

PO Total Dollars: \$14,825.00
Net Dollars Changed: \$0.00
New PO Total Dollars \$14,825.00

New Contract Total Dollars: \$47,839.35
Net Dollars Changed: \$0.00
New Contract Total Dollars: \$47,839.35

01	.00	1	TASK ORDER NO. 02.03.79.61.1.ENG "TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR ADDITIONS TO BOTH ASHTON BROSNAHAM PARK AND JOHN R. JONES PARK. CIP: ASHTON BROSNAHAM PARK AND JOHN R.	.0000	.00
----	-----	---	---	-------	-----

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	TOTAL \$
-------	---------	--------	--------------	---------------	----------

01	350229	56301	.00	08PR0025	
01	350229	56301	.00	06PR0085	

APPROVED BY

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 072457
Project Number: 08PR0025
Department: PUBLIC WORKS/ENGINEERING

Vendor Name: GULF CIVIL ENGINEERING, INC.
P.O. Number: 131010 C.O. Number: 2
P.D. Number: 02.03.79.61.1.ENG Date: 11/13/13

Notes for Modifying the Scope of Award:

Administrative Change Order for additional time to Gulf Civil Engineers to cover the construction phase. The original completion date was November 12, 2013. The new completion date will be an additional 365 days, the new completion date is November 12, 2014. CIP: Ashton Brosnham Park Additions and John R. Jones Ball Fields

To Modify Existing Purchase Order:

Adding Dollars to Line Item No:
Deleting Dollars from Line Item No:
Quantity Adjustment:
Adjustment:

Amount:
Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Purchase Order Total Dollars: \$14,825.00
Net Dollars added or subtracted: \$0.00
New Purchase Order Total Dollars: \$14,825.00
New Contract Total Dollars: \$47,839.35
Net Dollars added or subtracted: \$0.00
New Contract Total Dollars: \$47,839.35

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	* / - Change	Dollar Amount
350229	56301	08PR0025		\$8,925.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared by:

Contract Administrator's Certification & Approval:

Office of Purchasing Review Agent:

Department Director:

County Administrator's Approval:

Date:

Date:

Date: 11/20/13

Date:

Date:

RECEIVED
13 NOV 21 PM 12:49
ESCAMBIA COUNTY
PURCHASING DEPARTMENT
Nick Chavez
Project Coordinator
LL

Digitally signed by Jay D. Blackmon, P.E.
DN: cn=Jay D. Blackmon, P.E., ou=Escambia County BOCC,
ou=Public Works Department,
email=jay@blackmonengineering.com, c=US
Date: 2013.11.13 08:11:24 -0500

Digitally signed by Jay D. Blackmon, P.E.
DN: cn=Jay D. Blackmon, P.E., ou=Escambia County BOCC,
ou=Public Works Department,
email=jay@blackmonengineering.com, c=US
Date: 2013.11.21 11:02:23 -0500

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Ashton Brasnahan Park Additions & John R. Jones Ball Fields
Project ID: ENG-1826
Location: _____
Project Manager: Nick Chauvin
Date: 10/30/2013

Joe Tracy 10/30/13
Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF for additional time to Gulf Civil Engineers to cover the construction phase. The original completion date was November 12, 2013. The new completion date will be November 12, 2014.

Attached backup documentation _____ page (s).
RFF/NTF Start Date _____
Time shall be increased/decreased by 365 or Upon Issuance of Notice to Proceed calendar days.

		Obligated	Required
Balance of CIP Project			
Funds for Original Construction Contract			
Funds for Construction CO#			
Contract PD _____	Contractor _____		
Funds for Original Task Order			
Funds for Addendum #			
Task Order PD <u>02.03.79.81.1.ENG</u>	Consultant _____		
Funds for Original Work Order			
Funds for Change Order # <u>1</u>	Contractor <u>Der 10/31/13</u>		
Contract PD _____	Consultant _____		
Funds for Contingency	Agency <u>please prepare</u>		
Funds for Permit Fees	Owner <u>oto time only</u>		
Funds for Land Purchases	Company _____		
Funds for Title Work	Contractor _____		
Contract PD _____			
Funds for _____			
New Balance of CIP Project			

This section to be completed by Administration to accomplish fund transfer:

From:	Fund	Project #	Project Name	Amount
To:	Fund	Project #	Project Name	Amount

County Engineer Signature

Passed to Expedition
Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5514

County Administrator's Report 14. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: VE 13-14.002 Solid Waster Department Vehicle Purchase #1 - Caterpillar Truck

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Solid Waste Management Department Vehicle Purchase #1 - Caterpillar Truck - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the NJPA Contract #060311-CAT, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application: exemptions; and Section 46-64, Board approval, and award a Purchase Order for one 2014 Caterpillar CT660S tractor, PD VE13-14.002, to Thompson Tractor Co., in the amount of \$128,303.40.

In accordance with Board policy regarding local preference, this purchase was posted on the Escambia County Website from November 13, 2013, through December 13, 2013. No offers were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 56401]

BACKGROUND:

This tractor will be used at the Palafox Transfer Station to pull transfer trailers. Currently the transportation of waste from the Palafox Transfer Station is outsourced at a significant cost to the county. The purchase of this tractor will allow the transportation of waste to the Perdido Landfill to be performed in-house. An estimated 30% reduction in current operating costs for this service (approximately \$240,000) will be realized. This purchase was posted on the Escambia County Website from November 13, 2013 through December 13, 2013.

BUDGETARY IMPACT:

Funding: Fund 401 Solid Waste, Cost Center 230307, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Section 46-44. Applications and exemptions; and Section 46-64 Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Thompson Tractor Co., quote



Escambia County - Solid Waste Management

Customer Quote Summary

10/3/2013

Thompson Tractor Co.

Michael Pursley

2014 Cat CT660S

<u>Description</u>		<u>Price</u>
Total Factory List Price Including Options:		\$178,781.00
Includes:	CT660S Tractor Wet Kit for Walking Floor Trailer Vision Link / Product Link 3 Year Subscription "In Accordance with NJPA Requirements - Contract # 060311-CAT"	
Less Customer Allowances:		\$53,227.60
Predelivery & Inspection	750.00	
Total Predelivery & Inspection:		\$250.00
Freight Charge	2,500.00	
Total Freight:		\$2,500.00
Net Sales Price:		<u>\$128,303.40</u>
Total FET Sales Tax:		\$0.00
*Total Sales Price:		<u>\$128,303.40</u>

*Does Not Include State and Local Sales Tax

In accordance with our discussion, we are pleased to submit the following confirmation of our verbal quote. We propose to furnish this equipment at the attached quoted price.

Thank you for the opportunity of quoting this project. Our Dealership remains at your disposal for any additional information or assistance that you may require.

Approved by Seller:

Michael Pursley

Official Title and Date

On-Highway Sales

10/3/2013

Authorized Signature

Accepted by Purchaser:

Official Title and Date

Authorized Signature and Date



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5589

County Administrator's Report 14. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/16/2014

Issue: Authorization to Pay Morgan Contracting, Inc., for Stabilization Efforts on Greenbrier Boulevard

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Reimburse Morgan Contracting, Inc., for Stabilization Efforts on Greenbrier Boulevard - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning stabilization efforts on Greenbrier Boulevard:

A. Authorize the reimbursement to Morgan Contracting, Inc., in the amount of \$45,612.35, for stabilization efforts on Greenbrier Boulevard; and

B. Authorize the acceptance of the General Release from Morgan Contracting, Inc., to compromise and settle the claim for payment of the sum of \$45,612.35.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #11EN0955]

BACKGROUND:

During the construction of the Emerald Coast Utilities Authority (ECUA) Transmission line project with Morgan Contractors, significant erosion across the construction site was exacerbated, in part, by stormwater runoff from failed drainage structures in a County drainage easement on the Scenic Hills Golf Course Property.

On November 18, 2010, the Board approved a reimbursement to ECUA in the amount of \$45,612.35 for what the Board felt was the County's share of the reasonable costs associated with the repairs that Morgan Contracting, Inc., had incurred during the construction of the project. ECUA returned the check to Escambia County and asked that the check be voided and re-issued to Morgan Contracting, Inc.

Along with the reimbursement, Escambia County also designed and constructed a drainage project to remove and replace the stormwater system located within our easement. That project has been completed and is currently functioning as designed.

BUDGETARY IMPACT:

Fund for this project are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #11EN0955.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation has been reviewed by Allison Rogers, County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

General Release

Backup for Payment

GENERAL RELEASE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Morgan Contracting, Inc., a Tennessee corporation, has made a claim against Escambia County, a political subdivision of the State of Florida arising out of stabilization efforts for placement of an ECUA transmission line on Greenbrier Boulevard in Escambia County, Florida; and

WHEREAS, the claim includes extra work in the sum of \$45,612.35 having had to be performed by Morgan Contracting, Inc., from erosion from stormwater runoff to an Escambia County drainage easement; and

WHEREAS, the parties to this General Release, Morgan Contracting, Inc., and Escambia County desire to compromise and settle the claim by Morgan Contracting, Inc., for payment of the sum of \$45,612.35 rather than to incur the expenses and uncertainty of litigation; and

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this General Release would not be executed and delivered by Morgan Contracting, Inc., nor accepted by Escambia County, and of the benefits and advantages anticipated by the parties to this General Release from the compromise and settlement of the above claim, and in consideration also of the sum of Forty-Five Thousand Six Hundred Twelve Dollars and 35/100 (\$45,612.35) to Morgan Contracting, Inc., in hand paid by Escambia County, the receipt of which is hereby acknowledged, Morgan Contracting, Inc., has acquitted, released, exonerated and discharged, and does hereby acquit, release, exonerate and discharge Escambia County, its successors, legal representatives, Commissioners, agents and assigns, of and from any

and all obligation, liability or responsibility under the laws of the State of Florida, and of any other state of the United states, and of the United States of America, for, from, upon, under, on the account of or growing or arising out of above claim, including damages, claims, losses, costs, interest, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, resulting directly or indirectly, proximately or remotely, from the stabilization efforts for placement of an ECUA transmission line on Greenbrier Boulevard in Escambia County, Florida, and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefore; additionally,

The hereinabove recited considerations are the full, complete and entire consideration for this Release, and there is no agreement, oral or written, express or implied, whereby Morgan Contracting, Inc., is to receive at any time or in any event or upon the happening of any contingency or upon the development or discover of any fact, circumstance or condition any further consideration of any kind whatsoever from Escambia County, Florida, relating to the stabilization efforts for placement of an ECUA transmission line on Greenbrier Boulevard in Escambia County, Florida. It is understood that payment of the consideration for this Release in no way constitutes an admission of liability, but is made by way of a compromise of a disputed claim.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has made and executed this Release on the respective date under each signature: Morgan Contracting, Inc., signing by and through its Director, Loren D. White, who is authorized to execute same on the _____ day of January, 2014, to this and to duplicate photostatic copies hereof, as well.

Witness _____

MORGAN CONTRACTING, INC.

Print Name _____

Witness _____

By: _____

Print Name _____

Loren D. White, Its Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of January, 2014, by Loren D. White as Director of Morgan Contracting, Inc., on behalf of the corporation. He/She () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

From: [Lisa A. Miller](#) on behalf of [Joy D. Blackmon](#)
To: [Robin F. Lambert](#)
Subject: FW: ECUA - Greenbrier
Date: Thursday, December 19, 2013 9:59:12 AM

From: Alison A. Perdue
Sent: Monday, December 09, 2013 8:21 AM
To: Joy D Blackmon
Cc: Matthew R. Mooneyham; Colby S. Brown; Dianne C. Simpson
Subject: RE: ECUA - Greenbrier

Joy,

I do not see anything in these attachments which leads me to believe we have a specific legal obligation to ECUA or Morgan under the contract in operation at the time of the project. However, it appears the \$43k the County attempted to pay toward this project was for repairs to a County drainage easement made necessary due to erosion. Unless we can prove the erosion was ECUA's fault then I suggest that the County is responsible for repairs to its drainage easement and to make ECUA now responsible for them (whether they resist, it is litigated or even if it is voluntarily paid) is not appropriate and assuming the repairs were totally completed then I would say we are unjustly enriched if the obligation for repairing our easement became someone else's problem. So, I suggest we either pay Morgan the amount due for repair to our easement OR we need to pursue actions to demonstrate that another party wrongly caused erosion to our easement resulting in the necessary repairs. If a release is required to make this happen, please work through us.

Alison

From: Joy D Blackmon
Sent: Monday, December 02, 2013 10:47 AM
To: Alison A. Perdue
Cc: Matthew R. Mooneyham; Colby S. Brown
Subject: FW: ECUA - Greenbrier

This is our back ground info on this.

Joy D. Blackmon, P.E.

Escambia County Public Works
Department Director, County Engineer
3363 W. Park Place
Pensacola, FL 32505
850-595-3492 o
850-554-3041 c

From: Robin F. Lambert

Sent: Tuesday, November 26, 2013 12:17 PM
To: Joy D Blackmon
Cc: Robin F. Lambert
Subject: ECUA - Greenbrier

Joy:

This should be everything I have on Greenbrier and ECUA.

Robin

Robin Lambert
Accounting Manager
Escambia County Public Works Department
Engineering/Infrastructure Division
3363 West Park Place
Pensacola, FL 32505
Phone 850-595-3412
Fax 850-595-3444
rflamber@myescambia.com

Robin F. Lambert

From: Colby S. Brown
Sent: Tuesday, April 12, 2011 4:42 PM
To: Robin F. Lambert
Cc: Joy D Blackmon
Subject: ECUA / Greenbrier - Return of Funds
Attachments: Greenbrier; Greenbrier; RE: Greenbrier; Greenbrier; RE: Greenbrier Temp Work Cost Est and other issues; Greenbrier Rd. Status

Robin

The attached emails should explain that there was an understanding between Rebecca Peterson with ECUA and Joy B regarding the funds that we sent to ECUA. Once Steve Holcomb took over the situation changed.

Colby Brown, PE
Engineer / Program Manager
Public Works Bureau
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034

check returning
transferring funds back
to oblig in project

210107 / 56301

11EN09SS

Robert
4-13-11

PROCESSED
4-15-11
10063114
VOIDED

SUNGARD PENTAMATION
DATE: 04/13/2011
TIME: 11:07:18

ESCAMBIA COUNTY BOCC
PROJECT AUDIT TRAIL

PAGE NUMBER: 554
AUDIT61

SELECTION CRITERIA: ALL

ACCOUNTING PERIODS: 1/11 THRU 7/11
SORTED BY: PROJECT,TASK,1ST SUBTOTAL,ACCOUNT

TOTALED ON: PROJECT,TASK,1ST SUBTOTAL

PAGE BREAKS ON: PROJECT

PROJ/TASK - 11EN0955 - GREENBRIER

ACCOUNT	DATE	T/C	ENC/RECV	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS EXPENSES	RECEIVABLES ENCUMBRANCES	DESCRIPTION	BALANCE
PROJ/TASK - 11EN0955 - GREENBRIER										
56301	IMPROV OTHER THAN BUILDGS					.00	.00	.00	BEGINNING BALANCE	
	10/19/10 15					49,000.00			BA022-TFR FD>GREENBIER	
	11/19/10 27		BA046			48,000.00			BA046-FD DESIGN FORBRIDGE	
	11/23/10 17 110785			100142	JEHLE-HALSTEAD I			48,035.00	TASK ORDER NO. 02.03.79.2	
	11/30/10 21 0		10063116	051499	EMERALD COAST UT		45,612.35	.00	STAB GRNBR/ECUA	
	02/08/11 21 110785		10066324	100142	JEHLE-HALSTEAD I		7,775.00	-7,775.00	GREENBRIER DR IMP	
	02/15/11 16					250,000.00			BA114-PR BOARD ACTION 2/3	
TOTAL 1ST SUBTOTAL -						-347,000.00	-53,387.35	-40,260.00		-253,352.65
TOTAL TASK - GREENBRIER						-347,000.00	-53,387.35	-40,260.00		-253,352.65
TOTAL PROJECT - GREENBRIER						-347,000.00	-53,387.35	-40,260.00		-253,352.65

Robin F. Lambert

From: Joy D Blackmon
Sent: Friday, August 06, 2010 11:05 AM
To: Rebecca Peterson
Cc: Colby S. Brown; Rich F. Andrews; KEITH T. WILKINS; LARRY M. NEWSOM
Subject: Greenbriar

Rebecca,

The Administrator and I met with Scenic Hills representative this morning. Although he recognizes the system needs maintenance, he feels the system was functional until the new pipe was installed and that may have compromised their outfall pipe.

At this point, Escambia County will estimate the costs to repair the pipes and try to mediate the responsibility for those costs. Would it be possible for me to get a copy of the pre-construction tape that was mentioned the other morning? After we have a chance to piece all of this together, we will need to sit down with you again. I am confident we can come to an agreement that is acceptable to all parties.

Thank you for your cooperation. If you have any questions, please call my cell number listed below.

vr,

Joy

Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

Robin F. Lambert

From: Joy D Blackmon
Sent: Monday, September 20, 2010 2:15 PM
To: Colby S. Brown
Cc: Rebecca Peterson; Larry W. Goodwin; KEITH T. WILKINS
Subject: Greenbriar

Colby,
I spoke to Rebecca this morning. I explained to her that I would request payment in part for the emergency repairs that Loren made on the south side of Greenbriar. I have not given her a final number for payment.

I am also asking that you get with Larry Goodwin and work to obtain the property (by donation or easement) for the outfall. Concurrently, please ask JHE to give us a quote to design the repair to the outfall.

I told Rebecca that Keith's folks will meet with UWF this week to discuss the challenges on the North side of Greenbriar.

This is priority ONE for all of us.

thanks,

Joy

Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

Robin F. Lambert

From: Joy D Blackmon
Sent: Thursday, September 09, 2010 10:13 AM
To: Rebecca Peterson
Cc: Colby S. Brown; Lisa A. Miller
Subject: Greenbriar

Rebecca,
I am sorry I have not returned your call. Larry Newsom has unexpectedly had to be out of the office and I am now Acting Administrator. I have asked Colby Brown to look into this issue. He has some preliminary direction from me. He can bring you up to date and he will keep me informed as well.

By copy of this email, I am asking Colby to contact you this morning. Lisa will provide you both phone numbers.

thanks,

Joy

Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

Robin F. Lambert

From: Colby S. Brown
Sent: Friday, September 24, 2010 9:14 AM
To: Joy D Blackmon
Cc: Rich F. Andrews; Larry W. Goodwin; Rick S. Colocado; Don Jehle (djehle@jehle-halstead.com)
Subject: RE: Greenbriar Temp Work Cost Est and other issues
Attachments: Erosion Cost Est.xlsx

Joy

Please find the Temp. Stabilization Cost Est attached. Also, notice the Balanced Line Items. You may or may not want to include these items.

Real Estate is currently working on the Title Search which will have a 3 wk to 1 mo time frame, according to contract. We will then approach the golf course with easement documents. I am presuming that you are wanting to get the easement to encumber the whole drainage system from the Villas parking lot north to Greenbrier. This was the direction that I gave Don for scope and real estate for acquisition.

I met with Don on site yesterday and he is working up a scope for next week with negotiations to follow.

Colby Brown, PE
Engineer / Program Manager
Public Works Bureau
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034

From: Joy D Blackmon
Sent: Monday, September 20, 2010 2:15 PM
To: Colby S. Brown
Cc: Rebecca Peterson; Larry W. Goodwin; KEITH T. WILKINS
Subject: Greenbriar

Colby,
I spoke to Rebecca this morning. I explained to her that I would request payment in part for the emergency repairs that Loren made on the south side of Greenbriar. I have not given her a final number for payment.

I am also asking that you get with Larry Goodwin and work to obtain the property (by donation or easement) for the outfall. Concurrently, please ask JHE to give us a quote to design the repair to the outfall.

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This is priority ONE for all of us.

thanks,
Joy

Joy D. Blackmon, P.E.

Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

PD07-08.134 General Paving and Drainage Pricing Agreement
 Valld From October 1, 2009 till September 30, 2010

Contractor Name Panhandle G & P	Contractor Name Roads, Inc of NW FI	Contractor Name Utility Serv Co, Inc
------------------------------------	--	---

Section Number General Drainage and Paving

Quantity Units Unit Price Ext Cost Unit Price Ext Cost Unit Price Ext Cost

Performance Bond Section 0001-

0001-	1001	Performance Bond	1.00	Per \$1000	\$12.00	0.00	\$10.50	0.00	\$11.00	0.00
-------	------	------------------	------	------------	---------	------	---------	------	---------	------

Mobilization Section 00010

Mobilization Section 00010-1000

00010-	1002	Mobilization, 16 - 30 Miles	2	EA	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00
00510-	1007	48" HDPE Pipe, 4:1 Slope	55	EA LF	\$91.81	\$5,049.55	\$77.00	\$4,235.00	\$89.14	\$4,902.70
00620-	1001	Earthwork Excavation by machine	200	CY	\$5.00	\$1,000.00	\$3.90	\$780.00	\$5.62	\$1,124.00
00620-	1002	Earthwork Excavation by hand	200	CY	\$18.60	\$3,720.00	\$25.00	\$5,000.00	\$19.53	\$3,906.00
00620-	1003	Earthwork Fill (sand-clay build up)	362	CY	\$6.75	\$2,443.50	\$6.25	\$2,262.50	\$7.51	\$2,718.62
00620-	1004	Earthwork Establishing Grade	555	SY	\$0.85	\$471.75	\$0.75	\$416.25	\$0.89	\$493.95
00620-	1006	Misc Fine Grading	555	SY	\$1.00	\$555.00	\$0.75	\$416.25	\$1.21	\$671.55
00630-	1005	Seed & Mulch Road & Shoulders	1722	SY	\$0.62	\$1,067.64	\$0.50	\$861.00	\$0.65	\$1,119.30
00640-	1003	Stone Rip Rap/with Geotextile (12" min. depth)	185	CY	\$95.00	\$17,575.00	\$85.00	\$15,725.00	\$100.00	\$18,500.00
00640-	1019	Erosion Control Blanket, Type E-5, FDOT Index 199	555	SY	\$4.25	\$2,358.75	\$7.00	\$3,885.00	\$4.46	\$2,475.30
00640-	1023	Silt Fence Type IV, over 500lf	500	LF	\$4.15	\$2,075.00	\$4.00	\$2,000.00	\$4.36	\$2,180.00
00640-	1028	Baled Hay or Straw	200	EA	\$10.00	\$2,000.00	\$7.50	\$1,500.00	\$10.50	\$2,100.00

Sub Totals					\$41,316.19	\$41,081.00	\$47,191.42
Performance and Payment Bond (Required for projects over \$25,000.00)					\$495.79	\$431.35	\$519.11
Sub Totals							
Grand Total					\$41,811.98	\$41,512.35	\$47,710.53

Balance of Line		Qty	Units						
Gulf Power Contractor		1		\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
1st stabilization effort		1		\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unhide for additional Line 1218-1224				\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00
Additional Performance and Payment Bond		1		\$103.20	\$90.30	\$90.30	\$90.30	\$90.30	\$90.30
Revised Grand Total with BOL				\$50,515.18	\$50,202.65	\$50,202.65	\$50,202.65	\$50,202.65	\$50,202.65

Robin F. Lambert

From: Joy D Blackmon
Sent: Thursday, September 09, 2010 11:36 AM
To: Colby S. Brown; Rebecca Peterson
Cc: Lisa A. Miller
Subject: RE: Greenbriar

Rebecca,
Colby is also doing a comparison of Morgan Contractors' invoices to our pricing agreement to determine what reimbursement we should offer.

thanks,

Joy

Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

From: Colby S. Brown
Sent: Thursday, September 09, 2010 11:23 AM
To: Rebecca Peterson
Cc: Lisa A. Miller; Joy D Blackmon
Subject: RE: Greenbriar

Rebecca

I just left you a voice message. We are working with our Real Estate Dept and the golf course EOR to determine who owns what and exactly what was installed. This will give us good direction to a solution.

Thanks,
Colby Brown, PE
Engineer / Program Manager, Public Works Bureau
Email csbrown@myescambia.com
Phone 850-595-3433
Cell 850-554-3034

From: Joy D Blackmon
Sent: Thursday, September 09, 2010 10:13 AM
To: Rebecca Peterson
Cc: Colby S. Brown; Lisa A. Miller
Subject: Greenbriar

Rebecca,
I am sorry I have not returned your call. Larry Newsom has unexpectedly had to be out of the office and I am now Acting Administrator. I have asked Colby Brown to look into this issue. He has some preliminary direction from me. He can bring you up to date and he will keep me informed as well.

By copy of this email, I am asking Colby to contact you this morning. Lisa will provide you both phone numbers.

thanks,

Joy

Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

Robin F. Lambert

From: Rebecca Peterson [rpeterson@ecua.org]
Sent: Friday, October 01, 2010 5:08 PM
To: Joy D Blackmon; Colby S. Brown
Cc: sholcomb@ecua.org
Subject: Greenbrier Rd. Status

Sorry we weren't able to connect before I left. I do want you to know how much I enjoyed working with you and appreciate all you've done to help get the Greenbrier Rd. situation under control. Please send any future correspondence to Steve Holcomb at ECUA.

Thanks,
Rebecca M. Peterson
Engineering Contract Coordinator
Emerald Coast Utilities Authority
P.O. Box 15311
9300 Sturdevant St.
Pensacola, FL 32514-0311
Phone: 850-476-5110 ext. 2808
Fax: 850-494-7335

File # 10063114 12-1-10

Voucher - County of Escambia, Florida

Voucher No.: _____ Date: 11/22/2010

Vendor No.: _____

Vendor: Emerald Coast Utilities Authority
 (Vendor's Name)
P.O. Box 153111
9251 Sturdevant Street
 (Complete Vendor Address)
Pensacola, FL 32514-0311
 (City, State, Zip Code)

Certification: I do hereby certify that the attached invoices are correct; the goods or services have been properly received by the County; the expenditures are in compliance with any applicable laws or grant restrictions; that adequate budget appropriations are available; the expenditures are just, reasonable and necessary for operations of the appropriate department; and that the invoices are due and unpaid.

Public Works/Engineering-Infrastructure
 Department Name

Robin Lambert 595-3412
 Contact Phone Number & Name

[Signature]
 Signature of Person Preparing Voucher
[Signature]
 Signature of Approving Authority

Cost Center	Object Code	Project Code	ACCOUNT DESCRIPTION AND DISTRIBUTION	Amount
210107	56301	11EN0955	Improvements Other than Bldgs.	45,612.35
			Reimburse ECUA for Stabilization Efforts on Greenbrier Blvd. as per BCC Approval on 11/18/2010	
			Total	\$ 45,612.35

Approved for payment in open session _____
 Board of County Commissioners, Escambia County, Florida.

 Clerk

Print Agenda Item

1200 31-16K



BOARD OF COUNTY COMMISSIONERS
 Escambia County, Florida

Budget/Finance Consent

County Administrator's Report

Date: 11/18/2010
 Issue: Authorization to Reimburse ECUA for Stabilization Efforts on Greenbrier Blvd.
 From: Joy D. Blackmon, P.E., Bureau Chief
 Organization: Public Works
 CAO Approval: _____

RECOMMENDATION:

Recommendation concerning Authorization to Reimburse the Emerald Coast Utility Authority (E.C.U.A.) for Stabilization Efforts on Greenbrier Blvd. - Joy D. Blackmon, P.E., Bureau Chief

That the Board approve authorization to reimburse the Emerald Coast Utility Authority (E.C.U.A.) for a total cost of \$45,612.35, for stabilization efforts on Greenbrier Blvd.

[Funding: Fund 352 "LOST IIF", Account 210107/56301, Project #11EN0955 "Greenbrier"]

BACKGROUND:

During the construction of the ECUA Transmission line project with Morgan Contractors, significant erosion across the construction site was exacerbated, in part, by stormwater runoff from a failed drainage structures in a County drainage easement on the Scenic Hills Golf Course Property. The structures in this easement are in design with Jehle-Halstead to expand the easement and maintain/modify the existing failed drainage structures. The new system will handle the area runoff that is currently flowing across the ECUA construction site preventing them from stabilizing according to their Stormwater Pollution Prevention Plan Permit.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST IIF", Account 210107/56301, Project #11EN0955 "Greenbrier".

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation was discussed with Kirstin D. Haul, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

ECUA_Greenbrier

Attachments

Robin F. Lambert

From: Colby S. Brown
Sent: Friday, October 15, 2010 8:38 AM
To: sholcomb@ecua.org
Cc: Loren White; Robin F. Lambert; Rich F. Andrews; Joy D Blackmon
Subject: Greenbrier Stabilization Efforts
Attachments: Erosion Cost Est sent to ECUA.pdf

Steve

I wanted to let you know that the County is processing a payment to ECUA for a portion of the Stabilization Efforts for your Transmission line project with Morgan Contractors. Erosion in this area was exacerbated, in part, by the runoff from the County drainage easement on the Scenic Hills Golf Course Property. This easement area is currently under negotiations with Jehle-Halstead for a design to expand the easement and maintain/modify the existing drainage structures in the easement to handle the majority of the area runoff. Attached is the cost est. that the County is processing.

Colby Brown, PE
Engineer / Program Manager
Public Works Bureau
3363 West Park Place
Pensacola, FL 32505

cbrown@myescambia.com
(850) 595-3433
(850) 554-3034

Section Number Greenbrier Stabilization Effort

Quantity Units Unit Price Est Cost

Performance Bond Section 0001-

0001-	1001	Performance Bond	1.00	Per \$1000	\$10.50	0.00
-------	------	------------------	------	------------	---------	------

Mobilization Section 00010

Mobilization Section 00010-1000

00010-	1002	Mobilization, 16 - 30 Mbs	2	EA	\$2,000.00	\$4,000.00
00010-	1007	48" HDPE Pipe, 4:1 Slope	85	EA LP	\$77.00	\$4,235.00
00020-	1001	Earthwork Excavation by machine	200	CY	\$3.50	\$700.00
00020-	1002	Earthwork Excavation by hand	200	CY	\$25.00	\$5,000.00
00020-	1003	Earthwork Fill (sand-clay build up)	302	CY	\$8.25	\$2,482.50
00020-	1004	Earthwork Establishing Grade	558	SY	\$0.75	\$418.25
00020-	1006	Misc Fine Grading	558	SY	\$0.75	\$418.25
00030-	1005	Seed & Mulch Road & Shoulders	1722	SY	\$0.50	\$861.00
00040-	1003	Stone Rip Rap with Geotextile (12" min. depth)	185	CY	\$85.00	\$15,725.00
00040-	1019	Erosion Control Blanket, Type E-5, FDOT Index 199	555	SY	\$7.00	\$3,885.00
00040-	1023	5ft Fence Type IV, over 500ft	500	LF	\$4.00	\$2,000.00
00040-	1028	Baled Hay or Straw	200	EA	\$7.50	\$1,500.00

Sub Totals	\$41,081.00
Performance and Payment Bond (Required for projects over \$25,000.00)	\$431.35
Sub Totals	
Grand Total	\$41,512.35

1st stabilization effort	Balance of Line	Qty	Units	\$4,100.00	\$4,100.00
					\$0.00
					\$0.00
Unhide for additional Line 1218-1224					\$4,100.00
Revised Grand Total with BCL					\$45,612.35

Payment To Date Greenbrier Trail

Indirect Expenses

Sub Contractors

Rudolf Inc.
Green Construction, Inc.
Lauri Poulos
Guy Bishop PC
Macintosh Hydraulics

Out Power Inspection

Cat Contract Services, Inc.

Morgan Direct Expenses

Personnel

Loren Urban (Project Manager)
Heavy Labor \$ 26.00
Vehicle \$ 4.25
Work \$ 43.27 @ 84 hrs.

Helping and RD

MacDuff Industries, Inc.
CA Hauling
Coff Brown Construction, Inc.
Marsh Services
Victim Networks

Materials

Freight
Heavy-Duty Company
McIntire Inc.

Special Equipment

Excavator

Sub Totals
\$ 4,087.20
\$ 26,535.25
\$ 1,358.28
\$ 12,081.29
\$ 1,000.00
\$ 58,062.02

Sub Totals

\$ 58,062.02

\$ 58,062.02

Sub Totals

\$ 2,011.00

Sub Totals

\$ 2,011.00

Sub Totals

\$ 2,011.00

Sub Totals

\$ 2,011.00

Current Totals: \$ 87,058.55



Remit To:
LFI Fl. Pierce, Inc.
Labor Finders (Pensacola)
P O Box 16511
Pensacola, FL 32507-0511
Phone: (850) 455-0077

Invoice Number: 25-24-0822
Invoice Date: 7/30/2010

Terms: Net cash seven(7) days. This invoice represents wages and taxes already paid and is due and payable within seven(7) days of above date. Past due amounts subject to 10% interest per annum (1.5% per month) or highest applicable rate according to state law.

Invoice

To: Morgan Contracting
6575 Hwy 189 N
Baker, FL 32531

Customer Account #: 25-24-712

Work Order	Regular - Time	Over - Time	Double - Time	PREVIOUS BALANCE	\$721.38
Number	Date	Hours	Rate	Hours	Rate
25-24-37445	07/27/2010	04.00	\$11.45	0.00	\$0.00

Northway Translocation - Laborer

25-24-37445 07/27/2010 04.00 \$11.45 0.00 \$0.00 0.00 \$0.00

Job Subtotal \$732.80

Subtotal \$732.80

Lebor \$732.80
Transportation \$0.00
Bonura \$0.00
Misc. Charges \$0.00

Interest \$0.00
Sales Tax \$0.00
Total Invoice \$732.80

CURRENT ACCOUNT BALANCE \$1,454.18

Thank you for letting us help you get your job DONE!



McKenzie's Hydroseeding
4009 Deerwood Cr.
Pace, FL 32571

Date: 8/12/2010
Invoice #: 00205

Bill To:
Morgan Contracting
6575 Hwy 189 North
Baker, FL 32531

Ship To:
Morgan Contracting
6575 Hwy 189 North
Baker, FL 32531

P.O. #
Terms

Ship Date: 8/12/2010
Due Date: 8/12/2010
Other

Item	Description	Qty	Price	Amount
Seeding Per ...	Gulf Power rite of way, Southside of Greenbrier Blvd, Pensacola, FL	15,500	0.18	2,790.00
Freight Charge	LPL Freight up charge	1	270.00	270.00
Subtotal				\$3,060.00
Sales Tax (0.00%)				\$0.00
Total				\$3,060.00
Payments/Credits				\$0.00
Balance Due				\$3,060.00

McKenzie's Hydroseeding
dmckenzie1034@yahoo.com

850-454-5906

McDIRT INDUSTRIES, INC

5570 BELLVIEW AVE
PENSACOLA, FL 32526
(850) 644-0112 [mcdirt@bellsouth.net]

**Invoice**

DATE	INVOICE #
8/2/10	203589

BILL TO MORGAN CONTRACTING 6575 HWY 189 NORTH BAKER, FL 32531	SHIP TO 10 MILE & FOXRUN 14303
--	--------------------------------------

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
FOXRUN & ...	Net 30	SAM	8/2/10	DELIVERED	BLVV	FOXRUN NORTHMINISTER STR...

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
17.78	RECYCLED FILL DIRT TICKET # 6657	2.00	35.52T
17.7	RECYCLED FILL DIRT TICKET # 6658	2.00	35.40T
17.49	RECYCLED FILL DIRT TICKET#6660	2.00	34.98T
4	Dump Truck Hauling TRK 3321	50.00	200.00T
	Sales Tax w/ Esc. School Tax	7.50%	22.94



PLEASE PAY BY THIS INVOICE.

TOTAL QTY

32.95 TO...

Total**\$328.84**

Phone # 850-644-0112 Fax # 850-944-2893

E-mail mcdirt@bellsouth.net

We appreciate your business, 1.5% interest assessed on invoices over 30 days!

**GB GREEN CONSTRUCTION**

303 MANOWAR CIRCLE
CANTONMENT, FL 32533
(850)698-3785
gbgreen30@hotmail.com

Invoice

Date	Invoice #
6/16/2010	10019

BILL TO MORGAN CONTRACTING 6575 Highway 189 North Baker, Florida 32531

SHIP TO 10 MILE & GREENBRIAR 14310
--

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/16/2010			

Quantity	Item Code	Description	Price Each	Amount
2	TH- Truck Hauling	Truck Hauling #202 7:15-8:15	55.00	110.00
		ST-Sales Tax	7.50%	0.00

THANKS FOR CHOOSING G B GREEN CONSTRUCTION MANAGEMENT & CONSULTING FOR YOUR CONSTRUCTION NEEDS

Total**\$110.00**

WILE STATE
8905 Untreiner Ave.
Pensacola, FL 32534
Phone: 850-384-5451
Fax: 850-477-5169

Invoice

Number 4168
Date 8/9/2010

Bill To
Morgan Contracting 6575 Hwy 189 Baker, FL 32531

Ship To
Clayton Brier Repair 10 Mile Road 14303

P.O. Number

Reference
TK6384

Date	Description	Quantity / Hour	Price	Amount
8/7/2010	Delivery For 18 cubic yards fill dirt	8	125.00	1,000.00
Subtotal				\$1,000.00
Sales Tax (7.5%)				\$0.00
Total				\$1,000.00

All Invoices are due upon receipt. Any balance over 30 days will incur Finance Charges of 1 1/2% per month (18% APR). All costs associated with collection of account (attorney's fees, court costs, collection agency fees, etc.) will be the sole responsibility of the customer.

FERGUSON ENTERPRISES, INC.
133 SHANNON LAKE
SANTA ROSA BEACH, FL 32459

Please contact with Questions:
850-622-9166

00005616 01 MB 0.382 01 TR 024 FRIDMO1 000000
MORGAN CONTRACTING, INC
NORTHERN TRANS MAIN
6575 HWY 189 NORTH
BAKER, FL 32531

APPROVED
P

INVOICE NUMBER	CUSTOMER ID	PO NUMBER
0232739	32014	1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FEI-SANTA ROSA BEACH, FL #1204
PO BOX 100286
ATLANTA, GA 30384-0286

MORGAN CONTRACTING, INC
NORTHERN TRANS MAIN
W CLUB DR
PENSACOLA, FL 32505

14203

SHIP WISE	SELL WISE	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
335	335	FL2ESC		110	NORTHERN TRANS MAIN	08/03/10	10 67957
40	40	A4885002018	46X20 W12 PROLINK ST SLD HDPE PIPE			54.293	FT
4	4	02002 12X100	D-2 FLTR FAB 12X100 RL 400 SY/RL			649.000	EA
CALL LOREN WHITE ON ARRIVAL 850-499-0738							2171.72
INVOICE SUB-TOTAL							4927.72
TAX							169.56
Estimate							

RECEIVED
AUG 09 2010
By

TERMS: NET 10TH PROX ORIGINAL INVOICE
All amounts are due and payable per the invoice terms. All past due amounts are subject to a service charge at the discretion of the company. Payment of this invoice does not constitute an agreement to the terms and conditions of the company's standard terms and conditions. Payment of this invoice does not constitute an agreement to the terms and conditions of the company's standard terms and conditions.

SUNBELT.
RENTALS

INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO. 26332575-001

6125744

8/12/10

1 of 1

INVOICE TO

WHITE, LOREN

26332575

INVOICE NO.

26332575
MORGAN CONTRACTING
6575 HIGHWAY 189 N
BAKER FL 32531-7801

GREENBRIER REPAIR

1 - NORTHERN TRANSMI

JOB ADDRESS

NORTHERN TRANSMISSION LINE
GREENBRIER BLVD
PENSACOLA, FL 32514

PENSACOLA PC267
6802 PENSACOLA BLVD
PENSACOLA, FL 32505-1220
850-477-6033

850-499-0738

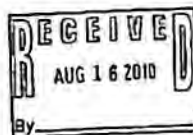


QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	4WD STANDARD BACKHOE LOADER CANOPY 419160 Make: JCB Model: 214E-STANDARD Ser #: 906005 HR OUT: 46.600 HR IN: 46.700 TOTAL: .100 Billed from 8/10/10 thru 8/11/10	200.00	200.00	600.00	1200.00	200.00
1	24" BACKHOE BUCKET					N/C

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA	3.60	3.60
16	ENVIRONMENTAL	EA	4.50	72.00
	DIESEL			
	2141XXX000			
	DELIVERY CHARGE			50.00
	PICKUP CHARGE			50.00

FINAL BILL: 8/10/10 02:00 PM THRU 8/11/10 03:00 PM.



REMIT TO:

SUNBELT RENTALS
PO BOX 409211
ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject
to a 1-1/2% per month charge.

RENTAL RETURN

INVOICE TOTAL

375.60

20.67

396.27

Robin F. Lambert

From: Colby S. Brown
Sent: Friday, October 15, 2010 11:15 AM
To: Robin F. Lambert
Subject: RE: Greenbrier - ECUA Reimbursement BCC Rec Background

Robin

Let me know if you find anything with the Main St relocation, if not try this for background:

During the construction of the ECUA Transmission line project with Morgan Contractors significant erosion across the construction site was exacerbated, in part, by stormwater runoff from a County drainage easement on the Scenic Hills Golf Course Property. This easement area is currently under negotiations with Jehle-Halstead for a design to expand the easement and maintain/modify the existing drainage structures in the easement to handle the majority of the area runoff that is currently flowing across the ECUA construction site preventing them from stabilizing according to their Stormwater Pollution Prevention Plan Permit.

Colby Brown, PE
Engineer / Program Manager
Public Works Bureau
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034

Please take a brief moment and complete our online survey. Just click on the link below, then click the Engineering Division Customer Service Survey under the Public Works Bureau. Thanks

<http://www.myescambia.com/Bureaus/PublicInformation/Surveys.html>

From: Robin F. Lambert
Sent: Friday, October 15, 2010 10:57 AM
To: Colby S. Brown
Subject: FW: Greenbrier - ECUA Reimbursement

Hey Colby:

Joy thinks that this needs Board approval..can you help with the background?

Thanks
Robin

From: Joy D Blackmon
Sent: Friday, October 15, 2010 8:58 AM
To: Robin F. Lambert
Subject: RE: Greenbrier - ECUA Reimbursement

If we do not have an active partnering agreement... the BCC should approve.

This is a part of the Main Street plant relocation... the agreement we had with them was about resurfacing and work within our ROW. If it is no longer active, the BCC needs to approve a new one.

Joy

Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

From: Robin F. Lambert
Sent: Thursday, October 14, 2010 12:15 PM
To: Joy D Blackmon
Subject: FW: Greenbrier - ECUA Reimbursement

Hey Joy:

Left a message with Lisa...but do you think that this should go to the Board? I don't have anything official in writing from ECUA ...??

Thanks
Robin

From: Colby S. Brown
Sent: Wednesday, October 13, 2010 1:40 PM
To: Robin F. Lambert
Cc: Rich F. Andrews
Subject: RE: Greenbrier - ECUA Reimbursement

Robin
As I understand, this is to be paid to ECUA for reimbursement for the stabilization work that their contractor performed due to offsite runoff. What would be the best direction for this?

Colby Brown, PE
Engineer / Program Manager
Public Works Bureau
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034

From: Robin F. Lambert
Sent: Wednesday, October 13, 2010 11:50 AM
To: Colby S. Brown
Cc: Rich F. Andrews; Robin F. Lambert
Subject: RE: Greenbrier

Colby:

OK..I will start the Budget Amendment (Wes say to take from Muscogee)..

Can you get the work order and spreadsheet ready to go? Get signatures etc.

I should take about a week or less for this to post and then we can enter a requisition into the system.

Thanks..If you need anything else from me, let me know.

Robin

From: Colby S. Brown
Sent: Wednesday, October 13, 2010 10:41 AM
To: Robin F. Lambert
Cc: Rich F. Andrews
Subject: FW: Greenbrier

Robin

We need to make this happen as soon as we can.

Colby Brown, PE
Engineer / Program Manager
Public Works Bureau
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034

From: Joy D Blackmon
Sent: Wednesday, October 13, 2010 10:15 AM
To: Colby S. Brown
Subject: RE: Greenbrier

I concur with your assessment.
Please make it happen. I would be happy to approve it.

County pay \$45,612.35

thanks again!

Joy

Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)

850-595-3444 (fax)

From: Colby S. Brown
Sent: Wednesday, October 13, 2010 9:41 AM
To: Joy D Blackmon
Cc: Rich F. Andrews; Robin F. Lambert
Subject: RE: Greenbrier

Joy

I sent an email to you on 9-24-10 with the County cost est for the stabllization work and a couple questions, regarding items to be included in the cost est, for you to discuss with ECUA (email and cost est attached).

Our cost shows either \$41,512.35 or \$50,202.65 depending on what you thought about including the some questionable items (shown as Balance line items - Gulf Power Contractor - \$4,500 and 1st Stabilization effort - \$4,100) I recommend that the County pay \$45,612.35 which is the base amount of \$41,512.35 plus the 1st stabilization effort of \$4,100. Morgan contracting was requesting \$87,496.55.

Thus far we have \$226K to be reallocated for this project. There are no DB IV funds left. Therefore Robin says that she would need your approval to transfer LOST funds from another project to Greenbrier for the Stabilization efforts.

Colby Brown, PE
Engineer / Program Manager
Public Works Bureau
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com

(850) 595-3433

(850) 554-3034

Please take a brief moment and complete our online survey. Just click on the link below, then click the Engineering Division Customer Service Survey under the Public Works Bureau. Thanks
<http://www.myescambia.com/Bureaus/PublicInformation/Surveys.html>

From: Joy D Blackmon
Sent: Tuesday, October 12, 2010 9:36 AM
To: Colby S. Brown
Subject: Greenbrier

Please let me know where we are on payment to ECUA.

Joy

Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

Robin F. Lambert

From: Kristin D. Hual
Sent: Friday, October 29, 2010 4:02 PM
To: Robin F. Lambert
Cc: Colby S. Brown; Christina K. Schiro
Subject: RE: ECUA Reimbursement

Based on what I gathered from the documentation, I don't think an IA is necessary to document the payment to ECUA for the stabilization costs. Given the discretionary nature of making such a payment for reimbursement, I would advise taking a Recommendation to the Bd for approval before issuing payment.

From: Robin F. Lambert
Sent: Thursday, October 28, 2010 10:18 AM
To: Kristin D. Hual
Cc: Christina K. Schiro; Colby S. Brown; Robin F. Lambert
Subject: RE: ECUA Reimbursement

Hey Kristin:

Thanks for reviewing the packet of information so quickly. Anyway, I thought that since we have to pay ECUA that a Interlocal Agreement might be appropriate and then to the Board for approval.

If this is not the case, then I will go ahead and send them an invoice for payment.

Thanks for your help.

Robin

Robin Lambert
Accountant
Escambia County Public Works Bureau
Engineering/Infrastructure Division
3363 West Park Place
Pensacola, FL 32505
Phone 850-595-3412
Fax 850-595-3444

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Kristin D. Hual
Sent: Thursday, October 28, 2010 10:11 AM
To: Colby S. Brown; Robin F. Lambert
Cc: Christina K. Schiro
Subject: ECUA Reimbursement

I was just reviewing the packet submitted to legal concerning the ECUA reimbursement, and I'm not certain there is anything that requires legal approval. Unless the Chairman needs to sign something in order to authorize payment, only the Board needs to approve the recommendation for reimbursement.

Please let me know if I missed something.

Thank you-

K

Robin F. Lambert

From: Colby S. Brown
Sent: Friday, October 29, 2010 10:32 AM
To: Robin F. Lambert
Cc: Kristin D. Hual; Rich F. Andrews; Joy D Blackmon
Subject: RE: ECUA Reimbursement

Robin

To answer Kristin's questions: No ECUA has not requested a formal agreement and we do not anticipate paying them for any stabilization efforts in the future.

Colby Brown, PE
Engineer / Program Manager
Public Works Bureau
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034

From: Robin F. Lambert
Sent: Friday, October 29, 2010 10:27 AM
To: Colby S. Brown
Subject: FW: ECUA Reimbursement

From: Kristin D. Hual
Sent: Friday, October 29, 2010 10:25 AM
To: Robin F. Lambert
Cc: Christina K. Schiro
Subject: RE: ECUA Reimbursement

While the amount is under 50K, Board approval may be appropriate under the circumstances but an Interlocal isn't a necessity. Has ECUA suggested executing a formal agreement. Is there some concern they may seek additional money in the future for other stabilization work?

From: Robin F. Lambert
Sent: Thursday, October 28, 2010 10:18 AM
To: Kristin D. Hual
Cc: Christina K. Schiro; Colby S. Brown; Robin F. Lambert
Subject: RE: ECUA Reimbursement

Hey Kristin:

Thanks for reviewing the packet of information so quickly. Anyway, I thought that since we have to pay ECUA that a Interlocal Agreement might be appropriate and then to the Board for approval.

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Thank you-

K

thanks again!

Joy

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Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

From: Colby S. Brown
Sent: Wednesday, October 13, 2010 9:41 AM
To: Joy D Blackmon
Cc: Rich F. Andrews; Robin F. Lambert
Subject: RE: Greenbrier

Joy

I sent an email to you on 9-24-10 with the County cost est for the stabilization work and a couple questions, regarding items to be included in the cost est, for you to discuss with ECUA (email and cost est attached).

Our cost shows either \$41,512.35 or \$50,202.65 depending on what you thought about including the some questionable items (shown as Balance line Items - Gulf Power Contractor - \$4,500 and 1st Stabilization effort - \$4,100) I recommend that the County pay \$45,612.35 which is the base amount of \$41,512.35 plus the 1st stabilization effort of \$4,100. Morgan contracting was requesting \$87,496.55.

Thus far we have \$226K to be reallocated for this project. There are no DB IV funds left. Therefore Robin says that she would need your approval to transfer LOST funds from another project to Greenbrier for the Stabilization efforts.

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<http://www.myescambia.com/Bureaus/PublicInformation/Surveys.html>

From: Joy D Blackmon
Sent: Tuesday, October 12, 2010 9:36 AM
To: Colby S. Brown
Subject: Greenbrier

Please let me know where we are on payment to ECUA.

Joy

(850) 595-3433
(850) 554-3034

From: Robin F. Lambert
Sent: Wednesday, October 13, 2010 11:50 AM
To: Colby S. Brown
Cc: Rich F. Andrews; Robin F. Lambert
Subject: RE: Greenbrier

Colby:

OK..I will start the Budget Amendment (Wes say to take from Muscogee)..

Can you get the work order and spreadsheet ready to go? Get signatures etc.

I should take about a week or less for this to post and then we can enter a requisition into the system.

Thanks..If you need anything else from me, let me know.

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From: Joy D Blackmon
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To: Colby S. Brown
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I concur with your assessment.
Please make it happen. I would be happy to approve it.

County pay \$45,612.35

Robin F. Lambert

From: Joy D Blackmon
Sent: Friday, October 15, 2010 8:58 AM
To: Robin F. Lambert
Subject: RE: Greenbrier - ECUA Reimbursement

If we do not have an active partnering agreement... the BCC should approve.
This is a part of the Main Street plant relocation... the agreement we had with them was about resurfacing and work within our ROW. If it is no longer active, the BCC needs to approve a new one.

Joy

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Interim Assistant County Administrator
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850-595-3444 (fax)

From: Robin F. Lambert
Sent: Thursday, October 14, 2010 12:15 PM
To: Joy D Blackmon
Subject: FW: Greenbrier - ECUA Reimbursement

Hey Joy:

Left a message with Lisa...but do you think that this should go to the Board? I don't have anything official in writing from ECUA ...??

Thanks
Robin

From: Colby S. Brown
Sent: Wednesday, October 13, 2010 1:40 PM
To: Robin F. Lambert
Cc: Rich F. Andrews
Subject: RE: Greenbrier - ECUA Reimbursement

Robin

As I understand, this is to be paid to ECUA for reimbursement for the stabilization work that their contractor performed due to offsite runoff. What would be the best direction for this?

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Subject: RE: Greenbrier

Colby:

Robin F. Lambert

From: Colby S. Brown
Sent: Friday, October 15, 2010 11:15 AM
To: Robin F. Lambert
Subject: RE: Greenbrier - ECUA Reimbursement BCC Rec Background

Robin

Let me know if you find anything with the Main St relocation, if not try this for background:

During the construction of the ECUA Transmission line project with Morgan Contractors significant erosion across the construction site was exacerbated, in part, by stormwater runoff from a County drainage easement on the Scenic Hills Golf Course Property. This easement area is currently under negotiations with Jehle-Halstead for a design to expand the easement and maintain/modify the existing drainage structures in the easement to handle the majority of the area runoff that is currently flowing across the ECUA construction site preventing them from stabilizing according to their Stormwater Pollution Prevention Plan Permit.

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Sent: Friday, October 15, 2010 10:57 AM
To: Colby S. Brown
Subject: FW: Greenbrier - ECUA Reimbursement

Hey Colby:

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Thanks
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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: ECUA Reimbursement - Greenbrier

Date: 10/26/2010

Date due for placement on agenda: 12/09/2010

Requested by Robin Lambert/Colby Brown - Public Works

Phone Number: 595-3412 and 595-3433

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by _____

Date Received: _____

_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Colby S. Brown

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49K
MUSCOGEE
09/10/15
[Signature]

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Robin F. Lambert

From: Colby S. Brown
Sent: Wednesday, October 13, 2010 9:42 AM
To: Joy D Blackmon
Cc: Rich F. Andrews; Robin F. Lambert
Subject: RE: Greenbrier
Attachments: RE: Greenbrier Temp Work Cost Est and other issues; Erosion Cost Est.xlsx

Joy

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Robin F. Lambert

From: Colby S. Brown
Sent: Friday, September 24, 2010 9:14 AM
To: Joy D Blackmon
Cc: Rich F. Andrews; Larry W. Goodwin; Rick S. Colocado; Don Jehle (djehle@jehle-halstead.com)
Subject: RE: Greenbriar Temp Work Cost Est and other issues
Attachments: Erosion Cost Est.xlsx

Joy

Please find the Temp. Stabilization Cost Est attached. Also, notice the Balanced Line Items. You may or may not want to include these items.

Real Estate is currently working on the Title Search which will have a 3 wk to 1 mo time frame, according to contract. We will then approach the golf course with easement documents. I am presuming that you are wanting to get the easement to encumber the whole drainage system from the Villas parking lot north to Greenbrier. This was the direction that I gave Don for scope and real estate for acquisition.

I met with Don on site yesterday and he is working up a scope for next week with negotiations to follow.

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From: Joy D Blackmon
Sent: Monday, September 20, 2010 2:15 PM
To: Colby S. Brown
Cc: Rebecca Peterson; Larry W. Goodwin; KEITH T. WILKINS
Subject: Greenbriar

Colby,
I spoke to Rebecca this morning. I explained to her that I would request payment in part for the emergency repairs that Loren made on the south side of Greenbriar. I have not given her a final number for payment.

I am also asking that you get with Larry Goodwin and work to obtain the property (by donation or easement) for the outfall. Concurrently, please ask JHE to give us a quote to design the repair to the outfall.

I told Rebecca that Keith's folks will meet with UWF this week to discuss the challenges on the North side of Greenbriar.

This is priority ONE for all of us.

thanks,
Joy

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Hey Colby:

I can't transfer DB monies from one basin to another – it's a Florida statute thing.

Right now I have very little basin monies until the fund balance rolls in January.

Can we use LOST funds for this? Maybe we should sit down and talk.

Robin

From: Colby S. Brown
Sent: Tuesday, October 12, 2010 4:07 PM
To: Robin F. Lambert
Cc: Rich F. Andrews
Subject: FW: Greenbriar

Robin

I need to know if we can get \$50K from another DB in District 5 transferred to DB VI. This will be for some reimbursement to ECUA for stabilization issues on a project of theirs.

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Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420

Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

PD07-08.134 General Paving and Drainage Pricing Agreement
Valid From October 1, 2008 to September 30, 2010

Section Number General Drainage and Paving

Quantity Units

Contractor Name		Contractor Name		Contractor Name	
Panhandle G & P		Roads, Inc of NW FI		Utility Serv Co, Inc	
Unit Price	Est Cost	Unit Price	Est Cost	Unit Price	Est Cost

Performance Bond Section 0001-

0001-	1001	Performance Bond	1.00	Per \$1000	\$12.00	0.00	\$10.50	0.00	\$11.00	0.00
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Mobilization Section 00010

Mobilization Section 00010-1000

00010-	1002	Mobilization 18 - 30 Miles	2	EA	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00
00010-	1007	48" HDPE Pipe, 4:1 Slope	65	EA LF	\$91.81	\$5,967.65	\$77.00	\$4,235.00	\$89.14	\$4,992.70
00020-	1001	Earthwork Excavation by machine	200	CY	\$5.00	\$1,000.00	\$3.90	\$780.00	\$5.62	\$1,124.00
00020-	1002	Earthwork Excavation by hand	200	CY	\$18.60	\$3,720.00	\$25.00	\$5,000.00	\$18.63	\$3,726.00
00020-	1003	Earthwork Fill (sand-clay build up)	352	CY	\$6.75	\$2,443.50	\$6.25	\$2,282.50	\$7.51	\$2,718.62
00020-	1004	Earthwork Establishing Grade	555	SY	\$0.85	\$471.75	\$0.75	\$416.25	\$0.89	\$493.95
00020-	1005	Misc Fine Grading	555	SY	\$1.00	\$555.00	\$0.75	\$416.25	\$1.21	\$671.55
00020-	1006	Seed & Mulch Road & Shoulders	1722	SY	\$0.62	\$1,067.64	\$0.50	\$861.00	\$0.68	\$1,119.30
00040-	1003	Stone Rip Repair/Glaco (12" min. depth)	185	CY	\$95.00	\$17,675.00	\$95.00	\$15,725.00	\$100.00	\$18,500.00
00040-	1019	Erosion Control Blanket, Type E-6, FDOT Index 189	555	SY	\$4.25	\$2,358.75	\$7.00	\$3,885.00	\$4.48	\$2,478.30
00040-	1023	5ft Fence Type IV, over 500ft	600	LF	\$4.15	\$2,075.00	\$4.00	\$2,000.00	\$4.38	\$2,160.00
00040-	1026	Baled Hay or Straw	200	EA	\$10.00	\$2,000.00	\$7.50	\$1,500.00	\$10.50	\$2,100.00

Sub Totals					\$41,318.19	\$41,081.00	\$47,191.42
Performance and Payment Bond (Required for projects over \$25,000.00)					\$485.79	\$431.35	\$519.11
Sub Totals							
Grand Totals					\$41,811.98	\$41,512.35	\$47,710.53

Balance of Line		Qty	Units						
Gulf Power Contractor		1		\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
1st stabilization effort		1		\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unbids for additional Line 1218-1224				\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00	\$8,600.00
Additional Performance and Payment Bond		1		\$103.20	\$90.30	\$90.30	\$94.60	\$94.60	\$94.60
Revised Grand Total with BOL					\$50,515.18	\$50,202.65	\$56,405.13		

Request Number**Date Rec.**

Data Forward

Approved

Disapproved

[Signature]

Amount

Project Number**Cost Center****Account Code**

Amount

09EN0115

210107

56301

48,000

Total

\$48,000

Amount

Account Title**Project Number****Cost Center****Account Code**

Amount

Greenbrier

11EN0955

210107

55301

48,000

Total

\$48,000

Public Works - Engineering/Infrastructure BA 2011012

OMB Analyst

Budget Manager

Bureau Chief

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: ECUA Reimbursement - Greenbrier

Date: 10/26/2010

Date due for placement on agenda: 12/09/2010

Requested by Robin Lambert/Colby Brown - Public Works

Phone Number: 595-3412 and 595-3433

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by

Kristin Hual

Date Received:

10/27/10

____ Approved as to form and legal sufficiency.

____ Not approved.

____ Make subject to legal signoff.

Additional comments:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5523

County Attorney's Report 14. 1.

BCC Regular Meeting

Action

Meeting Date: 01/16/2014

Issue: Settlement of the Case of Cecil Eldreth v. Escambia County, FL; Case No. 2012 CA 003117, Escambia County Circuit Court

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of the Case of Eldreth v. Escambia County, FL, Case No. 2012 CA 003117, Escambia County Circuit Court.

That the Board take the following action:

A. Approve payment in the sum of \$60,000 to Cecil Eldreth in final settlement of the case styled Eldreth v. Escambia County, FL, Case No. 2012 CA 003117, Escambia County Circuit Court; and

B. Authorize the County Attorney's Office to accept a General Release and Hold Harmless Agreement executed by Cecil Eldreth; and

C. Authorize the County Attorney's Office to execute a Stipulation for Dismissal with Prejudice upon receipt of the executed General Release and Hold Harmless Agreement.

BACKGROUND:

Cecil Eldreth was an inmate at the Escambia County Road Prison on August 7, 2009. As part of an inmate work crew, he was assigned to picking up debris and junk relating to code enforcement activities. His crew was supervised by former Road Correction Officer Paul Roberts. The crew truck used to transport inmates and carry debris had a tailgate which dropped down from the bed and was secured by chains to the side of the bed. At the Citizens Convenience Center located at Perdido Landfill, RCO Roberts directed Mr. Eldreth and another inmate to move a console TV from the bed of the truck and dispose of it in one of the bins.

According to the policies of the Road Prison, a RCO has the responsibility for the care, custody, and control of inmates whom he or she is supervising. RCO Roberts was to insure that the chains on the tailgate of the truck were in place for the safety for his inmates crews. There is conflicting testimony as to whether RCO Roberts adequately discharged his duties and ensured the safety of the inmates he was suppose to supervise. RCO Roberts testified in his deposition that he did not use tailgates on the trucks because the welds holding the chains in place were not strong enough and had instructed his crew not to use the tailgate. If this were the case, RCO Roberts should have observed the inmates to determine how they were using the tailgate.

RCO Roberts has since left the employment of the County and was not a cooperative witness during his deposition.

During the course of moving the TV onto the tailgate of the truck secured by the chains, the chains broke, and Mr. Eldreth fell about four feet onto the left side of his body with his left shoulder striking the pavement first. He suffered a fracture of the left humerus, the upper bone of the arm near the shoulder joint. He was x-rayed and a sling applied while he recuperated in the jail infirmary. Once Mr. Eldreth was released from jail on September 8, 2009, he saw Dr. Turnage, his treating orthopedic surgeon, on September 15. Dr. Turnage found significant displacement of the fracture site and that fusion had not taken place appropriately. Dr. Turnage also diagnosed a left rotator cuff tear which required repair. Dr. Turnage re-broke the fracture and placed eight screws and a plate to fuse it together. At the end of five months of physical therapy treatment in January 2010, Dr. Turnage felt that Mr. Eldreth had a good range of motion to his left shoulder. However, if one applies Guides to the Evaluation of Physical Impairment, Mr. Eldreth would be left with a permanent impairment.

Since discharge from the care of Dr. Turnage, Mr. Eldreth has worked as a handyman and pressure washer, but has returned to the Escambia County Community Clinic in 2012 and 2013 seeking relief for pain. He was prescribed pain medication and anti-inflammatory medicines. He also complained to the clinic about increased right arm pain from overuse due to guarding of the left shoulder.

Mr. Eldreth continues to have responsibility for payment of the hospital bill for surgery to re-break and reset his arm and repair the rotator cuff for approximately \$28,000, which will be deducted from the settlement by Sacred Heart Hospital. A review of a survey of jury verdicts dealing with fracture of an arm and a torn rotator cuff in the last several years throughout Florida show verdicts ranging from a low of \$12,000 to a high of approximately \$200,000. This settlement falls within the low range of these verdicts due to the permanent impairment and continuing pain suffered by Mr. Eldreth. An additional factor to be considered in approving this settlement is that the County admitted negligence in failing to properly supervise the activities of the inmates and to take reasonable precautions to insure that the chains or welds were securely in place at the time that the tailgate was lowered and used. Thus, the County would have no defense as to liability, but would only be contesting the amount of damages to be awarded by the jury.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Charles Peppler, Deputy County Attorney, negotiated the settlement and reviewed the General Release and Hold Harmless Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5531

County Attorney's Report 14. 2.

BCC Regular Meeting

Action

Meeting Date: 01/16/2014

Issue: Schedule a Public Hearing to Consider Adoption of a New Natural Gas Franchise Ordinance for the Town of Century, Florida

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on February 6, 2014, at 5:31 p.m., to Consider Adoption of a New Natural Gas Franchise Ordinance for the Town of Century, Florida.

That the Board authorize scheduling a Public Hearing on February 6, 2014, at 5:31 p.m. to consider adoption of a new natural gas franchise ordinance for the Town of Century, Florida.

BACKGROUND:

In 1968, the Escambia County Board of County Commissioners granted the Town of Century (then known as the Town of South Flomaton) a franchise to provide natural gas services to citizens located within a limited portion of unincorporated area located in northern Escambia County. The Town is now considering significantly upgrading its capacity for servicing residents and businesses located in this franchise area. The present franchise expires in five years. Rather than extending the current franchise agreement, the Town is requesting the Board to adopt a new franchise ordinance that provides it with the same rights and responsibilities, including payment of franchise fees, as those franchises that the Board recently conferred on the Cities of Gulf Breeze and Pensacola. This new franchise would not extend beyond that franchise area previously designated in the 1968 franchise grant.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5601

County Attorney's Report 14. 3.

BCC Regular Meeting

Action

Meeting Date: 01/16/2014

Issue: Resolution Supporting Funding for Replanting Along the I-10/Scenic Highway Interchange

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Supporting Funding for Replanting Along the I-10 (SR 8)/ Scenic Highway (US 90) Interchange.

That the Board adopt and authorize the Chairman to execute the Resolution supporting the funding for the replanting of mature native flora and vegetation, relandscaping, and beautification of the I-10 (SR 8)/ Scenic Highway (US 90).

BACKGROUND:

The I-10 (SR 8)/ Scenic Highway (US 90) interchange is the primary gateway for thousands entering Escambia County each day. Rich in history, Scenic Highway was designated the first "Scenic Highway" in the State of Florida. This 11 mile corridor, which traverses the I-10/Scenic Highway interchange, is lined with majestic live oak trees and provides awe inspiring views of Escambia Bay. The preservation of mature native flora and vegetation found within this corridor is essential for the community as a symbol of its rich history and diverse natural resources.

As part of a three year project, the Florida Department of Transportation (FDOT) has allocated an estimated 43 million dollars to widen portions of I-10 between Davis Highway and Scenic Highway, which will include reconstructing access ramps, storm walls, and two storm water retention ponds at the I-10/Scenic Highway interchange. In order to accommodate the ongoing construction, the FDOT removed a large stand of mature live oaks and vegetation located in the vicinity of the I-10/Scenic Highway interchange. The FDOT should provide sufficient funding for the replanting of such mature native flora and vegetation located in the vicinity of the I-10/Scenic Highway interchange that was removed as part of the FDOT's ongoing construction project.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was reviewed and approved by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Clerk shall forward a copy of this Resolution to Representatives Clay Ingram, Walter Bryan Hill, and Will Weatherford; Senators Greg Evers and Don Gaetz; Ananth Prasad, P.E., Secretary Of Transportation, FDOT; and James T. Barfield, P.E, District Three Secretary, FDOT.

Attachments

Resolution

RESOLUTION NUMBER R2014 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING FUNDING FOR REPLANTING ALONG THE I-10/SCENIC HIGHWAY INTERCHANGE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the I-10 (SR 8)/ Scenic Highway (US 90) interchange is the primary gateway for thousands entering Escambia County each day; and

WHEREAS, rich in history, Scenic Highway was designated the first "Scenic Highway" in the State of Florida; and

WHEREAS, this 11 mile corridor, which traverses the I-10/Scenic Highway interchange, is lined with majestic live oak trees and provides awe inspiring views of Escambia Bay; and

WHEREAS, as part of a three year project, the Florida Department of Transportation (FDOT) has allocated an estimated 43 million dollars to widen portions of I-10 between Davis Highway and Scenic Highway, which will include reconstructing access ramps, storm walls and two storm water retention ponds at the I-10/Scenic Highway interchange; and

WHEREAS, in order to accommodate the ongoing construction, the FDOT removed a large stand of mature live oaks and vegetation located in the vicinity of the I-10/Scenic Highway interchange; and

WHEREAS, the preservation of mature native flora and vegetation found within this corridor is essential for the community as a symbol of its rich history and diverse natural resources; and

WHEREAS, the FDOT should provide sufficient funding for the replanting of such mature native flora and vegetation located in the vicinity of the I-10/Scenic Highway interchange that was removed as part of the FDOT's ongoing construction project.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby requests that the FDOT provide sufficient funding for replanting mature native flora and vegetation located in the vicinity of the I-10/Scenic Highway interchange that was removed as part of the FDOT's ongoing construction project. Additionally, the Board requests that the FDOT coordinate and consult with

Escambia County for the design and implementation of a landscaping plan to assure local citizens that this interchange will again be a "scenic" gateway to Escambia County.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

SECTION 4. That the Clerk shall forward a copy of this Resolution to Representatives Clay Ingram, Walter Bryan Hill, and Will Weatherford; Senators Greg Evers and Don Gaetz; Ananth Prasad, P.E., Secretary Of Transportation, FDOT; and James T. Barfield, P.E, District Three Secretary, FDOT.

ADOPTED this ____ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____
Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5557

County Attorney's Report 14. 1.

BCC Regular Meeting

Information

Meeting Date: 01/16/2014

Issue: Thomas v. ConocoPhillips, Inc. Class Action Settlement

From: Stephen West, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Thomas v. ConocoPhillips, Inc.* Class Action Settlement

That the Board accept the following information:

The County has received \$21,176.42 in proceeds from the Thomas v. ConocoPhillips, Inc. Class Action Lawsuit.

BACKGROUND:

The plaintiffs brought a class action lawsuit to recover property damages allegedly arising from environmental contamination associated with the industrial facilities owned and operated by the defendants. The parties reached a \$9.5 million settlement, and the owners of properties in the affected area were entitled to participate in the settlement. The County owns fifteen parcels within the affected area.

On July 11, 2013, the Board authorized the Chairman to execute the Proof of Claim and Release forms for the various County properties.

BUDGETARY IMPACT:

The proceeds have been deposited into the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
