

AGENDA  
ESCAMBIA COUNTY PLANNING BOARD  
May 6, 2014–8:35 a.m.  
Escambia County Central Office Complex  
3363 West Park Place, Room 104

1. Call to Order.
2. Proof of Publication.
3. Approval of Minutes.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the April 1, 2014 Planning Board Meeting.

B. Planning Board Monthly Action Follow-up Report for April 2014.

C. Planning Board 6-Month Outlook for May 6, 2014.

4. Public Hearings.

- A. LDC Ordinance Article 13.11.00, "Swimming Pools"

A Public Hearing Concerning the Review of an Ordinance Amending Article 13.11.00

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) Article 13.11.00, "Swimming Pools".

The Santa Rosa Island Authority Board has reviewed the Ordinance at their July 10, 2013 meeting and has recommended it to the Planning Board and Board of County Commissioners for review and adoption.

- B. Minimum Lot Size and Distance Standards for Stables

A Public Hearing Concerning the Review of an Ordinance Amending Article 6

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) Article 6, amending the Conditional Use standards for stables to

provide for consistency.

C. Amendments to Development Agreement for UWF Campus Master Plan

That the Planning Board review amendments to the Development Agreement for UWF Campus Master Plan and recommend that the Board of County Commissioners approve the amendments.

5. Action/Discussion/Info Items.

A. Cinerators as an Accessory Use, presentation by Juan Lemos

Staff to present an Ordinance modifying multiple definitions in Articles 3, 6, and 11 of the Land Development Code, and establishing permitted and conditional use criteria for activities related to funeral, cemetery and consumer services throughout the County.

B. Land Development Code Rewrite

Continuation of Land Development Code Review.

6. Public Forum.

7. Director's Review.

8. County Attorney's Report.

9. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for Tuesday, **June 3, 2014 at 8:35 a.m.**, in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

10. Announcements/Communications.

11. Adjournment.



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**Planning Board-Regular**  
**Meeting Date: 05/06/2014**

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**3.**

**Agenda Item:**

- A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the April 1, 2014 Planning Board Meeting.
- B. Planning Board Monthly Action Follow-up Report for April 2014.
- C. Planning Board 6-Month Outlook for May 6, 2014.
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**Attachments**

Quasi-Judicial Resume  
Regular Meeting Resume  
Monthly Action Follow-Up  
6 Month Outlook

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# DRAFT

## RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD QUASI-JUDICIAL REZONING

April 1, 2014

**CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(8:30 A.M. – 10:50 A.M.)**

Present: Wayne Briske, Chairman  
Tim Tate, Vice Chairman  
David Luther Woodward  
Dorothy Davis  
Robert V. Goodloe  
Alvin Wingate  
Patty Hightower, School Board (Non-Voting)  
Stephanie Oram, Navy (Non-Voting)

Absent: Karen Sindel

Staff Present: Ryan Ross, Assistant County Attorney  
Horace Jones, Interim Director, Development Services  
Andrew Holmer, Senior. Planner, Planning & Zoning  
Juan Lemos, Senior Planner, Planning & Zoning  
Allyson Cain, Urban Planner, Planning & Zoning  
John Fisher, Urban Planner, Planning & Zoning  
Denise Halstead, Sr Office Assistant  
Temeka Mallory, Sr. Office Assistant  
Debbie Lockhart, Administrative Assistant

1. Call to Order at 8:30 a.m.
2. Invocation and Pledge of Allegiance were given by Mr. Alvin Wingate.
3. Proof of Publication was given by Board Clerk.

Motion by Dorothy Davis, Seconded by David Luther Woodward  
Motion was made to accept staff findings and waive the reading of the legal advertisement.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

4. Quasi-judicial Process Explanation.
5. Public Hearings.
  - A. Z-2014-06  
Applicant: Wiley C. "Buddy" Page, Agent  
for Bear Marcus Pointe, LLC.,  
Owner  
Address: 6521 Rambler Terrace  
From: R-5, Urban  
Residential/Limited Office  
District, (cumulative) High  
Density, (20 du/acre)  
To: ID-1, Light Industrial District  
(cumulative) (No Residential  
Uses Allowed)

Alvin Wingate acknowledged visiting the site.

No planning board member acknowledged any ex parte communication regarding this item.

No planning board member refrained from voting on this matter due to any conflict of interest

Motion by David Luther Woodward, Seconded by Dorothy Davis  
Motion was made to recommend that Mr. Buddy Page be treated as an expert witness.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

Motion by David Luther Woodward, Seconded by Robert V. Goodloe  
Motion was made to accept Bauspies Exhibit 1 plat map.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

Motion by Robert V. Goodloe, Seconded by David Luther Woodward  
Motion was made to adopt Staff's findings of fact and recommend approval to the BCC.

**Vote:** 5 - 1 Approved

Voted No: Alvin Wingate

Other: Karen Sindel (ABSENT)

B. Z-2014-07

Applicant: Wiley C. "Buddy" Page, Agent  
for Richard and Vickie Beck,  
Owners

Address: 1100 N Blue Angel Parkway

From: R-3 One-Family and  
Two-Family District,  
(cumulative) Medium  
Density(10 du/acre); SDD,  
Special Development District,  
(noncumulative) Low Density  
(3 du/acre)

To: C-2NA General Commercial  
and Light Manufacturing  
District, (cumulative)Bars,  
Nightclubs, and Adult  
Entertainment are Prohibited  
Uses (25 du/acre)

Alvin Wingate and Robert V. Goodloe acknowledged visiting the site.

No planning board member acknowledged any ex parte communication regarding this item.

No planning board member refrained from voting on this matter due to any conflict of interest.

Motion by Alvin Wingate, Seconded by Robert V. Goodloe  
Motion was made to approve the rezoning request to C2NA and disagree with staff findings as follows: Agree with Criterion 1,2, 4 & 5 and disagree with Criterion 3 the request to C2NA is consistent with surrounding uses and Criterion 6 the use has been there and is compatible with the development patterns in the area.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

6. Adjournment at 10:50 a.m.

# DRAFT

## RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD REGULAR MEETING

April 1, 2014

**CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(10:54 A.M. – 12:54 P.M.)**

Present: Wayne Briske, Chairman  
Tim Tate, Vice Chairman  
David Luther Woodward  
Dorothy Davis  
Robert V. Goodloe  
Alvin Wingate  
Patty Hightower, School Board (Non-Voting)  
Stephanie Oram, Navy (Non-Voting)

Absent: Karen Sindel

Staff Present: Ryan Ross, Assistant County Attorney  
Horace Jones, Interim Director, Development Services  
Andrew Holmer, Senior Planner, Planning & Zoning  
Juan Lemos, Senior Planner, Planning & Zoning  
Allyson Cain, Urban Planner, Planning & Zoning  
John Fisher, Urban Planner, Planning & Zoning  
Denise Halstead, Sr Office Assistant  
Temeka Mallory, Sr. Office Assistant  
Debbie Lockhart, Administrative Assistant

1. Meeting Call to Order at 10:54 a.m.
2. Proof of Publication was given by Staff.
3. Approval of Minutes.

Motion by David Luther Woodward, Seconded by Dorothy Davis  
Motion was made to approve the minutes from the March 4, 2014 Planning Board meeting.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

4. Public Hearings.

A. LSA-2014-02

Motion by David Luther Woodward, Seconded by Dorothy Davis  
Motion was made to recommend approval to the BCC and Transmittal to DEO as presented.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

B. Five-Year-Schedule of Capital Improvements

Motion by Tim Tate, Seconded by David Luther Woodward  
Motion was made to recommend approval to the BCC.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

5. Action/Discussion/Info Items.

A. Front Yard Fence Height, presentation by Andrew Holmer.

Planning Board recommended that staff do more research.

B. Cinerators as an Accessory Use, presentation by Juan Lemos  
Staff presented an Ordinance addressing cinerators in C-2. Staff was directed to bring more detailed information on the location, zoning and conditions of use throughout all of the existing zoning districts for the Planning Board

Motion by Alvin Wingate, Seconded by Robert V. Goodloe  
The Board recommended that Staff bring a draft ordinance proposing C2.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

C. Planning Board Interpretation, presentation by Andrew Holmer. Are farm animals allowed with private stables approved as an conditional use?

Motion by Tim Tate, Seconded by David Luther Woodward  
Motion was made that a horse is allowed with a permitted stable.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)



- D. Land Development Code - Chapter 2 Question and Answer Continue review from March 18th Planning Board Workshop of Chapter 2.

LDC- Deferred to April 8, 2014 workshop.

6. Public Forum.
7. Director's Review.
8. County Attorney's Report.
9. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Tuesday, May 6, 2014 at 8:35 a.m.** , in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

10. Announcements/Communications.
11. Adjournment at 12:54 p.m.



# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA, FLORIDA 32505  
PHONE: 850-595-3475  
FAX: 850-595-3481  
www.myescambia.com

## **Memorandum**

**TO:** Planning Board  
**FROM:** Temeka Mallory, Board Clerk  
**DATE:** April 25, 2014  
**RE:** Monthly Action Follow-Up Report for April 2014

Following is a status report of Planning Board (PB) agenda items for the prior month of **April**. Some items include information from previous months in cases where final disposition has not yet been determined. Post-monthly actions are included (when known) as of report preparation date. Items are listed in chronological order, beginning with the PB initial hearing on the topic.

## **PROJECTS, PLANS, & PROGRAMS**

## **COMMITTEES & WORKING GROUP MEETINGS**

## **COMPREHENSIVE PLAN AMENDMENTS**

- **Text Amendments:**

- **CPA-2014-01 Comprehensive Plan 2030**

- 1/7/14 PB recommended transmittal to BCC
    - 1/16/14 BCC approved transmittal to DEO
    - 2/21/14 Received notice from DEO-No Comments
    - 4/29/14 BCC Meeting

- **CIP Annual Report**

- 4/1/14 PB recommended approval
    - 4/29/14 BCC Meeting

- **Map Amendments:**

- **SSA-2014-01 (Kemp Rd)**

- 3/4/14 PB recommended approval
    - 4/29/14 BCC Meeting

- **LSA-2014-01 (Stone Blvd)**

- 3/4/14 PB recommended transmittal to BCC
    - 4/3/14 BCC approved transmittal to DEO

**LSA-2014-02 (Isaacs Ln)**

4/1/14 PB recommended approval

4/29/14 BCC Meeting

**LAND DEVELOPMENT CODE ORDINANCES**

**REZONING CASES**

1. **Rezoning Case Z-2014-05**  
3/4/14 PB recommended approval  
4/29/14 BCC Meeting
  
2. **Rezoning Case Z-2014-06**  
4/1/14 PB recommended approval  
4/29/14 BCC Meeting
  
3. **Rezoning Case Z-2014-07**  
4/1/14 PB recommended approval  
4/29/14 BCC Meeting

# PLANNING BOARD MONTHLY SCHEDULE SIX MONTH OUTLOOK FOR May 2014

(Revised 04/2/14)

A.H. = Adoption Hearing      T.H. = Transmittal Hearing      P.H. = Public Hearing

\* Indicates topic/date is estimated—subject to staff availability for project completion and/or citizen liaison

Meeting Date	LDC Changes and/or Public Hearings	Comprehensive Plan Amendments	Rezoning	Reports, Discussion and/or Action Items
<b>Tuesday, May 6, 2014</b>	<ul style="list-style-type: none"> <li>• Swimming Pools (SRIA)</li> <li>• Horse Stables</li> <li>• UWF Dev Agreement</li> </ul>		<ul style="list-style-type: none"> <li>• Z-2014-08</li> </ul>	<ul style="list-style-type: none"> <li>• Allow Cinerator in C-2</li> <li>• Continue LDC Review</li> </ul>
<b>Tuesday, May 13, 2014</b>				<ul style="list-style-type: none"> <li>• Planning Board Workshop- Continue Chapter 3</li> </ul>
<b>Tuesday, June 3, 2014</b>				<ul style="list-style-type: none"> <li>• Continue LDC Review</li> </ul>
<b>Tuesday, July 1, 2014</b>				
<b>Tuesday, August 5, 2014</b>				
<b>Tuesday, September 2, 2014</b>				
<b>Tuesday, October 7, 2014</b>				

Disclaimer: This document is provided for informational purposes only. Schedule is subject to change. Verify all topics on the current meeting agenda one week prior to the meeting date.



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

**Planning Board-Regular**

**4. A.**

**Meeting Date:** 05/06/2014

**Issue:** LDC Ordinance Article 13.11.00, "Swimming Pools"

**From:** Paolo Ghio, Development Services Director, SRIA

**Organization:** Santa Rosa Island Authority

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**RECOMMENDATION:**

A Public Hearing Concerning the Review of an Ordinance Amending Article 13.11.00

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) Article 13.11.00, "Swimming Pools".

The Santa Rosa Island Authority Board has reviewed the Ordinance at their July 10, 2013 meeting and has recommended it to the Planning Board and Board of County Commissioners for review and adoption.

**BACKGROUND:**

The Santa Rosa Island Authority Board approved amending Article 13, Section 13.11.00.A. of the Escambia County Code of Ordinances and add language to require only the approval of the Santa Rosa Island Authority Board for a variance or encroachment into the setbacks for a swimming pool on Pensacola Beach.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

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

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

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**Attachments**

Draft Ordinance 1B

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 13, Section 13.11 - Swimming Design & Construction

Date: 4/9/2014


Date requested back by: 4/9/2014

Requested by: Michael Stebbins, Attorney for the SRIA

Phone Number: 434-9922



(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Assistant County Attorney 

Date Received: 4/9/2014

       Approved as to form and legal sufficiency.

       Not approved.

       Make subject to legal signoff.

Additional comments:

Approved the attached Draft 1B.

ORDINANCE NUMBER 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, AS AMENDED; AMENDING ARTICLE 13 SECTION 13.11.00.A. DEALING WITH THE DESIGN CONSTRUCTION AND APPROVAL OF SWIMMING POOLS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Land under the jurisdiction of the Santa Rosa Island Authority is unique to Escambia County, the State of Florida and the United States of America. All property within this jurisdiction is owned by Escambia County and the Santa Rosa Island Authority is charged with the stewardship of the Island to protect the public interest of the citizens of Escambia County; and,

WHEREAS, this unique requirement for stewardship of public property requires that the Santa Rosa Island Authority take great care in its protection of this asset; and

WHEREAS, the Santa Rosa Island Authority unanimously recommended to the Board of County Commissioners on July 10, 2013 to amend Section 13.11.00 A. of Article 13 of the Escambia County Code of Ordinances and add language to require only the approval of the Santa Rosa Island Authority Board for a variance or encroachment into the setbacks for a swimming pool on Pensacola Beach.

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 13, Section 13.11.00 A., is hereby amended as follows (words underlined are additions and words stricken are deletions):

13.11.00 Swimming pools.

A. General. Design and construction of swimming pools at Pensacola Beach must take into consideration the existing environmental conditions on a barrier island location. Swimming pools to be constructed outside of established building setback lines must be approved by the SRIA Board only, without the need for further action by the Escambia County Board of Adjustment (BOA).



1 **Section 2. Severability.**

2  
3 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
4 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way  
5 affect the validity of the remaining portions of this Ordinance.  
6

7  
8 **Section 3. Inclusion in Code.**

9  
10 It is the intention of the Board of County Commissioners that the provisions of this  
11 Ordinance shall be codified as required by F.S. § 125.68, and that the sections,  
12 subsections and other provisions of this Ordinance may be renumbered or re-lettered  
13 and the word "ordinance" may be changed to "section," "article," or such other  
14 appropriate word or phrase in order to accomplish such intentions.  
15

16  
17 **Section 4. Effective Date.**

18  
19 This Ordinance shall become effective upon filing with the Department of State.  
20

21 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
22

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

25  
26 **By:** \_\_\_\_\_  
27 **Lumon J. May, Chairman**

28 **ATTEST: PAM CHILDERS**  
29 **Clerk of the Circuit Court**

30  
31 **By:** \_\_\_\_\_  
32 **Deputy Clerk**

33 **(SEAL)**

34  
35 **ENACTED:**

36  
37 **FILED WITH THE DEPARTMENT OF STATE:**

38  
39 **EFFECTIVE DATE:**



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

**Planning Board-Regular**

**4. B.**

**Meeting Date:** 05/06/2014

**Issue:** Minimum Lot Size and Distance Standards for Stables

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

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**RECOMMENDATION:**

A Public Hearing Concerning the Review of an Ordinance Amending Article 6

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) Article 6, amending the Conditional Use standards for stables to provide for consistency.

**BACKGROUND:**

The intent of this Ordinance is to remove the 100,000 square foot lot size requirement for stables as a conditional use and adopt the two acre requirement found everywhere else in the LDC. In addition, this Ordinance will provide for the same distance from dwelling standards found elsewhere in the LDC.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

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

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

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## Attachments

Draft Ordinance 1B

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Acreage for Stables (Conditional Use)

Date: 03/04/2014


Date requested back by: 04/10/2014

Requested by: Andrew Holmer

Phone Number: 595-3466



(LEGAL USE ONLY)

Legal Review by Ryan E. Ross, Assistant County Attorney 

Date Received: 4/3/2014

         Approved as to form and legal sufficiency.

         Not approved.

         Make subject to legal signoff.

Additional comments:

Approved the attached Draft 1B.

ORDINANCE NUMBER 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, AS AMENDED; AMENDING ARTICLE 6 "ZONING DISTRICTS", SECTION 6.05.05.C.6 BY CHANGING THE MINIMUM LOT SIZE AND DISTANCE STANDARDS REQUIRED FOR STABLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners authorizes landowners and occupants to build and maintain horse stables on a lot of at least two acres in size in certain zoning districts; and

**WHEREAS**, the Land Development Code imposes different minimum lot sizes for horse stables in other designated zoning districts; and

**WHEREAS**, the Board of County Commissioners finds that adopting a standardized minimum lot size for horse stables in all designated zoning districts eliminates inconsistency and promotes the efficient regulation of land use, and therefore serves the public interest.

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, "Zoning Districts," Section 6.05.05, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.05.C.

6. Stables accessory to a principal structure for private, noncommercial use only. Minimum lot size ~~400,000 square feet~~. 2 acres. No stables may be located less than 50 feet from any property line, nor less than 130 feet from any adjacent principal residential dwelling unit. Notwithstanding any other provision of this Code, horses may be housed or kept in any stable authorized by this Code.

**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.

1 **Section 3. Inclusion in Code.**

2  
3 It is the intention of the Board of County Commissioners that the provisions of this  
4 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,  
5 subsections and other provisions of this Ordinance may be renumbered or re-lettered  
6 and the word "ordinance" may be changed to "section," "article," or such other  
7 appropriate word or phrase in order to accomplish such intentions.  
8

9 **Section 4. Effective Date.**

10  
11 This Ordinance shall become effective upon filing with the Department of State.  
12

13 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
14

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

17  
18 **By:** \_\_\_\_\_  
19 **Lumon J. May, Chairman**  
20

21 **ATTEST: PAM CHILDERS**  
22 **Clerk of the Circuit Court**

23  
24 **By:** \_\_\_\_\_  
25 **Deputy Clerk**

26 **(SEAL)**

27  
28 **ENACTED:**

29  
30 **FILED WITH THE DEPARTMENT OF STATE:**

31  
32 **EFFECTIVE DATE:**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

#### Planning Board-Regular

4. C.

**Meeting Date:** 05/06/2014

**Issue:** Amendments to Development Agreement for UWF Campus Master Plan

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

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#### **RECOMMENDATION:**

That the Planning Board review amendments to the Development Agreement for UWF Campus Master Plan and recommend that the Board of County Commissioners approve the amendments.

#### **BACKGROUND:**

The University of West Florida ("UWF") is a vital public facility that provides research and educational benefits of statewide and national importance, and that further provides substantial educational, economic, and cultural benefits to Escambia County.

In recognition of the unique relationship between the State University System and the local governments in which its institutions are located, the Florida Legislature has established special provisions for campus planning and concurrency in Chapter 1013, Florida Statutes. Accordingly, the UWF Board of Trustees (BOT) has approved and adopted a Campus Master Plan for UWF in compliance with the requirements set forth in Subsection 1013.30, Florida Statutes.

Subsequent to the adoption of the Campus Master Plan 2011-2021 by the BOT on June 14, 2012, the BOT and Escambia County negotiated revisions to their existing Campus Development Agreement. The Campus Development Agreement determines the impacts of proposed campus development reasonably expected over the term of the Campus Development Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation. The Campus Development Agreement also identifies any deficiencies in public facilities and services that the proposed campus development will create or to which it will contribute and identifies all improvements to facilities or services necessary to eliminate these deficiencies. Due to the size of the UWF Campus Master Plan 2011-2021, along with its Traffic Impact Analysis, both documents can be found either at the Planning Board Meeting, on Escambia County's Livelink software management program, and on Escambia County's FTP site ( <ftp://ftp.myescambia.com/>) for viewing.

Attachment A is the proposed Campus Development Agreement between UWF and Escambia County.

Attachment B is Section 1013.30, Florida Statutes, regarding university campus master plans and campus development agreements.

#### **BUDGETARY IMPACT:**

UWF and Escambia County have agreed that prior to the commencement of any new campus development; the entities shall determine the cost of any mitigation impacts on off-campus roadways.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached amendment has been reviewed and approved for legal sufficiency by Ryan E. Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Agreement complies with the requirements of Section 1013.30, Florida Statutes. It is also consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities".

**IMPLEMENTATION/COORDINATION:**

County staff will review annual reports from UWF that will be provided to demonstrate good faith compliance with the Agreement. As the Building Official deems necessary, County staff may inspect related activity on UWF's campus to verify that the terms of the Agreement are satisfied. Roadway improvement projects will be pursued with the funding provided by UWF, as needed.

The recommended action was prepared in cooperation with the County Attorney's Office, the Development Services Department, the Public Works Department, and the University of West Florida Board of Trustees. The Development Services Department will ensure proper advertisement for any required public hearings.

Attachment A: UWF Development Agreement

Attachment B: Florida Statute 1013.30

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**Attachments**

~~Strikethrough Attachment A~~

Clean Attachment A

State Statutes Attachment B

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**CAMPUS DEVELOPMENT AGREEMENT  
BETWEEN ESCAMBIA COUNTY and UWF**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2009~~2014, by and between the **University of West Florida Board of Trustees** (hereinafter referred to as the “BOT”), and the **COUNTY OF ESCAMBIA** (here referred to as the “County”), a political subdivision of the State of Florida.

**WITNESSETH:**

**WHEREAS**, the campus of the University of West Florida is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to Escambia County, and

**WHEREAS**, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Chapter 1013, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, and

**WHEREAS**, the BOT has approved and adopted a campus master plan for UWF in compliance with the requirements set forth in Subsection 1013.30, Florida Statutes, and

**WHEREAS**, upon adoption of the campus master plan by the BOT, the BOT and Escambia County are required to enter into a campus development agreement, and

**WHEREAS**, the campus development agreement shall determine the impacts of proposed campus development reasonable expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation, and

**WHEREAS**, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute, and

**WHEREAS**, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

**WHEREAS**, the campus development agreement shall identify the BOT’s “fair share” of the cost of all improvements to facilities or services which are necessary to address these deficiencies~~-~~, and

WHEREAS, the parties hereto entered into that certain Campus Development Agreement dated as of July 22, 2009, recorded in the Public Records of Escambia County at OR 6423 beginning at page 0717 (the “2009 Agreement”); and

WHEREAS, pursuant to the process and procedure set forth in Florida law, UWF approved an update to its Campus Master Plan on June 14, 2014.

NOW, THEREFORE, for and in consideration of the ~~covenants contained~~ mutual duties and benefits herein undertaken and the performance thereof conferred, the parties do hereby agree to amend and restate the 2009 Agreement to read as follows and to be bound by this Agreement henceforth:

## 1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

## 2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

- 2.1 The term “Administration Commission” means the Governor and the Cabinet.
- 2.2 The term “adopted master plan” means the ~~UWF~~University of West Florida Master Plan Update as adopted ~~by the Board of Trustees on March 11, 2008~~June 14, 2012.
- 2.3 The term “affected person” means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.4 The term “aggrieved or adversely affected person” means any person with proprietary interest in real property within the county, which property will suffer an adverse impact as the result of the county permitting or development approval decision.
- 2.5 The term “campus master plan” means a plan that meets the requirements of Chapter 1013.30, Florida Statutes.
- 2.6 The term “comprehensive plan” means a plan that meets the requirements of Subsection 163.3177 and 163.3178, Florida Statutes.
- 2.7 The term “concurrency” means the condition or circumstance that public facilities meet or exceed the adopted level of service (LOS) standards established by the County Comprehensive Plan.

- 2.8 The term “development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.9 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.
- 2.10 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.11 The term “force majeure” means act of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.
- 2.12 For the purposes of this agreement, the term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities.
- 2.13 The term “state land planning agency” means the Department of ~~Community Affairs~~Economic Opportunity.

### **3.0 INTENT AND PURPOSE**

- 3.1 This agreement is intended to implement the requirements of concurrency contained in Chapter 1013.30, Florida Statutes. It is the intent of the BOT and the County to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the County’s Comprehensive Plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.

### **4.0 GENERAL CONDITIONS**

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the BOT and the County.
- 4.2 The BOT represents that it has full power and authority to enter into and perform this

Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of the BOT.

- 4.3 The County represents that it has full power and authority to enter into and perform this Agreement in accordance with ~~its~~ the terms and conditions set forth herein. Further, the County represents that this Agreement has been duly authorized by the County and constitutes a valid, binding and enforceable contract of the County having been previously approved by a resolution adopted by the County and has been the subject of one or more duly noticed public hearings as required by law; applies to all requirements of law applicable to the County, and does not violate any other Agreement to which the County is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the County is subject.
- 4.4 State and regional environmental program requirements shall remain applicable.
- 4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the County for construction projects subject to this Agreement.
- 4.6 In the event that all or a portion of a project reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure, the BOT, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by the BOT shall be automatically extended so long as there is strict compliance with this Agreement.
- 4.7 This Agreement 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 or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.8 Upon execution of this Agreement, all campus development identified in Exhibits "~~A and B~~" and "~~B~~," dated June 14, 2012 attached hereto and incorporated herein by reference shall be submitted to the County for review by its Development Services Department through its pre-application review process. Subsequent to this review process, such development may proceed without further review by the County if it is consistent with the terms of this Agreement and UWF's adopted campus master plan.
- 4.9 If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

## 5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for ten (10) years; from the date of execution of this Agreement unless extended by the mutual consent of the BOT and the County; in accordance with Section 15.0 of this Agreement.

## 6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement includes ~~approx. 1647~~approximately 1,746 acres as identified in Exhibit "B"; ~~attached~~ hereto ~~and incorporated herein by this reference.~~

## 7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support development authorized under the terms of this Agreement.

- 7.1 Stormwater management facilities and services are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all stormwater management facilities on campus.
- 7.2 Potable water facilities and services are provided by UWF and the Emerald Coast Utilities Authority, (ECUA). Basic service is available through on-campus wells. UWF shares a connection with the ECUA, which essentially provides for supplemental fire flow and back-up capacity. The ECUA has agreed to install a new potable water service adjacent to Pate Street having capacity for the planned West Campus Development.
- 7.3 Sanitary sewer collection facilities and services are provided by UWF and tied into ECUA's sanitary sewer system and disposal facilities. Accordingly, UWF is responsible for the operation and maintenance of all sanitary sewer facilities on the main campus. The ECUA has agreed to install sanitary sewer facilities having capacity for the planned West Campus Development.
- 7.4 Solid waste disposal is provided through a system of dumpsters, recycling receptacles, compactors, grease traps, septic tanks, and waste storage facilities. Commercial and domestic waste is collected under contract with a private vendor. Once collected, commercial and domestic wastes are transported off campus for proper disposal. Medical waste is transported to a central location on campus and temporarily stored in a secure area until collection by a private vendor.
- 7.5 Recreation and open space facilities are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all recreation and open space facilities on campus.

7.6 Transportation facilities and services are provided by UWF, the County, Florida Department of Transportation (FDOT), and the Escambia County Area Transit, (ECAT). UWF operates and maintains an on-campus system of collector, minor collector and service roads. The County operates and maintains a system of collector and minor arterial roads within the geographic area. The FDOT operates and maintains a system of minor arterial and principal arterial roads within the geographic area. The ECAT provides and operates bus service to UWF. A campus shuttle service is also utilized.

## **8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE COUNTY**

8.1 The Escambia County Comprehensive Plan establishes the following level of service standards for stormwater management.

- 1) The post-development runoff rate shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with greatest intensity.
- 2) Compliance with the design and performance standards adopted pursuant to Chapter 62-25, F.A.C., in its entirety (including exemptions) and Chapters 62-4 and 62-302, F.A.C.
- 3) The contribution of the new development to any existing, functioning area-wide drainage system will not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
- 4) 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 provided LOS standard subpart 2 is deemed to be satisfied.
- 5) The County Engineer shall require design and construction for all major channels of stormwater systems under arterial and collector roads be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

8.2 The Escambia County Comprehensive Plan establishes a level of service standard for potable water provided by the ECUA water system of 100 gallons per capita per day.

8.3 The Escambia County Comprehensive Plan establishes the following level of service standard for sanitary sewer:

Residential --- 210 gallons per residential connection per day (350 gallons per residential connection per day peak); and

Non-residential --- LOS requirements are based upon an equivalent residential connection (ERC) and on the size of the non-residential water meter.

8.4 The Escambia County Comprehensive Plan establishes a level of service standard for solid waste of six (6) pounds per capita per day.

8.5 The Escambia County Comprehensive Plan establishes the following level of service standard for recreation and open space facilities in the following Recreation Services Districts (RSD):

Barrier Island RSD – 1 acre/1,000 people within the RSD

Urban RSD – 1 acre/1,000 people within the RSD

Suburban RSD – 2 acres/1,000 people within the RSD

Rural RSD – 2 acres/ 1,000 people within the RSD

8.6 The Escambia County Comprehensive Plan establishes the following ~~level~~current existing Level of ~~service standards~~Service Standards (LOS STD) for roadway segments within the geographic area providing service to the campus:;

<u>Road Segment</u>	<u>From</u>	<u>To</u>	<u>LOS</u>
CR-95-A	Nine Mile Rd	US-29	D
CR-1864	Olive Rd	Davis Hwy	E
CR-1864	Davis Hwy	Pensacola Blvd	E
CR-0926	Nine Mile Rd	University Pkwy	E
CR-0926	Campus Blvd	Nine Mile Rd	E
CR-1865	Johnson Ave	Nine Mile Rd	E
CR-0924	Nine Mile Rd	UWF Boundary	E
CR-0924	US-29	UWF Boundary	E
CR-749	Nine Mile Rd	Old Chemstrand Rd	E
University Pkwy	Davis Hwy	Nine Mile Rd	E
University Pkwy	Nine Mile Rd	Campus Drive	E
SR-10	University Pkwy	Davis Hwy	D
SR-10	Davis Hwy	Santa Rosa Co Line	D
SR-10-A	I-10	Nine Mile Rd	D
SR-290	9 <sup>th</sup> Ave	Davis Hwy	E
SR-290	Davis Hwy	Old Palafox Hwy	E
SR-291	Nine Mile Rd	University Pkwy	E
SR-291	University Pkwy	Burgess Rd	F (Maintain)
Greenbrier	Chemstrand	Guidy Intersection	E

<u>ON STREET</u>	<u>ROADWAY SEGEMENT</u>	<u>LOS STD</u>
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Ten Mile Road	US 29 to UWF Boundary	E
Campus Drive	University Parkway to Nine Mile Rd.	E
Olive Road	9th Ave. to Scenic Highway	D
Olive Road	Davis Highway to 9th Ave.	E
Olive Road	Palafox Hwy. to Davis Hwy.	E
Old Palafox Road	Pensacola Blvd. to Nine Mile Rd.	E
Old Palafox Road	Nine Mile Road to Old Chemstrand Road	E
Old Palafox Road	Old Chemstrand Road to US 29 (Cantonment)	E
Nine Mile Rd.	US 29/SR 95 to University Parkway	D
Nine Mile Rd.	University Parkway to Davis Highway/SR 291	D
Nine Mile Rd.	Davis Highway/SR 291 to Santa Rosa County Line	D
University Parkway	Davis Highway to Nine Mile Road	E
University Parkway	Nine Mile Road to Campus Boulevard	E
North Davis Highway	I-10/SR 8 to University Parkway	D
North Davis Highway	University Parkway to Nine Mile Rd.	D

8.7 The Escambia County Comprehensive Plan establishes a level of service standard for public transportation as measured by a 60-minute maximum period of wait throughout the current areas and hours of service.

## 9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT AND SERVICE PROVIDERS

The BOT has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the UWF campus:

9.1 There are no financial arrangements between the BOT and the County or any other entity for the provision of stormwater management facilities or service to the campus.

9.2 ~~The BOT has paid an initial capacity impact fee in the amount of \$1,157.00, to the pays ECUA for the provision provisions of an emergency potable fire water (fire line fireline) back-up meter service to the campus. A permanent monthly charge in the amount of \$27.25 has been imposed in accordance with a Utility Service Agreement executed between ECUA and UWF on 23 April 1997.~~

9.3 The BOT pays ECUA for the provision of sanitary sewer facilities and service to the campus in accordance with a Utility Service Agreement executed between ECUA and UWF in 1997.

9.4 The BOT has entered into a contract with Allied Waste Industries for solid waste collection and removal services to UWF campus.



- 9.5 There are no financial arrangements between the BOT and any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 There are no financial arrangements between the BOT and the County or any other entity for the provision of transportation facilities or service to the campus.

**10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES**

- 10.1 The BOT and the County agree that, since all UWF stormwater management facilities are designed and constructed to retain on-site, all volume of runoff generated by on-campus construction, development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the County so long, as all development identified in Exhibits “A” and “B” of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF campus master plan.
- 10.2 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the County.
- 10.3 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the County.
- 10.4 The BOT and the County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public solid waste collection and disposal facilities below the level of service standards adopted by the County.
- 10.5 The BOT and County further agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County, so long as UWF continues to provide on-campus active and passive recreation to support its existing and future needs for mutual benefit.
- 10.6 The BOT and the County agree that the development proposed in the adopted UWF Campus Master Plan ~~and Update 2011-2012 as delineated~~ in Exhibits “A” and “B” ~~would~~, may, at the time each element of the Campus Master Plan is constructed, contribute to reducing the operating conditions for ~~the select certain~~ off-campus roadways below the ~~level~~ Level of ~~service standards~~ Service Standards adopted by the County. ~~Based on traffic generation projections, a traffic distribution was developed based on~~

~~campus access points. Mitigation will be evaluated during the planning process for each project to determine what mitigation impacts will be assessed, if any. The BOT shall notify the County Engineer and the Development Services Department when any new construction is proposed and future residential will attend a pre-application meeting scheduled through the Development Services Department. The BOT will also involve the county in the planning process between the BOT and employment locations. Any private developers that are engaged to complete elements of the Campus Master Plan.~~

~~At the time of the master plan analysis, roadways included in the MPO's 2010 Cost Feasible Plan, are facilities considered funded and likely to be in place by 2010, and served as the base network for the future traffic analysis. The roadways and connections proposed in this Master Plan were added to the 2010 base network.~~

~~As agreed by Escambia County and UWF, all of UWF's pro-rata share of the costs of improvements to roadway segments identified in section 12.0 of the May 6, 2005 Development Agreement have been satisfied. Any additional improvements on the segments identified in the May 6, 2005 Development Agreement would be the responsibility of Escambia County.~~

~~Therefore the proposed development's traffic impact was evaluated on the intersections and road infrastructure within an updated project area (as determined by Escambia County). Escambia County indicated that phase I study area's roadway network shall include Ten Mile Road /Greenbrier Blvd., Guidy Ln., and the Ten Mile Rd. (Greenbrier Boulevard)/Guidy Ln. intersection.~~

~~As part of the evaluation, future capacity conditions associated with the complete build-out year 2016 were determined. The project traffic was combined with the Years 2016 background traffic volumes and compared against the roadway capacities to determine the level of service for the Year 2016 traffic conditions. Year 2016 is the estimated build-out year for Phase I.~~

~~PM Peak Hour forecasting was completed according to standard engineering and planning practices. Sources of historical information include Escambia County, the Florida Department of Transportation (FDOT), and the West Florida Regional Planning Council (WFRPC).~~

~~Ten Mile Road and Greenbrier Blvd. (with the inclusion of project traffic) will not meet concurrency requirements or existing Level of Service at current background volumes or at forecasted 2016 volumes. Ten Mile and Greenbriar Road segments are projected to experience significant increases in traffic volumes due to the UWF Phase I. In addition, the 2016 LOS is projected to operate below LOS standards adopted by Escambia County.~~

~~Table T1 2015-2016 UWF Traffic: Significantly Affected Roadway Segments~~

Roadway	Segment		2016 Total Traffic (2-Way Peak Hour)	UWF Growth 2008- 2016	2016 LOS
	From	To			
Ten Mile Road	Chemstrand	Guidy Lane Intersection	2313	1369	F
Guidy Lane	Greenbrier	Nine Mile Road	755	243	F
Greenbrier	Guidy Lane Int.	Deadend	1695	1621	E

- — Indicates future LOS is lower than adopted LOS standard
- — Source: RPA Group traffic analysis

~~As shown in Table T1, this roadway segment is projected to: (1) carry significant levels (>5%) of UWF 2015-2016 traffic (growth), and (2) the 2016 LOS is projected to operate below adopted standards. This roadway segment will require mitigation by way of improvements such as widening the facility, operational improvements (signals, turn lanes), or improving parallel roadways to accommodate the projected traffic level.~~

~~The BOT shall satisfy its share of the mitigation for development in the adopted UWF Campus Master Plan in accordance with Section 1013.30 (13), Florida Statutes, as agreed upon by the County and the BOT. As provided in Section 27, ch. 2013-45, Laws of Florida, such mitigation may be provided by identifying specific projects in the Master Plan to be constructed by the BOT for purposes of negotiating mitigation of the impact of the projects included in the Master Plan. The preliminary cost estimate for the mitigation described in this Agreement is shown in Table 4.0 of the Traffic Impact Analysis Report Revision IV, dated July 2013, attached as Exhibit "C". Except for reimbursement for the cost of the Traffic Impact Analysis Report, which will be applied against the unallocated balance of payments previously made by the BOT to the County, the parties agree that no mitigation payments shall be due upon execution of this Agreement.~~

~~The County and the BOT will agree upon the mitigation required for each element of the Campus Master Plan prior to the construction of each project and in reasonable compliance with Exhibit "C", Traffic Impact Analysis Report Revision IV, dated July 2013. The BOT shall pay or satisfy its proportional fair share of the required mitigation in accordance with Section 1013.30(13)(c)(2), Florida Statutes, and in accordance with the provisions hereof, prior to commencing construction of each project.~~

~~The BOT shall provide the County an annual report to document any anticipated new construction projects. If those new construction projects are not included within the scope of this Development Agreement, at the County's request, UWF shall, at its expense, provide additional and/or updated impact analysis reports to be used in determining any required mitigation.~~

10.7 The BOT and County agree that ~~development~~Development proposed in the adopted UWF Campus Master Plan Update, dated June 14, 2012 and in Exhibits “A” and “B” hereto will not degrade the operating conditions for public transit facilities below the level of service standards adopted by the County.

#### **11.0 IMPROVEMENTS REQUIRED TO MEET CONCURRENCY REQUIREMENTS**

In order to meet concurrency, the construction of the following off-campus improvements shall be required.

11.1 The BOT and the County agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted UWF for the Campus Master Plan and in Exhibits “A” and “B”; to meet the future needs of UWF duration of this Agreement. The BOT and the County further agree that no off-campus development identified in Exhibits “A” and “B” of this Agreement is inconsistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.

11.2 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports and based on agreements with ECUA, there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus potable water improvements are required by the County.

11.3 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no further off-campus sanitary sewer improvements are required by the County.

11.4 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient solid waste facility capacity at the Perdido Landfill to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus solid waste improvements are required by the County.

11.5 The BOT and the County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus open space and recreation

improvements are required by the County, so long as UWF continues to provide for the recreational needs of its students.

- ~~11.6 As shown in Table T1, Paragraph 10.6, the Greenbrier roadway segment is projected to carry significant levels of UWF 2008-2016 traffic growth and the 2016 LOS is projected to operate below adopted standards. This roadway segment will require some level of mitigation by way of improvements such as widening the facility, traffic signals, turn lanes, transit, or improving parallel roadways to accomplish the projected traffic levels as indicated below. For the purposes of developing a fair share cost, an additional lane in each direction was assumed for each of the three roadway segments. These improvements are potential capacity enhancements with the County and BOT mutually agreeing on final improvements related to these three roadway segments. Alternatives such as enhanced traffic signal operations, expanded transit service, and multi-modal enhancements are additional potential projects to be considered.~~
- ~~11.7 The BOT and the County agree that the above programmed improvements as noted in Paragraph 11.6 shall ensure the provision of sufficient transportation facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits "A and B", to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agrees that concurrency resources need to be provided for these improvements.~~

## 12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided to guarantee UWF's pro rata share of the costs of improvements to public facilities and services identified in this document and necessary to support development identified in Exhibits "A" and "B".

- 12.1 The BOT and the County agree that no off-campus stormwater management improvements are required by the County, so long as all development identified in Exhibits "A and B" of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.
- 12.2 The BOT and the County agree that no off-campus potable water improvements are required by the County. The BOT and the ECUA have executed a separate agreement for the installation of a new potable water service for the West Campus Development in exchange for granting a utility easement on university property.
- 12.3 The BOT and the County agree that no off-campus sanitary sewer improvements are required by the County.
- 12.4 The BOT and the County agree that no off-campus solid waste improvements are required by the County.

12.5 The BOT and the County agree that no off-campus parks and recreation improvements are required by the County.

12.6 The BOT and the County agree that the BOT's responsibility for paying its proportionate fair share of the costs of ~~potential~~the then improvements as defined in section 11.6 will be met ~~the 2009 Agreement for the prior Campus Master Plan Update 2006-2016 were paid at the request of BOT by The Florida Board of Governors to the County~~ as follows:

(a) Guidy Lane and Ten Mile Intersection Improvements	\$1,384,234.00
(b) Ten Mile/Greenbrier Road Improvements East of Guidy	<u>\$95,500.00</u>
<b>TOTALS</b>	<b><u>\$1,479,734.00</u></b>

The BOT and the County agree that payment of the above proportionate fair share estimates ~~constitutes~~constituted full mitigation for the then anticipated off-campus transportation impacts.

This agreement was based upon the "Traffic and Impact Analysis," September, 2008, pages 5 and 19; appendix G. ~~Refer to Exhibit C.~~Refer to Exhibit "C". The BOT and the County acknowledge that the Campus Master Plan Improvements anticipated in the 2006-2016 Campus Master Plan were not implemented by BOT and therefore there remains a \$1,479,734 mitigation credit available to the BOT to offset any future mitigation as may be agreed upon by the County and the BOT as a result of BOT or a private developer, on behalf of BOT, requesting the construction of any improvements as delineated in the 2011-2021 Campus Master Plan (Exhibits "A" and "B" hereto).

12.7 The BOT and the County agree that no additional off-campus public transportation improvements are required by the County.

12.8

~~Upon execution of this agreement, the~~ between the BOT and the County as to the costs of mitigation of each element of the improvements hereunder, the mitigation credit described in Section 12.6, above will first be applied to offset such amount. BOT will request that the Florida Board of Governors encumber State University System Concurrency Trust Funds in the amount ~~of \$1,479,734, which will constitute~~remaining after application of the mitigation credit described in Section 12.6, above, in order to pay the fair share contribution payable to the County for mitigation of those impacts described in paragraph 11.6, herein. The BOT will request that the Florida Board of Governors pay this amount to the County ~~within 90 days after execution of this agreement, prior to commencing construction of each project.~~ The University BOT shall not be obligated to make the payment from any other source. However, the BOT will undertake good faith efforts to secure funding for such payments from private or other legally available sources. In the event that the Concurrency Trust Funds or other funds secured by the BOT are not available for any reason ~~the County will not be obligated to~~

undertake the improvements described in paragraph 11.6., as provided in Section 27, Ch. 2013-45, Laws of Florida, such mitigation may be provided by identifying specific projects in the Master Plan to be constructed by the BOT for purposes of negotiating mitigation of the impact of the projects included in the Master Plan.

### **13.0 CAPACITY RESERVATION FOR DEVELOPMENT**

- 13.1 The BOT is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in the Capital Improvements Section of the UWF Campus Master Plan Update, adopted by the BOT on March 11, 2008, June 14, 2012 and incorporated herein by this reference.
- 13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the UWF Campus Master Plan Update, adopted by the BOT on March 11, 2008, June 14, 2012.
- 13.3 The County agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Section 11.0 and Exhibits “A” and “B” for the duration of this Agreement. The BOT shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 of this Agreement.
- 13.4 The County acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibits “A” and “B”. The County also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by the BOT to meet concurrency requirements and/or to prevent development identified in UWF’s adopted campus master plan from going forward in accordance with its timetable of development.

### **14.0 APPLICABLE LAWS**

If state or federal laws are enacted subsequent after the execution of this Agreement, which are applicable to or preclude either party’s compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

### **15.0 AMENDMENT**

- 15.1 This Agreement may be amended in conjunction with any amendment to the adopted UWF campus master plan which, alone or in conjunction with other amendments: increase density or intensity of use of land on the campus by more than 10 percent, decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent, or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the State, the County, or any affected local government.

- 15.2 This Agreement may be amended if either party delay by more than 12 months the construction of a capital improvement identified in this Agreement.
- 15.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
- 15.4 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 approved and executed by all the parties hereto.
- 15.5 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

#### **16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS**

The County finds that this Agreement and the proposed development and capacity reservations provided for herein are consistent with the County's adopted Comprehensive Plan, so long as UWF conforms to the applicable Future Land Use category regulations, as outlined in the County's Comprehensive Plan.

#### **17.0 ENFORCEMENT**

Any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the County is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

#### **18.0 DISPUTE RESOLUTION**

- 18.1 In the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.



18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.

18.4 If either the BOT or the County rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30, Florida Statutes, has 60 days to hold informal hearings if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 1013.30, Florida Statutes, prescribe by order the contents of this Agreement.

#### **19.0 MONITORING AND OVERSIGHT**

19.1 The County may inspect related activity on the UWF campus to verify that the terms of this Agreement are satisfied, not less than once every 12 months. UWF shall provide the County project information that demonstrates good faith compliance with the terms of this Agreement on an annual basis. Project information shall be submitted to the County each year by the first of October.

19.2 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

#### **20.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

#### **21.0 RECORDING OF THIS AGREEMENT**

This Agreement shall be recorded by the County in the public records of Escambia County, Florida, within 14 days of execution of the Agreement by both parties. A copy of the recorded

Agreement shall be forwarded to the ~~state land planning agency~~State Land Planning Agency by the BOT within 14 days after the date of execution.

## 22.0 NOTICES

22.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;  
By registered or certified mail;  
By deposit with an overnight express delivery service.

22.2 Notice by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

22.3 For the purpose of notice, the address of the BOT shall be:

The Board of Trustees  
University of West Florida  
11000 University Parkway  
Pensacola, Florida 32514-5750

With a copy to:

The President  
University of West Florida  
11000 University Parkway  
Pensacola, Florida 32514-5750

22.4 The address of the County shall be:

The Escambia County Administrator  
~~Post Office Box 1591~~  
~~221 Palafox Place~~  
Pensacola, Florida ~~32597-1591~~32502

With a copy to:

Director  
~~Escambia County Department of~~ Development Services Department  
Planning and Zoning Division  
~~11903363 West Leonard Street~~ Park Place  
Pensacola, Florida ~~32501-1129~~ 32505

### 23.0 MEMORANDUM, EXHIBITS AND SCHEDULES

The Memorandum, Exhibits and Schedules to this Agreement consist of the following documents, all of which are attached hereto and incorporated into and herein, form a part of this Agreement:

MEMORANDUM – Interested Parties Memorandum dated July 2013.

Exhibit “A” --- Project Enrollment Growth ~~and Residency Forecast~~ dated June 14, 2012

Exhibit “B” --- Geographic Area Covered ~~By The~~ by the Agreement, defined and delineated in the following Exhibits B.1, B.2, B.3 and B.4:

1. Illustrative Campus Master Plan Update 2006-2016 Illustrative: Long Range Figure 3-H 2011-2021, dated June 14, 2012
2. Capital Improvement Plan UWF Five (5) Year Plan: 2009/2010-2013/2014 2012-12 through 2016-17, date June 14, 2012
3. C.I.P. Proposed Projects Five-Year Capital Improvement Plan and Legislative Budget Request Period: 2013-13 through 2016-17, dated June 14, 2012
- ~~3. West Campus Development Agreement~~
4. University Of West Florida Illustrative Campus Development September 2008 Master Plan, date June 14, 2012

Exhibit “C” --- Traffic and Road Impact Analysis, ~~September 2008~~ for the University of West Florida 2011-2021 Campus Master Plan Revision IV dated July 2013.

Except as amended by this Agreement, the 2009 Agreement remains unchanged and in full force and effect.

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IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated. Signed, sealed and delivered in the presence of:

UNIVERSITY OF WEST FLORIDA  
BOARD OF TRUSTEES

\_\_\_\_\_  
Witness

\_\_\_\_\_  
~~Chair of the Board of Trustees~~  
~~Of the University of West Florida~~

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ of the University of West Florida Board of Trustees, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, ~~2009~~2014.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
This Campus Development ~~agreement~~Agreement  
Between Escambia County and ~~UWFBOT~~ is approved  
as to form and legality

DONE AND ENACTED, by the Board of County Commissioners of Escambia County Florida,  
this \_\_\_\_\_ day of \_\_\_\_\_, ~~2009~~2014.

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

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\_\_\_\_\_  
Chairman

ATTEST: ~~ERNIE LEE MAGAHA~~ \_\_\_\_\_  
CLERK OF THE CIRCUIT COURT

This document approved as to form  
and legal sufficiency

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

BCC Approved: \_\_\_\_\_  
Date

Date Executed  
\_\_\_\_\_

**CAMPUS DEVELOPMENT AGREEMENT  
BETWEEN ESCAMBIA COUNTY and UWF**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **University of West Florida Board of Trustees** (hereinafter referred to as the “BOT”), and the **COUNTY OF ESCAMBIA** (here referred to as the “County”), a political subdivision of the State of Florida.

**WITNESSETH:**

**WHEREAS**, the campus of the University of West Florida is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to Escambia County, and

**WHEREAS**, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Chapter 1013, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, and

**WHEREAS**, the BOT has approved and adopted a campus master plan for UWF in compliance with the requirements set forth in Subsection 1013.30, Florida Statutes, and

**WHEREAS**, upon adoption of the campus master plan by the BOT, the BOT and Escambia County are required to enter into a campus development agreement, and

**WHEREAS**, the campus development agreement shall determine the impacts of proposed campus development reasonable expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation, and

**WHEREAS**, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute, and

**WHEREAS**, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

**WHEREAS**, the campus development agreement shall identify the BOT’s “fair share” of the cost of all improvements to facilities or services which are necessary to address these deficiencies, and

**WHEREAS**, the parties hereto entered into that certain Campus Development Agreement dated as of July 22, 2009, recorded in the Public Records of Escambia County at OR 6423 beginning at page 0717 (the “2009 Agreement”); and

**WHEREAS**, pursuant to the process and procedure set forth in Florida law, UWF approved an update to its Campus Master Plan on June 14, 2014.

**NOW, THEREFORE**, for and in consideration of the mutual duties and benefits herein undertaken and conferred, the parties do hereby agree to amend and restate the 2009 Agreement to read as follows and to be bound by this Agreement henceforth:

## **1.0 RECITATIONS**

The foregoing recitals are true and correct and are incorporated herein by reference.

## **2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT**

- 2.1 The term “Administration Commission” means the Governor and the Cabinet.
- 2.2 The term “adopted master plan” means the University of West Florida Master Plan Update as adopted by the Board of Trustees on June 14, 2012.
- 2.3 The term “affected person” means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.4 The term “aggrieved or adversely affected person” means any person with proprietary interest in real property within the county, which property will suffer an adverse impact as the result of the county permitting or development approval decision.
- 2.5 The term “campus master plan” means a plan that meets the requirements of Chapter 1013.30, Florida Statutes.
- 2.6 The term “comprehensive plan” means a plan that meets the requirements of Subsection 163.3177 and 163.3178, Florida Statutes.
- 2.7 The term “concurrency” means the condition or circumstance that public facilities meet or exceed the adopted level of service (LOS) standards established by the County Comprehensive Plan.
- 2.8 The term “development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

- 2.9 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.
- 2.10 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.11 The term “force majeure” means act of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.
- 2.12 For the purposes of this agreement, the term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities.
- 2.13 The term “state land planning agency” means the Department of Economic Opportunity.

### **3.0 INTENT AND PURPOSE**

- 3.1 This agreement is intended to implement the requirements of concurrency contained in Chapter 1013.30, Florida Statutes. It is the intent of the BOT and the County to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the County’s Comprehensive Plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.

### **4.0 GENERAL CONDITIONS**

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the BOT and the County.
- 4.2 The BOT represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of the BOT.
- 4.3 The County represents that it has full power and authority to enter into and perform this Agreement in accordance with the terms and conditions set forth herein. Further, the



County represents that this Agreement has been duly authorized by the County and constitutes a valid, binding and enforceable contract of the County having been previously approved by a resolution adopted by the County and has been the subject of one or more duly noticed public hearings as required by law; applies to all requirements of law applicable to the County, and does not violate any other Agreement to which the County is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the County is subject.

- 4.4 State and regional environmental program requirements shall remain applicable.
- 4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the County for construction projects subject to this Agreement.
- 4.6 In the event that all or a portion of a project reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure, the BOT, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by the BOT shall be automatically extended so long as there is strict compliance with this Agreement.
- 4.7 This Agreement 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 or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.8 Upon execution of this Agreement, all campus development identified in Exhibits "A" and "B," dated June 14, 2012 attached hereto and incorporated herein by reference shall be submitted to the County for review by its Development Services Department through its pre-application review process. Subsequent to this review process, such development may proceed without further review by the County if it is consistent with the terms of this Agreement and UWF's adopted campus master plan.
- 4.9 If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

## **5.0 DURATION OF AGREEMENT**

This Agreement shall become effective upon execution by both parties and shall remain in effect for ten (10) years from the date of execution of this Agreement unless extended by the mutual consent of the BOT and the County in accordance with Section 15.0 of this Agreement.

## **6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT**

The real property subject to this Agreement includes approximately 1,746 acres as identified in Exhibit “B” hereto.

## **7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES**

The following public facilities and services are available to support development authorized under the terms of this Agreement.

- 7.1 Stormwater management facilities and services are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all stormwater management facilities on campus.
- 7.2 Potable water facilities and services are provided by UWF and the Emerald Coast Utilities Authority, (ECUA). Basic service is available through on-campus wells. UWF shares a connection with the ECUA, which essentially provides for supplemental fire flow and back-up capacity. The ECUA has agreed to install a new potable water service adjacent to Pate Street having capacity for the planned West Campus Development.
- 7.3 Sanitary sewer collection facilities and services are provided by UWF and tied into ECUA’s sanitary sewer system and disposal facilities. Accordingly, UWF is responsible for the operation and maintenance of all sanitary sewer facilities on the main campus. The ECUA has agreed to install sanitary sewer facilities having capacity for the planned West Campus Development.
- 7.4 Solid waste disposal is provided through a system of dumpsters, recycling receptacles, compactors, grease traps, septic tanks, and waste storage facilities. Commercial and domestic waste is collected under contract with a private vendor. Once collected, commercial and domestic wastes are transported off campus for proper disposal. Medical waste is transported to a central location on campus and temporarily stored in a secure area until collection by a private vendor.
- 7.5 Recreation and open space facilities are provided by UWF. Accordingly, UWF is responsible for the operation and maintenance of all recreation and open space facilities on campus.
- 7.6 Transportation facilities and services are provided by UWF, the County, Florida Department of Transportation (FDOT), and the Escambia County Area Transit, (ECAT). UWF operates and maintains an on-campus system of collector, minor collector and service roads. The County operates and maintains a system of collector and minor arterial roads within the geographic area. The FDOT operates and maintains a system of minor arterial and principal arterial roads within the geographic area. The ECAT provides and operates bus service to UWF. A campus shuttle service is also utilized.

## **8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE COUNTY**

8.1 The Escambia County Comprehensive Plan establishes the following level of service standards for stormwater management.

- 1) The post-development runoff rate shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with greatest intensity.
- 2) Compliance with the design and performance standards adopted pursuant to Chapter 62-25, F.A.C., in its entirety (including exemptions) and Chapters 62-4 and 62-302, F.A.C.
- 3) The contribution of the new development to any existing, functioning area-wide drainage system will not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
- 4) 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 provided LOS standard subpart 2 is deemed to be satisfied.
- 5) The County Engineer shall require design and construction for all major channels of stormwater systems under arterial and collector roads be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

8.2 The Escambia County Comprehensive Plan establishes a level of service standard for potable water provided by the ECUA water system of 100 gallons per capita per day.

8.3 The Escambia County Comprehensive Plan establishes the following level of service standard for sanitary sewer:

Residential --- 210 gallons per residential connection per day (350 gallons per residential connection per day peak); and

Non-residential --- LOS requirements are based upon an equivalent residential connection (ERC) and on the size of the non-residential water meter.

8.4 The Escambia County Comprehensive Plan establishes a level of service standard for solid waste of six (6) pounds per capita per day.

8.5 The Escambia County Comprehensive Plan establishes the following level of service standard for recreation and open space facilities in the following Recreation Services Districts (RSD):

Barrier Island RSD – 1 acre/1,000 people within the RSD

Urban RSD – 1 acre/1,000 people within the RSD

Suburban RSD – 2 acres/1,000 people within the RSD

Rural RSD – 2 acres/ 1,000 people within the RSD

8.6 The Escambia County Comprehensive Plan establishes the following current existing Level of Service Standards (LOS STD) for roadway segments within the geographic area providing service to the campus:

ON STREET	ROADWAY SEGEMENT	LOS STD
Ten Mile Road	US 29 to UWF Boundary	E
Campus Drive	University Parkway to Nine Mile Rd.	E
Olive Road	9th Ave. to Scenic Highway	D
Olive Road	Davis Highway to 9th Ave.	E
Olive Road	Palafox Hwy. to Davis Hwy.	E
Old Palafox Road	Pensacola Blvd. to Nine Mile Rd.	E
Old Palafox Road	Nine Mile Road to Old Chemstrand Road	E
Old Palafox Road	Old Chemstrand Road to US 29 (Cantonment)	E
Nine Mile Rd.	US 29/SR 95 to University Parkway	D
Nine Mile Rd.	University Parkway to Davis Highway/SR 291	D
Nine Mile Rd.	Davis Highway/SR 291 to Santa Rosa County Line	D
University Parkway	Davis Highway to Nine Mile Road	E
University Parkway	Nine Mile Road to Campus Boulevard	E
North Davis Highway	I-10/SR 8 to University Parkway	D
North Davis Highway	University Parkway to Nine Mile Rd.	D

8.7 The Escambia County Comprehensive Plan establishes a level of service standard for public transportation as measured by a 60-minute maximum period of wait throughout the current areas and hours of service.

## 9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT AND SERVICE PROVIDERS

The BOT has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the UWF campus:

- 9.1 There are no financial arrangements between the BOT and the County or any other entity for the provision of stormwater management facilities or service to the campus.
- 9.2 The BOT pays ECUA for the provisions of an emergency potable fire water (fireline) back-up meter service to the campus in accordance with a Utility Service Agreement executed between ECUA and UWF on 23 April 1997.
- 9.3 The BOT pays ECUA for the provision of sanitary sewer facilities and service to the campus in accordance with a Utility Service Agreement executed between ECUA and UWF in 1997.
- 9.4 The BOT has entered into a contract with Allied Waste Industries for solid waste collection and removal services to UWF campus.
- 9.5 There are no financial arrangements between the BOT and any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 There are no financial arrangements between the BOT and the County or any other entity for the provision of transportation facilities or service to the campus.

## **10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES**

- 10.1 The BOT and the County agree that, since all UWF stormwater management facilities are designed and constructed to retain on-site, all volume of runoff generated by on-campus construction, development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the County so long, as all development identified in Exhibits “A” and “B” of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF campus master plan.
- 10.2 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the County.
- 10.3 The BOT and County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the County.
- 10.4 The BOT and the County agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public solid waste collection and disposal facilities below the level of service standards adopted by the County.

- 10.5 The BOT and County further agree that development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County, so long as UWF continues to provide on-campus active and passive recreation to support its existing and future needs for mutual benefit.
- 10.6 The BOT and the County agree that the development proposed in the adopted UWF Campus Master Plan Update 2011-2012 as delineated in Exhibits “A” and “B”, may, at the time each element of the Campus Master Plan is constructed, contribute to reducing the operating conditions for certain off-campus roadways below the Level of Service Standards adopted by the County. Mitigation will be evaluated during the planning process for each project to determine what mitigation impacts will be assessed, if any. The BOT shall notify the County Engineer and the Development Services Department when any new construction is proposed and will attend a pre-application meeting scheduled through the Development Services Department. The BOT will also involve the county in the planning process between the BOT and any private developers that are engaged to complete elements of the Campus Master Plan.

The BOT shall satisfy its share of the mitigation for development in the adopted UWF Campus Master Plan in accordance with Section 1013.30 (13), Florida Statutes, as agreed upon by the County and the BOT. As provided in Section 27, ch. 2013-45, Laws of Florida, such mitigation may be provided by identifying specific projects in the Master Plan to be constructed by the BOT for purposes of negotiating mitigation of the impact of the projects included in the Master Plan. The preliminary cost estimate for the mitigation described in this Agreement is shown in Table 4.0 of the Traffic Impact Analysis Report Revision IV, dated July 2013, attached as Exhibit “C”. Except for reimbursement for the cost of the Traffic Impact Analysis Report, which will be applied against the unallocated balance of payments previously made by the BOT to the County, the parties agree that no mitigation payments shall be due upon execution of this Agreement.

The County and the BOT will agree upon the mitigation required for each element of the Campus Master Plan prior to the construction of each project and in reasonable compliance with Exhibit “C”, Traffic Impact Analysis Report Revision IV, dated July 2013. The BOT shall pay or satisfy its proportional fair share of the required mitigation in accordance with Section 1013.30(13)(c)(2), Florida Statutes, and in accordance with the provisions hereof, prior to commencing construction of each project.

The BOT shall provide the County an annual report to document any anticipated new construction projects. If those new construction projects are not included within the scope of this Development Agreement, at the County’s request, UWF shall, at its expense, provide additional and/or updated impact analysis reports to be used in determining any required mitigation.

10.7 The BOT and County agree that Development proposed in the adopted UWF Campus Master Plan Update, dated June 14, 2012 and in Exhibits “A” and “B” hereto will not degrade the operating conditions for public transit facilities below the level of service standards adopted by the County.

#### **11.0 IMPROVEMENTS REQUIRED TO MEET CONCURRENCY REQUIREMENTS**

In order to meet concurrency, the construction of the following off-campus improvements shall be required.

11.1 The BOT and the County agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted UWF for the Campus Master Plan and in Exhibits “A” and “B”; to meet the future needs of UWF duration of this Agreement. The BOT and the County further agree that no off-campus development identified in Exhibits “A” and “B” of this Agreement is inconsistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.

11.2 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports and based on agreements with ECUA, there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus potable water improvements are required by the County.

11.3 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B”, to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no further off-campus sanitary sewer improvements are required by the County.

11.4 The BOT and the County agree that, according to Escambia County Comprehensive Plan annual reports, there is sufficient solid waste facility capacity at the Perdido Landfill to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan and in Exhibits “A” and “B” to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus solid waste improvements are required by the County.

11.5 The BOT and the County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted UWF Campus Master Plan to meet the future needs of UWF for the duration of this Agreement. The BOT and the County further agree that no off-campus open space and recreation improvements are required by the County, so long as UWF continues to provide for the recreational needs of its students.

## 12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided to guarantee UWF's pro rata share of the costs of improvements to public facilities and services identified in this document and necessary to support development identified in Exhibits "A" and "B."

- 12.1 The BOT and the County agree that no off-campus stormwater management improvements are required by the County, so long as all development identified in Exhibits "A and B" of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UWF master plan.
- 12.2 The BOT and the County agree that no off-campus potable water improvements are required by the County. The BOT and the ECUA have executed a separate agreement for the installation of a new potable water service for the West Campus Development in exchange for granting a utility easement on university property.
- 12.3 The BOT and the County agree that no off-campus sanitary sewer improvements are required by the County.
- 12.4 The BOT and the County agree that no off-campus solid waste improvements are required by the County.
- 12.5 The BOT and the County agree that no off-campus parks and recreation improvements are required by the County.
- 12.6 The BOT and the County agree that the BOT's responsibility for paying its proportionate fair share of the costs of the then improvements as defined in the 2009 Agreement for the prior Campus Master Plan Update 2006-2016 were paid at the request of BOT by The Florida Board of Governors to the County as follows:

(a) Guidy Lane and Ten Mile Intersection Improvements	\$1,384,234.00
(b) Ten Mile/Greenbrier Road Improvements East of Guidy	<u>\$95,500.00</u>
<b>TOTALS</b>	<b><u>\$1,479,734.00</u></b>

The BOT and the County agree that payment of the above proportionate fair share estimates constituted full mitigation for the then anticipated off-campus transportation impacts.



This agreement was based upon the “Traffic and Impact Analysis,” September, 2008, pages 5 and 19; appendix G. Refer to Exhibit “C”. The BOT and the County acknowledge that the Campus Master Plan Improvements anticipated in the 2006-2016 Campus Master Plan were not implemented by BOT and therefore there remains a \$1,479,734 mitigation credit available to the BOT to offset any future mitigation as may be agreed upon by the County and the BOT as a result of BOT or a private developer, on behalf of BOT, requesting the construction of any improvements as delineated in the 2011-2021 Campus Master Plan (Exhibits “A” and “B” hereto).

12.7 The BOT and the County agree that no additional off-campus public transportation improvements are required by the County.

12.8

Upon agreement between the BOT and the County as to the costs of mitigation of each element of the improvements hereunder, the mitigation credit described in Section 12.6, above will first be applied to offset such amount. BOT will request that the Florida Board of Governors encumber State University System Concurrency Trust Funds in the amount remaining after application of the mitigation credit described in Section 12.6, above, in order to pay the fair share contribution payable to the County for mitigation of those impacts described herein. The BOT will request that the Florida Board of Governors pay this amount to the County prior to commencing construction of each project. The BOT shall not be obligated to make the payment from any other source. However, the BOT will undertake good faith efforts to secure funding for such payments from private or other legally available sources. In the event that the Concurrency Trust Funds or other funds secured by the BOT are not available for any reason, as provided in Section 27, Ch. 2013-45, Laws of Florida, such mitigation may be provided by identifying specific projects in the Master Plan to be constructed by the BOT for purposes of negotiating mitigation of the impact of the projects included in the Master Plan.

### **13.0 CAPACITY RESERVATION FOR DEVELOPMENT**

13.1 The BOT is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in the Capital Improvements Section of the UWF Campus Master Plan Update, adopted by the BOT on June 14, 2012 and incorporated herein by this reference.

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the UWF Campus Master Plan Update, adopted by the BOT on June 14, 2012.

13.3 The County agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Section 11.0 and Exhibits “A” and “B” for the duration of this Agreement. The BOT shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 of this Agreement.

13.4 The County acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibits “A” and “B”. The County also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by the BOT to meet concurrency requirements and/or to prevent development identified in UWF’s adopted campus master plan from going forward in accordance with its timetable of development.

#### **14.0 APPLICABLE LAWS**

If state or federal laws are enacted subsequent after the execution of this Agreement, which are applicable to or preclude either party’s compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

#### **15.0 AMENDMENT**

15.1 This Agreement may be amended in conjunction with any amendment to the adopted UWF campus master plan which, alone or in conjunction with other amendments: increase density or intensity of use of land on the campus by more than 10 percent, decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent, or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the State, the County, or any affected local government.

15.2 This Agreement may be amended if either party delay by more than 12 months the construction of a capital improvement identified in this Agreement.

15.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

15.4 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 approved and executed by all the parties hereto.

15.5 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

#### **16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS**

The County finds that this Agreement and the proposed development and capacity reservations provided for herein are consistent with the County’s adopted Comprehensive Plan, so long as

UWF conforms to the applicable Future Land Use category regulations, as outlined in the County's Comprehensive Plan.

## **17.0 ENFORCEMENT**

Any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the County is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

## **18.0 DISPUTE RESOLUTION**

- 18.1 In the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
- 18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 18.4 If either the BOT or the County rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30, Florida Statutes, has 60 days to hold informal hearings if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 1013.30, Florida Statutes, prescribe by order the contents of this Agreement.

## **19.0 MONITORING AND OVERSIGHT**

- 19.1 The County may inspect related activity on the UWF campus to verify that the terms of this Agreement are satisfied, not less than once every 12 months. UWF shall provide the County project information that demonstrates good faith compliance with the terms of this Agreement on an annual basis. Project information shall be submitted to the County each year by the first of October.
- 19.2 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
- 19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

## **20.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

## **21.0 RECORDING OF THIS AGREEMENT**

This Agreement shall be recorded by the County in the public records of Escambia County, Florida, within 14 days of execution of the Agreement by both parties. A copy of the recorded Agreement shall be forwarded to the State Land Planning Agency by the BOT within 14 days after the date of execution.

## **22.0 NOTICES**

- 22.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;  
By registered or certified mail;  
By deposit with an overnight express delivery service.

- 22.2 Notice by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

22.3 For the purpose of notice, the address of the BOT shall be:

The Board of Trustees  
University of West Florida  
11000 University Parkway  
Pensacola, Florida 32514-5750

With a copy to:

The President  
University of West Florida  
11000 University Parkway  
Pensacola, Florida 32514-5750

22.4 The address of the County shall be:

The Escambia County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

With a copy to:

Director of Development Services Department  
Planning and Zoning Division  
3363 West Park Place  
Pensacola, Florida 32505

## **23.0 MEMORANDUM, EXHIBITS AND SCHEDULES**

The Memorandum, Exhibits and Schedules to this Agreement consist of the following documents, all of which are attached hereto and incorporated herein, form a part of this Agreement:

MEMORANDUM – Interested Parties Memorandum dated July 2013.

Exhibit “A” --- Project Enrollment Growth dated June 14, 2012

Exhibit “B” --- Geographic Area Covered by the Agreement, defined and delineated in the following Exhibits B.1, B.2, B.3 and B.4:

1. Illustrative Campus Master Plan Update 2011-2021, dated June 14, 2012
2. Capital Improvement Plan UWF Five (5) Year Plan 2012-12 through 2016-17, date June 14, 2012

3. Five-Year Capital Improvement Plan and Legislative Budget Request Period:  
2013-13 through 2016-17, dated June 14, 2012
4. West Campus Illustrative Campus Master Plan, date June 14, 2012

Exhibit "C" --- Traffic and Road Impact Analysis, for the University of West Florida  
2011-2021 Campus Master Plan Revision IV dated July 2013.

Except as amended by this Agreement, the 2009 Agreement remains unchanged and in full  
force and effect.

**IN WITNESS THEREOF**, the parties have set their hands and seals on the day and year indicated. Signed, sealed and delivered in the presence of:

**UNIVERSITY OF WEST FLORIDA  
BOARD OF TRUSTEES**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ of the University of West Florida Board of Trustees, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
This Campus Development Agreement  
Between Escambia County and BOT is approved  
as to form and legality

**DONE AND ENACTED**, by the Board of County Commissioners of Escambia County Florida,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

\_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
CLERK OF THE CIRCUIT COURT

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

(Seal)

This document approved as to form  
and legal sufficiency

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_  
Date

Date Executed

\_\_\_\_\_



**2013 Florida Statute  
Title XLVIII: K-20 Education Code  
Chapter 1013: Educational Facilities**

**1013.30 University campus master plans and campus development agreements.—**

(1) This section contains provisions for campus planning and concurrency management that supersede the requirements of part II of chapter 163, except when stated otherwise in this section. These special growth management provisions are adopted in recognition of the unique relationship between university campuses and the local governments in which they are located. While the campuses provide research and educational benefits of statewide and national importance, and further provide substantial educational, economic, and cultural benefits to their host local governments, they may also have an adverse impact on the public facilities and services and natural resources of host governments. On balance, however, universities should be considered as vital public facilities of the state and local governments. The intent of this section is to address this unique relationship by providing for the preparation of campus master plans and associated campus development agreements.

(2) As used in this section:

(a) “Affected local government” means a unit of local government that provides public services to or is responsible for maintaining facilities within a campus of an institution or is directly affected by development that is proposed for a campus.

(b) “Affected person” means a host local government; an affected local government; any state, regional, or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government. In order to qualify under this definition, each person, other than a host or affected local government, must have submitted oral or written comments, recommendations, or objections to the university during the period of time beginning with the advertisement of the first public hearing under subsection (6) and ending with the adoption of the campus master plan or plan amendment. If the plan or plan amendment is amended at the adoption hearing, the time period shall be extended by 7 calendar days. However, any comments, recommendations, or objections filed during the extension must be limited to those amendments adopted at the adoption hearing.

(c) "Host local government" means a local government within the jurisdiction of which all or part of a campus of an institution is located, but does not include a county if no part of an institution is located within its unincorporated area.

(d) "Institution" means a university.

(e) "Division" means the Division of Administrative Hearings.

(3) Each university board of trustees shall prepare and adopt a campus master plan for the university and maintain a copy of the plan on the university's website. The master plan must identify general land uses and address the need for and plans for provision of roads, parking, public transportation, solid waste, drainage, sewer, potable water, and recreation and open space during the coming 10 to 20 years. The plans must contain elements relating to future land use, intergovernmental coordination, capital improvements, recreation and open space, general infrastructure, housing, and conservation. Each element must address compatibility with the surrounding community. The master plan must identify specific land uses, general location of structures, densities and intensities of use, and contain standards for onsite development, site design, environmental management, and the preservation of historic and archaeological resources. The transportation element must address reasonable transportation demand management techniques to minimize offsite impacts where possible. Data and analyses on which the elements are based must include, at a minimum: the characteristics of vacant lands; projected impacts of development on onsite and offsite infrastructure, public services, and natural resources; student enrollment projections; student housing needs; and the need for academic and support facilities. Master plans must be updated at least every 5 years.

(4) Campus master plans may contain additional elements at the discretion of the Board of Governors; however, such elements are not subject to review under this section. These additional elements may include the academic mission of the institution, academic program, utilities, public safety, architectural design, landscape architectural design, and facilities maintenance.

(5) Subject to the right of the university board of trustees to initiate the dispute resolution provisions of subsection (8), a campus master plan must not be in conflict with the comprehensive plan of the host local government and the comprehensive plan of any affected local governments. A campus master plan must be consistent with the state comprehensive plan.

(6) Before a campus master plan is adopted, a copy of the draft master plan must be sent for review or made available electronically to the host and any

affected local governments, the state land planning agency, the Department of Environmental Protection, the Department of Transportation, the Department of State, the Fish and Wildlife Conservation Commission, and the applicable water management district and regional planning council. At the request of a governmental entity, a hard copy of the draft master plan shall be submitted within 7 business days of an electronic copy being made available. These agencies must be given 90 days after receipt of the campus master plans in which to conduct their review and provide comments to the university board of trustees. The commencement of this review period must be advertised in newspapers of general circulation within the host local government and any affected local government to allow for public comment. Following receipt and consideration of all comments and the holding of an informal information session and at least two public hearings within the host jurisdiction, the university board of trustees shall adopt the campus master plan. It is the intent of the Legislature that the university board of trustees comply with the notice requirements set forth in s. 163.3184(11) to ensure full public participation in this planning process. The informal public information session must be held before the first public hearing. The first public hearing shall be held before the draft master plan is sent to the agencies specified in this subsection. The second public hearing shall be held in conjunction with the adoption of the draft master plan by the university board of trustees. Campus master plans developed under this section are not rules and are not subject to chapter 120 except as otherwise provided in this section.

(7) Notice that the campus master plan has been adopted must be forwarded within 45 days after its adoption to any affected person that submitted comments on the draft campus master plan. The notice must state how and where a copy of the master plan may be obtained or inspected. Within 30 days after receipt of the notice of adoption of the campus master plan, or 30 days after the date the adopted plan is available for review, whichever is later, an affected person who submitted comments on the draft master plan may petition the university board of trustees, challenging the campus master plan as not being in compliance with this section or any rule adopted under this section. The petition must state each objection, identify its source, and provide a recommended action. A petition filed by an affected local government may raise only those issues directly pertaining to the public facilities or services that the affected local government provides to or maintains within the campus or to the direct impact that campus development would have on the affected local government. A petition filed by an affected

person must include those items required by the uniform rules adopted under s. 120.54(5). Any affected person who files a petition under this subsection may challenge only those provisions in the plan that were raised by that person's oral or written comments, recommendations, or objections presented to the university board of trustees, as required by paragraph (2)(b). The university may, during the pendency of a challenge, negotiate a campus development agreement as provided in subsection (11).

(8) Following receipt of a petition challenging a campus master plan or plan amendment, the university board of trustees must submit the petition to the Division of Administrative Hearings of the Department of Management Services for assignment to an administrative law judge under ss. 120.569 and 120.57.

(a) If a party to the proceeding requests mediation, the parties have no more than 30 days to resolve any issue in dispute. The costs of the mediation must be borne equally by all of the parties to the proceeding.

(b) If the matter is not resolved within 30 days, the administrative law judge shall proceed with a hearing under ss. 120.569 and 120.57. The hearing shall be held in the county where the campus of the university subject to the amendment is located. Within 60 days after receiving the petition, the administrative law judge must, consistent with the applicable requirements and procedures of the Administrative Procedure Act, hold a hearing, identify the issues remaining in dispute, prepare a record of the proceedings, and submit a recommended order to the state land planning agency for final action. Parties to the proceeding may submit written exceptions to the recommended order within 10 days after the recommended order is issued. The state land planning agency must issue its final order no later than 60 days after receiving the recommended order.

(c) The final order of the state land planning agency is subject to judicial review as provided in s. 120.68.

(d) The signature of an attorney or party constitutes a certificate that he or she has read the pleading, motion, or other paper and that, to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay, or for economic advantage, competitive reasons, frivolous purposes, or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the division, upon motion or its own initiative, shall impose upon either the person who signed it or a represented party, or both, an appropriate sanction, which may include an order to pay to the

other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including reasonable attorney's fees.

(9) An amendment to a campus master plan must be reviewed and adopted under subsections (6)-(8) if such amendment, alone or in conjunction with other amendments, would:

(a) Increase density or intensity of use of land on the campus by more than 10 percent;

(b) Decrease the amount of natural areas, open space, or buffers on the campus by more than 10 percent; or

(c) Rearrange land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the county, the host local government, or any affected local government.

<sup>1</sup>(10) Upon adoption of a campus master plan, the university board of trustees shall draft a proposed campus development agreement for each local government and send it to the local government within 270 days after the adoption of the relevant campus master plan.

<sup>1</sup>(11) At a minimum, each campus development agreement:

(a) Must identify the geographic area of the campus and local government covered by the campus development agreement.

(b) Must establish its duration, which must be at least 5 years and not more than 10 years.

(c) Must address public facilities and services including roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and public transportation.

(d) Must, for each of the facilities and services listed in paragraph (c), identify the level-of-service standard established by the applicable local government, identify the entity that will provide the service to the campus, and describe any financial arrangements between the Board of Governors and other entities relating to the provision of the facility or service.

(e) Must, for each of the facilities and services listed in paragraph (c), determine the impact of existing and proposed campus development reasonably expected over the term of the campus development agreement on each service or facility and any deficiencies in such service or facility which the proposed campus development will create or to which it will contribute.

(f) May, if proposed by the university board of trustees, address the issues prescribed in paragraphs (d) and (e) with regard to additional facilities and services, including, but not limited to, electricity, nonpotable water, law enforcement, fire and emergency rescue, gas, and telephone.

(g) Must, to the extent it addresses issues addressed in the campus master plan and host local government comprehensive plan, be consistent with the adopted campus master plan and host local government comprehensive plan.

<sup>1</sup>(12)(a) Each proposed campus development agreement must clearly identify the lands to which the university board of trustees intends the campus development agreement to apply.

(b) Such land may include:

1. Land to be purchased by the university board of trustees and if purchased with state appropriated funds titled in the name of the board of trustees of the Internal Improvement Trust Fund for use by an institution over the life of the campus development agreement.

2. Land not owned by the board of trustees of the Internal Improvement Trust Fund if the university board of trustees intends to undertake development activities on the land during the term of the campus development agreement.

(c) Land owned by the Board of Trustees of the Internal Improvement Trust Fund for lease to the Board of Governors acting on behalf of the institution may be excluded, but any development activity undertaken on excluded land is subject to part II of chapter 163.

<sup>1</sup>(13) With regard to the impact of campus development on the facilities and services listed in paragraph (11)(c), the following applies:

(a) All improvements to facilities or services which are necessary to eliminate the deficiencies identified in paragraph (11)(e) must be specifically listed in the campus development agreement.

(b) The university board of trustees' fair share of the cost of the measures identified in paragraph (a) must be stated in the campus development agreement. In determining the fair share, the effect of any demand management techniques, which may include such techniques as flexible work hours and carpooling, that are used by the Board of Governors to minimize the offsite impacts shall be considered.

(c) The university board of trustees is responsible for paying the fair share identified in paragraph (b), and it may do so by:

1. Paying a fair share of each of the improvements identified in paragraph (a); or
2. Taking on full responsibility for the improvements, selected from the list of improvements identified in paragraph (a), and agreed to between the host local government and the Board of Governors, the total cost of which equals the contribution identified in paragraph (b).

(d) All concurrency management responsibilities of the university board of trustees are fulfilled if the university board of trustees expends the total amount of funds identified in paragraph (b) notwithstanding that the university board of trustees may not have undertaken or made contributions to some of the measures identified in paragraph (a).

(e) Capital projects included in the campus development agreement may be used by the local government for the concurrency management purposes.

(f) Funds provided by universities in accordance with campus development agreements are subject to appropriation by the Legislature. A development authorized by a campus development agreement may not be built until the funds to be provided pursuant to paragraph (b) are appropriated by the Legislature.

(14) A campus development agreement may not address or include any standards or requirements for onsite development, including environmental management requirements or requirements for site preparation.

(15) Once the university board of trustees and host local government agree on the provisions of the campus development agreement, the campus development agreement shall be executed by the university board of trustees and the host local government in a manner consistent with the requirements of s. 163.3225. Once the campus development agreement is executed, it is binding upon the university board of trustees and host local government. A copy of the executed campus development agreement must be sent to the state land planning agency within 14 days after the date of execution.

(16) If, within 180 days following the host local government's receipt of the proposed campus development agreement, the university board of trustees and host local government cannot reach agreement on the provisions of the campus development agreement, the following procedures for resolving the matter must be followed:

(a) The matter must be submitted to the state land planning agency, which has 60 days to hold informal hearings, if necessary.

(b) In deciding upon a proper resolution, the state land planning agency shall consider the nature of the issues in dispute, the compliance of the parties with this section, the extent of the conflict between the parties, the comparative hardships, and the public interest involved. In resolving the matter, the state land planning agency may prescribe, by order, the contents of the campus development agreement.

(17) Disputes that arise in the implementation of an executed campus development agreement must be resolved as follows:

(a) Each party shall select one mediator and notify the other in writing of the selection. Thereafter, within 15 days after their selection, the two mediators selected by the parties shall select a neutral, third mediator to complete the mediation panel.

(b) Each party is responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving disputes pursuant to the campus development agreement.

(c) Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute.

(d) Within 60 days after the convening of the panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.

(e) If either the university board of trustees or local government rejects the recommended resolution of the issues in dispute, the disputed issues must be resolved pursuant to the procedures provided by subsection (16).

(18) Once the campus development agreement is executed, all campus development may proceed without further review by the host local government if it is consistent with the adopted campus master plan and associated campus development agreement.

(19) A campus development agreement may be amended under subsections (10)-(16):

(a) In conjunction with any amendment to the campus master plan subject to the requirements in subsection (9).

(b) If either party delays by more than 12 months the construction of a capital improvement identified in the agreement.

(20) Any party to a campus development agreement or aggrieved or adversely affected person, as defined in s. 163.3215(2), may file an action for injunctive relief in the circuit court where the host local government is located to





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

**Planning Board-Regular**  
**Meeting Date:** 05/06/2014

**5. A.**

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**Agenda Item:**

Staff to present an Ordinance modifying multiple definitions in Articles 3, 6, and 11 of the Land Development Code, and establishing permitted and conditional use criteria for activities related to funeral, cemetery and consumer services throughout the County.

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

**Planning Board-Regular**  
**Meeting Date: 05/06/2014**

**5. B.**

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**Agenda Item:**  
Continuation of Land Development Code Review.

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