

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

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS. VERBAL REACTION OR APPLAUSE IS NOT APPROPRIATE.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners
Regular Meeting –February 3, 2011– 5:30 p.m.
Governmental Complex – First Floor

1. Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

2. Invocation – Pastor Darren McClellan, Perdido Bay United Methodist Church.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.
6. Special Recognition/Presentation:

A. Special Recognition - John S. Dosh, Escambia County Emergency Management, for receiving the Florida Emergency Preparedness Association's Emergency Manager of the Year Award; and

B. Presentation - Framed print from the Detention Division of the Escambia County Sheriff's Office to the Escambia County Commission.

7. Adoption/Ratification of Proclamations.

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

A. Adopt the Proclamation commending and congratulating Dr. Willie C. Green, Pastor of East Hill Church of God in Christ, for his elevation to the Office of Jurisdictional Bishop;

B. Ratify the Proclamation dated January 19, 2011, commending the men and women of Naval Aviation past and present on their achievements and congratulating them on 100 years of service; and

C. Ratify the Proclamation dated January 13, 2011, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr.

8. Written Communication:

A. December 3, 2010 - Communication from William H. Geiger and Cereza D. Geiger requesting that the Board forgive a Code Enforcement Lien against property located at 7245 Bruner Street; and

B. November 10, 2010 - Email communication from Ron and Susan Degraaf requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 7501 Jamesville Road.

9. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners, Escambia County, Florida, Meeting Schedule.

10. 5:31 p.m. Public Hearing to Consider the Petition to Vacate a Portion of Maywood Avenue.

That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the Vacation of a portion of Maywood Avenue (25 feet x approximately 565 feet = 14,125 square feet or 0.32 acres), as petitioned by the School Board of Escambia County:

- A. Approve the Petition to Vacate;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

11. 5:32 p.m. Second of Two Public Hearings Designating 7220 North Palafox Street as a Brownfield Area.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning designating 7220 North Palafox Street as a Brownfield Area:

- A. Adopt a Resolution of the Board of County Commissioners of Escambia County Florida, designating 7220 North Palafox Street as a Brownfield Area within Escambia County for the purpose of economic development and environmental rehabilitation; authorizing the Community & Environment Deputy Bureau Chief to notify the Department of Environmental Protection of said designation; providing for an effective date; and
- B. Authorize the Chairman to execute the Resolution.

12. 5:33 p.m. Public Hearing Concerning the Competency Board Ordinance.

Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt an Ordinance that will establish a new expiration date for contractor licenses based on the date of issuance and will authorize the Escambia County Contractor Competency board to designate the Building Official with the authority to grant reciprocity upon receipt of required documentation.

13. 5:35 p.m. Public Hearing Concerning the Dangerous or Vicious Animal Ordinance Amendment.

Recommendation: That the Board, at the 5:35 p.m. Public Hearing, adopt an Ordinance amending Chapter 10, Article I, Section 10-14, of the Escambia County Code of Ordinances, relating to the procedures for the classification of dangerous or vicious animals; providing for severability; providing for inclusion in the Code; providing for an effective date.

14. Reports:

Clerk of the Circuit Court & Comptroller's Report

Growth Management Report

County Administrator's Report

County Attorney's Report

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-385

Item #: 7.

BCC Regular Meeting

Date: 02/03/2011
Issue: Adoption/Ratification of Proclamations.
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

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

- A. Adopt the Proclamation commending and congratulating Dr. Willie C. Green, Pastor of East Hill Church of God in Christ, for his elevation to the Office of Jurisdictional Bishop;
- B. Ratify the Proclamation dated January 19, 2011, commending the men and women of Naval Aviation past and present on their achievements and congratulating them on 100 years of service; and
- C. Ratify the Proclamation dated January 13, 2011, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr.

BACKGROUND:

Various bureaus, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations. Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, Dr. Willie C. Green, Th.D, a native of Quincy, Florida, is the Pastor of East Hill Church of God in Christ in Pensacola, Florida ; and

WHEREAS, Dr. Green committed his life to Christ at an early age in January of 1970; and

WHEREAS, as a boy preacher, Dr. Green conducted revivals and shut-ins throughout many churches in the Florida Panhandle; and

WHEREAS, in 1972, Dr. Green accepted a scholarship to the University of South Florida in Tampa where he received his Bachelor's Degree; and

WHEREAS, Dr. Green continued his education, earning a Master's Degree in Education Leadership from Florida State University and a Doctorate of Theology in Christian Counseling from Slidell Baptist University; and

WHEREAS, Dr. Green's most recent accomplishment is his appointment to the elevation of Jurisdictional Prelate of the Northwest Florida Jurisdiction.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, joins the members of the East Hill Church of God in Christ, in commending and congratulating Dr. Willie C. Green, on his prestigious appointment of Jurisdictional Prelate of the Northwest Florida Jurisdiction and offers sincere appreciation for his service to the church and the community.

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

Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: February 3, 2011

PROCLAMATION

WHEREAS, in 1910 aviation became a part of the Navy's organizational structure. In September 1910, a keen-minded engineer named Washington Irving Chambers became the central point of contact for aviation matters in the Navy Department. During his three years on the job, Captain Chambers devoted all his energies and intellect to generating interest in aviation in the U.S. Navy; and

WHEREAS, in early 1911, the Navy devoted its first resources to aviation – the first money had been appropriated, the first aviation camp had been selected, the first aircraft had been purchased, the first pilot had qualified, and the first naval officer reported for flight training; and

WHEREAS, a Board, under the Leadership of Captain Washington Irving Chambers, conducted the first real study of aviation. As a result of that study, a recommendation was made to establish a ground and flight training center in Pensacola, Florida; and

WHEREAS, on January 20, 1914, the Officer in Charge, Lieutenant John H. Tower and the aviation unit from Annapolis, Maryland, arrived in Pensacola, Florida, to set up a flying school. This unit consisted of 9 officers, 23 men, 7 aircraft, portable hangers and other gear and was transported to Pensacola aboard the USS Mississippi and the USS Orion; and

WHEREAS, Lieutenant Commander Henry C. Mustin, in command of the station ship Mississippi was also in command of the aeronautic station. From these humble beginnings, these young men forged ahead to create the first and foremost air station in the United States Navy; and

WHEREAS, Pensacola remained the Navy's only air station into World War I, and by the war's end, had trained 1,000 aviators. Even today, Naval Air Station Pensacola is internationally known as the "Cradle of Naval Aviation";

WHEREAS, on January 20, 2011, Naval Air Station Pensacola will begin the celebration of the Centennial of Naval Aviation with a kick-off ceremony at the historic landmark pavilion on board Naval Air Station Pensacola, where Lieutenant Commander Mustin began it all in 1914.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby commends the men and women of Naval Aviation past and present on their achievements and congratulates them on 100 years of service.

BE IT FURTHER PROCLAIMED, that the Board of County Commissioners wishes Naval Air Station Pensacola a happy 97th birthday.

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



Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One


Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four



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


Doris Harris
Deputy Clerk

Dated: January 19, 2011

PROCLAMATION

WHEREAS, the Dr. Martin Luther King, Jr., Commemorative Celebration Commission, which was formerly established on September 23, 1987, is to be commended for its efforts in bringing about the observance of the Federal and State Holiday honoring Dr. Martin Luther King, Jr., on the third Monday of January in the County of Escambia; and

WHEREAS, the County of Escambia hereby sanctions the goals of this Commemoration in Dr. King's honor; and

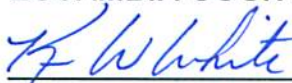
WHEREAS, his words and teachings of nonviolence and his belief that "Man must evolve for all human conflict a method which rejects revenge, aggression and retaliation. The foundation of such a method is love"; and

WHEREAS, this great American lived, served and died for a better nation, and the County of Escambia supports his legacy as it leads us to strive for a better community and nation; and

WHEREAS, may his lexis that we be judged by the content of our character persevere.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, encourages all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration – "We are not made by history – We are makers of History".

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



Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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


Doris Harris
Deputy Clerk

Dated: January 13, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-308

Public Hearings Item #: 10.

BCC Regular Meeting

Date: 02/03/2011

Issue: 5:31 p.m. Public Hearing to Consider the Petition to Vacate a Portion of Maywood Avenue.

From: Joy D. Blackmon, P.E., Bureau Chief

Organization: Public Works-Infrastructure Branch

CAO Approval:

RECOMMENDATION:

That the Board, at the 5:31 p.m. Public Hearing, take the following action concerning the Vacation of a portion of Maywood Avenue (25 feet x approximately 565 feet = 14,125 square feet or 0.32 acres), as petitioned by the School Board of Escambia County:

- A. Approve the Petition to Vacation;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

BACKGROUND:

The School Board of Escambia County owns property in Section 39, Township 1 South, Range 31 West, Escambia County, Florida, which is the site of Bellview Middle School. The School Board of Escambia County is requesting that the Board vacate any interest the County has in the unopened portion of Maywood Avenue (25 feet x approximately 565 feet = 14,125 square feet or 0.32 acres), which extends east to west through the School property. The portion of Maywood Avenue requested to be vacated is a 25' wide unopened right-of-way, as shown on the plat of Bellview Heights Subdivision as recorded in Plat Book 1 at Page 27 of the public records of Escambia County, Florida. Staff has made no representations to the Petitioner or Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objections to the proposed vacation. All utility companies concerned have been contacted and have no objection to the requested vacation provided a utility easement is retained with the understanding that the County will not be responsible for the maintenance of the easement. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the vacation, the necessary documents will be signed and delivered to the Petitioner or to the Petitioner's Agent, who will have them recorded in the public records and will have notices published. Staff has been in contact with Donald P. Jehle, P.E., jehle-halstead, inc. as agent for the Petitioner. It is the responsibility of Petitioner or Petitioner's agent to advertise the Notice of Public Hearing.

Attachments

Petition

Hold Harmless Agreement

Resolution

Adoption

Map

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a
Portion of north half and south half of Maywood Avenue (25' R/W)

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

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

LEGAL DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2 OF SAID BELLVIEW HEIGHTS AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19, BLOCK 2, OF SAID BELLVIEW HEIGHTS.

ALONG AND TOGETHER WITH

THAT PORTION OF THE SOUTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 18, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALSO:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22, BLOCK 2 OF SAID BELLVIEW HEIGHTS, AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 22, BLOCK 2, BELLVIEW HEIGHTS.

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 23, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALL LYING AND BEING IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

2. That the Petitioner(s), School Board of Escambia County
desire(s) that the Board of County Commissioners surrender, renounce and disclaim
any right of the County and the public in and to that portion of the public road rights-of-
way, alleyway, or other land described above and lying and being in Section(s) 39
Township 1S Range 31 West and recorded in Plat Book 1 Page 27 of the public
records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

School Board of Escambia County
Corporation of Company Name

Ron Peacock
Petitioner(s) Name

30 E. Texar Drive
Street Address

Pensacola FL
City State

850-469-5669
Phone Number

Donald P. Jehle, P.E., jehle-halstead, inc.
Agent's Name

850-434-0059 x 101
Agent's Phone Number

Date

HOLD/HARMLESS AGREEMENT

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

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

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

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

LEGAL DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2 OF SAID BELLVIEW HEIGHTS AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19, BLOCK 2, OF SAID BELLVIEW HEIGHTS.

ALONG AND TOGETHER WITH

THAT PORTION OF THE SOUTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 18, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALSO:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22, BLOCK 2 OF SAID BELLVIEW HEIGHTS, AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 22, BLOCK 2, BELLVIEW HEIGHTS.

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' R/W) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 23, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALL LYING AND BEING IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

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

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

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

Executed in the presence of:

Kim O'Dell

Witness Kim O'Dell

Print or type name Carolyn L. Reeves

Witness CAROLYN L. REEVES

Print or type name

School Board of Escambia County
Corporation or Company Name

Ron Peacock

Petitioner(s) Ron Peacock

Print or type name(s)

Title: Director of Facilities

Date: 1/10/11

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of January, 2011, by Ron Peacock as Petitioner of School Board of Escambia County. He/She is () personally known to me, () produced current Florida/Other N.A. driver's license as identification, and/or () produced current N.A. as identification.

Sharon Lottie Rowley

Notary Public

Sharon Lottie Rowley
Print or type name

(Notary Seal must be affixed)

Commission Expires:
Commission



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____

Grover G. Robinson, IV, Chairman
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

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

RESOLUTION NUMBER R _____ - _____

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

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

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

LEGAL DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2 OF SAID BELLVIEW HEIGHTS AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19, BLOCK 2, OF SAID BELLVIEW HEIGHTS.

ALONG AND TOGETHER WITH

THAT PORTION OF THE SOUTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 18, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALSO:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22, BLOCK 2 OF SAID BELLVIEW HEIGHTS, AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 22, BLOCK 2, BELLVIEW HEIGHTS.

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 23, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALL LYING AND BEING IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

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

WHEREAS, Petitioner(s), School Board of Escambia County, has caused to be published on January 11th, A.D., 2011, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 PM on February 3, 2011 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

1. That the motion to vacate is hereby adopted and approved.

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

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2 OF SAID BELLVIEW HEIGHTS AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19, BLOCK 2, OF SAID BELLVIEW HEIGHTS.

ALONG AND TOGETHER WITH

THAT PORTION OF THE SOUTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 18, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALSO:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22, BLOCK 2 OF SAID BELLVIEW HEIGHTS, AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 22, BLOCK 2, BELLVIEW HEIGHTS.

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ALL LYING AND BEING IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

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

NOTICE IS HEREBY GIVEN that on February 3rd, A.D., 2011, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

LEGAL DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2 OF SAID BELLVIEW HEIGHTS AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 19, BLOCK 2, OF SAID BELLVIEW HEIGHTS.

ALONG AND TOGETHER WITH

THAT PORTION OF THE SOUTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 18, BLOCK 2 OF SAID BELLVIEW HEIGHTS.

ALSO:

THAT PORTION OF THE NORTH HALF OF MAYWOOD AVENUE (25' RW) AS SHOWN ON THE PLAT OF BELLVIEW HEIGHTS ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 22, BLOCK 2 OF SAID BELLVIEW HEIGHTS, AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 22, BLOCK 2, BELLVIEW HEIGHTS.

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ALL LYING AND BEING IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

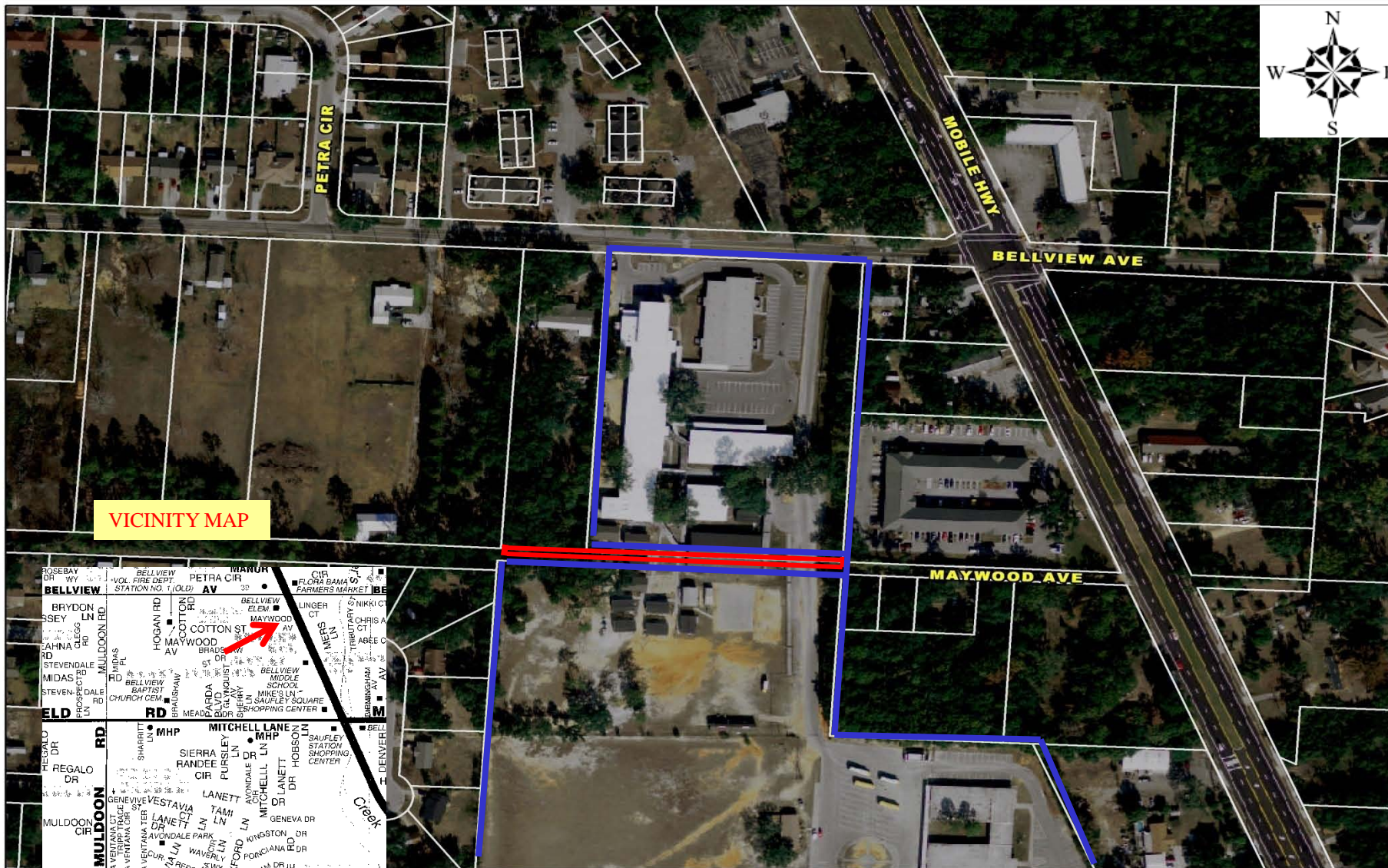
and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this _____ day of _____, A.D., 2011.

Board of County Commissioners
Escambia County, Florida

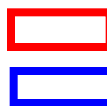
PORTION OF MAYWOOD AVENUE REQUESTED TO BE VACATED

Petitioners: Escambia County School Board



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

JCC 06/24/10 DISTRICT 1



Portion of Maywood Avenue requested to be Vacated

Escambia County School Board



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-314

Item #: 11.

BCC Regular Meeting

Date: 02/03/2011

Issue: 5:32 p.m. Second of Two Public Hearings Designating 7220 North Palafox Street a Brownfield Area.

From: Keith Wilkins, REP

Organization: Comm & Env Neigh Redevelopment

CAO Approval:

RECOMMENDATION:

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning designating 7220 North Palafox Street as a Brownfield Area:

A. Adopt a Resolution of the Board of County Commissioners of Escambia County Florida, designating 7220 North Palafox Street as a Brownfield Area within Escambia County for the purpose of economic development and environmental rehabilitation; authorizing the Community & Environment Deputy Bureau Chief to notify the Department of Environmental Protection of said designation; providing for an effective date; and

B. Authorize the Chairman to execute the Resolution.

BACKGROUND:

Escambia County has received an Application for Brownfield Site Designation of property located at 7220 North Palafox Street by Mr. Robert Slate of Strategic Systems, Inc., on behalf of the Carlisle Development Group, Inc. The Carlisle Group plans to build new affordable housing units on the site. The project will be consistent with the land use plan by reducing slum and blight and increasing the availability of affordable housing.

As an affordable housing project, the site meets the requirements for State Brownfield redevelopment incentives. The applicant will not request any local funding but will use the designation to apply for incentives available through Enterprise Florida.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

Escambia County Legal Office has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute requires two advertised public hearings to allow for public comment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution_Legal Description_Maps

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING 7220 NORTH PALAFOX STREET AS A BROWNFIELD AREA WITHIN ESCAMBIA COUNTY FOR THE PURPOSE OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION; AUTHORIZING THE COMMUNITY & ENVIRONMENT DEPUTY BUREAU CHIEF TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§ 376.77-85, Florida Statutes, the State of Florida has provided for the designation, by resolution, of certain contiguous areas consisting of one or more Brownfield sites as "Brownfield Areas," and for the corresponding provision of economic development and environmental remediation for such areas; and

WHEREAS, Escambia County wishes to notify the Florida Department of Environmental Protection of its decision to designate a Brownfield Area for rehabilitation for purposes of §§ 376.77-85, Florida Statutes; and

WHEREAS, Escambia County has considered the criteria set forth in §§ §376.80(2)(a)1.4., Florida Statutes, namely whether the proposed Brownfield Area warrants economic development and has a reasonable potential for such activities, whether the area represents a reasonably focused approach and is not overly large in geographic coverage, whether the area has potential to interest the private sector in participating in rehabilitation, and whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

WHEREAS, the notice and public hearing requirements set forth in §125.66(4)(b), Florida Statutes, have been followed. Notices were published in the Pensacola News Journal on January 8, 2011, and January 22, 2011, and two public hearings were held on January 20, 2011, at 5:33 p.m. and February 3, 2011, at 5:32 p.m.; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the citizens of Escambia County that 7220 North Palafox Street be designated a Brownfield Area.

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

Section 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

Section 2. That the Area depicted in Exhibits A-1 through A-3, attached hereto and incorporated by reference shall be designated as the 7220 North Palafox Street Brownfield Area for rehabilitation in accordance with the intent of §§ 376.77-85, Florida Statutes.

Section 3. That Escambia County shall be the entity responsible for the administration of the Brownfields Program pursuant to Section 376.80, Florida Statutes. However, such designation shall not render Escambia County liable for costs of site rehabilitation or source removal, as those terms are defined in §376.79(14) and (15), Florida Statutes, or for any other costs, above and beyond those costs attributable to the County's role as administrator of the Brownfields Site Rehabilitation Program and as a property owner within the designated Brownfield Area.

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

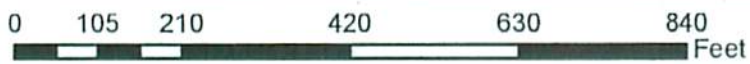
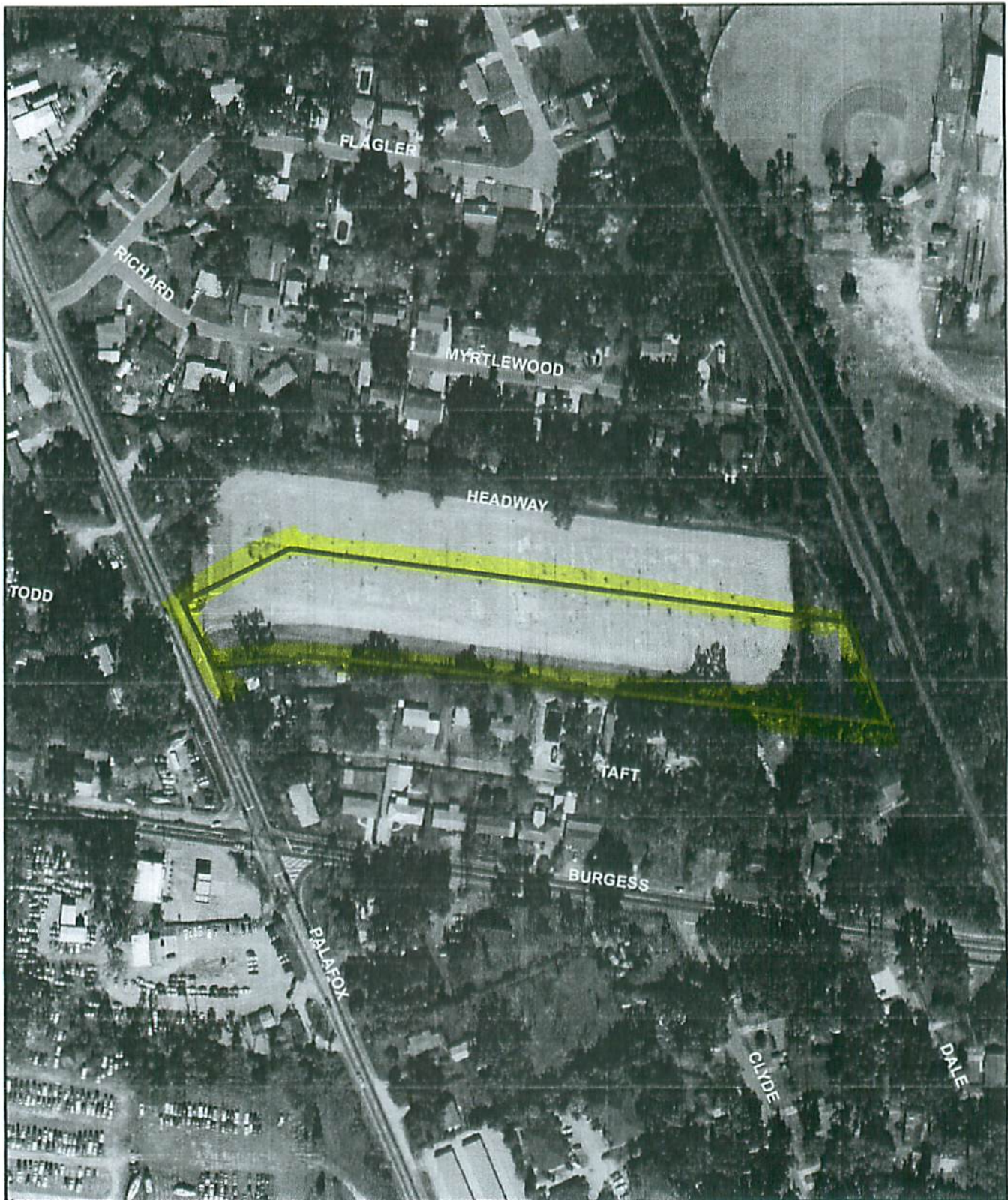
This document approved as to form
and legal sufficiency

By: [Signature]

Title: AC

Date: 12/1/10

Palafox Landing Proposed Brownfield Designation



File Number: 05-5715

EXHIBIT "A"

PARCEL 1:

A portion of Lots 8 & 9, West of the L & N Railroad, according to Plat of Subdivision of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, recorded in Deed Book 2 at Page 90 of the Public Records of said County, described as follows:

Commencing at the intersection of the South line of Section 21, Township 1 South, Range 30 West, and the Westerly right of way line of the L & N Railroad (100' R/W); thence run North 31° 05' West and along said right-of-way line for 386.10' to the point of beginning; thence continue North 31° 05' West for 386.10'; thence run North 89° 40' 24" West for 856.68'; thence run South 0° 10' 30" East for 21.14'; thence run South 89° 49' 30" West for 150.0'; thence run South 0° 10' 30" East for 273.60' to the easterly right of way line of State Highway #95 (66' R/W); thence run South 30° 24' 30" East and along said right of way line for 128.38'; thence run North 75° 35' 30" East for 123.20'; thence run North 17° 09' 30" West for 8.10'; thence run North 89° 41' 29" East for 180.02'; thence run North 0° 19' 36" East for 15.0'; then run North 88° 33' 36" East for 675.33'; then run South 89° 40' 24" East for 167.97' to the Point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A portion of Lots 8 & 9, West of the L & N Railroad, according to the Plat of Subdivision of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, recorded in Deed Book 2 at Page 90 of the Public Records of said County, described as follows:

Commencing at the intersection of the South line of Section 21, Township 1 South, Range 30 West, and the Westerly right of way line of the L & N Railroad (100' R/W); thence run North 31° 05' West and along said right-of-way line for 386.10' to the point of beginning; thence continue North 31° 05' West for 192.56'; thence run North 89° 40' 24" West for 903.86'; thence run South 42° 15' 04" West for 251.26' to the Easterly right of way line of State Highway # 95 (66' R/W); thence run South 30° 24' 30" East (actual South 30° 26' 30" East) and along said right of way line for 128.38'; thence run North 75° 35' 30" East for 123.20'; thence run North 17° 09' 30" West for 8.10' (actual North 17° 29' 25" West - 8.13'); thence run North 89° 41' 29" East for 180.02' (actual North 89° 39' 52" East - 180.07'); thence run North 0° 19' 36" East for 15.0 feet (actual North 00° 17' 48" East); thence run North 88° 33' 36" East for 675.33' (actual North 88° 30' 37" East - 374.93 feet); thence run South 89° 40' 24" East for 167.97' to the Point of beginning.

PARCEL 2:

A portion of Lots 8 & 9, West of the L & N Railroad, according to the Plat of Subdivision of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, recorded in Deed Book 2 at Page 90 of the Public Records of said County, described as follows:

Commencing at the intersection of the South line of Section 21, Township 1 South, Range 30 West, and the Westerly right of way line of the L & N Railroad (100' R/W); thence run North 31° 05' West and along said right-of-way line for 386.10' to the point of beginning; thence continue North 31° 05' West for 192.56'; thence run North 89° 40' 24" West for 903.86'; thence run South 42° 15' 04" West for 251.26' to the Easterly right of way line of State Highway # 95 (66' R/W); thence run South 30° 24' 30" East (actual South 30° 26' 30" East) and along said right of way line for 128.38'; thence run North 75° 35' 30" East for 123.20'; thence run North 17° 09' 30" West for 8.10' (actual North 17° 29' 25" West - 8.13'); thence run North 89° 41' 29" East for 180.02' (actual North 89° 39' 52" East - 180.07'); thence run North 0° 19' 36" East for 15.0 feet (actual North 00° 17' 48" East); thence run North 88° 33' 36" East for 675.33' (actual North 88° 30' 37" East - 374.93 feet); thence run South 89° 40' 24" East for 167.97' to the Point of beginning.

Escambia County Property Appraiser
211S301101002009 - Full Legal Description

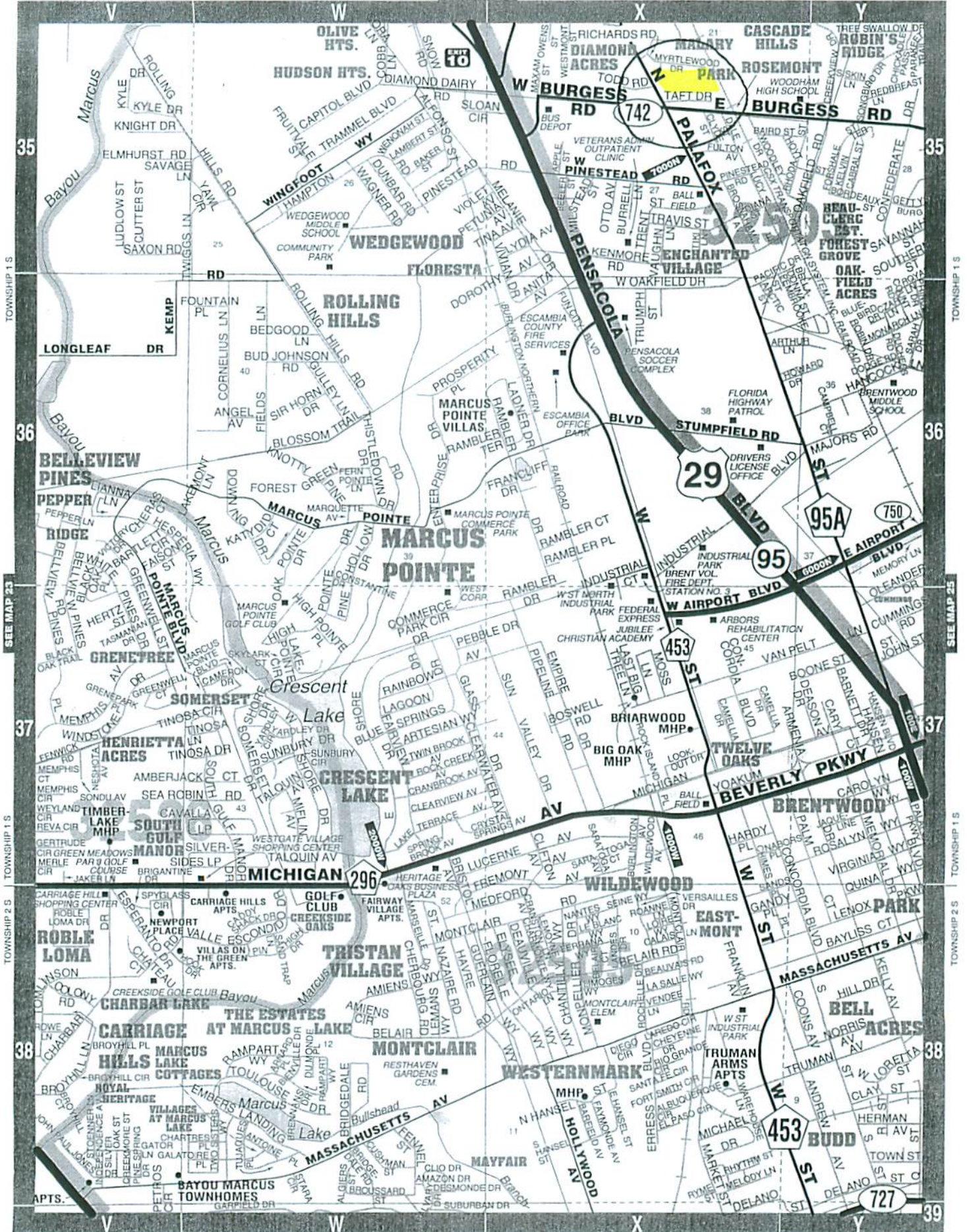
BEG AT INTER OF S LI OF SEC & WLY R/W LI OF L & N RR (100 FT R/W) N 31 DEG 05 MIN W ALG SD R/W LI 386 10/100 FT FOR POB N 31 DEG 05 MIN W 192 56/100 FT N 89 DEG 40 MIN 24 SEC W 903 86/100 FT S 42 DEG 15 MIN 04 SEC W 251 26/100 FT TO ELY R/W LI OF ST HWY 95 (66 FT R/W) S 30 DEG 24 MIN 30 SEC E 128 38/100 FT N 75 DEG 35 MIN 30 SEC E 123 20/100 FT N 17 DEG 09 MIN 30 SEC W 8 10/100 FT N 89 DEG 41 MIN 29 SEC E 180 02/100 FT N 0 DEG 19 MIN 36 SEC E 15 FT N 88 DEG 33 MIN 36 SEC E 675 33/100 FT S 89 DEG 40 MIN 24 SEC E 167 97/100 FT TO POB PORTION OF LTS 8 & 9 W OF RR PLAT DB 2 P 90 OR 5718 P 321 LESS OR 5825 P 521 STATE RD R/W

BELLVIEW, MONTCLAIR, MAYFAIR, CRESCENT LAKE, MARCUS POINTE

RANGE 30 W

SEE MAP 18

RANGE 30 W





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-353

Public Hearings Item #: 12.

BCC Regular Meeting

Date: 02/03/2011

Issue: 5:33 p.m. Public Hearing Concerning the Competency Board Ordinance.

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt an Ordinance that will establish a new expiration date for contractor licenses based on the date of issuance and will authorize the Escambia County Contractor Competency board to designate the Building Official with the authority to grant reciprocity upon receipt of required documentation.

BACKGROUND:

At the January 20, 2011 meeting, the Board scheduled a public hearing to consider adopting an Ordinance that would amend the Competency Board Ordinance. Chapter 18, Article II of the Escambia County Code of Ordinances establishes the Escambia County Contractor Competency Board and vests the Competency Board with certain duties related to the licensing of contractors in Escambia County. The Escambia County Building Official has identified two areas where greater efficiencies may occur in the administration of the Competency Board's licensing program. First, he believes that establishing a new expiration date for certificates based on the issuance date, rather than the certificate holder's birth date, would allow County staff to utilize more efficient computer programming. Second, he requests that the Competency Board vest him with the ability to grant reciprocal licenses when there is no question of the requesting party's credentials. Both changes will require amendments to Chapter 18, Article II. The Building Official has presented both requests to the Competency Board and they concur with the necessity of the amendments.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Ryan E. Ross, drafted the amendment to the Ordinance and it was advertised in the Pensacola News Journal on Saturday, January 22, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Competency Board Ordinance

PNJ Proof of Publication

1 **WHEREAS**, the Board of County Commissioners finds that these amendments will result
2 in a more efficient and expeditious licensing program for contractors operating in Escambia
3 County, and that the amendments therefore advance the public health, safety, and welfare.

4 **NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY**

5 **COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

6 **SECTION 1.**

7 Chapter 18, Article II, Division 1, Section 18-35 of the Escambia County Code of
8 Ordinances is hereby amended to read as follows:

9 **Sec. 18-35. License reciprocity with other counties in Florida.**

10 (a) *Conditions.* It shall be a requirement of the issuance of a reciprocal license
11 that the applicant has met the following conditions in order to receive a license in this
12 county under the provisions of this section:

13 (1) The candidate for licensure must have taken for the license for which he or
14 she is applying and received a passing grade of 75 percent on examination
15 administered and graded by an authorized testing agency.

16 (2) The applicant's examination must be equivalent to the examination given in
17 Escambia County for the license being sought.

18 (3) The candidate for licensure must have satisfied the experience and other
19 requirements set forth in F.S. § 489.111.

20 (b) *Procedure.* If the licensed applicant from another county seeks a reciprocal
21 license under the provisions of this section he or she must obtain a letter of verification
22 from that county's contractor licensing authority. Such letter will verify the type of
23 license that the applicant currently holds and a statement that the applicant has taken
24 the current licensing examination and the grade received on it. The applicant also must

1 provide verification to the county from the testing company of his or her score. This
2 information will be submitted to the licensing board for which a license is being sought,
3 along with the proper application. If the applicant has met the requirements of this
4 section, the licensing board will review and approve the application, and the applicant
5 may then pay the fee to the county and receive a license. The contractor competency
6 board, acting as the licensing board, may delegate its authority under this section to the
7 county building official; however, if there is a question as to the authenticity of the letter
8 of certification or any information submitted with the application, the county building
9 official shall present the question to the contractor competency board pursuant to
10 subsection 18-35(c).

11 (c) *Confirmation.* The contractor competency board is authorized to confirm the
12 status of the applicant's license in the sponsoring county if there is a question as to the
13 authenticity of the letter of certification and all information submitted with the application.

14 (d) *Fee.* The fee for the issuance of a reciprocal license under this section shall
15 be the same as the issuance of an initial license in this county, which fee shall be paid
16 to the licensing clerk in this county at the time of issuance of the county license.

17 (e) *License status.* Upon the issuance of a license in this county, the licensee
18 shall be bound by all the rules, regulations, laws, and ordinances of the county and will
19 be entitled to the rights and privileges of a licensee in the same manner and to the
20 same extent as if the license had been initially issued in this county.

21 **SECTION 2.**

22 Chapter 18, Article II, Division 3, Section 18-80 of the Escambia County Code of
23 Ordinances is hereby amended to read as follows:

1 **Sec. 18-80. Certificate termination.**

2 (a) *Expiration of certificates of competency.* Certificates of competency issued
3 prior to March 1, 2011 shall expire on the birthdate of the license holder. Certificates of
4 competency issued on or after March 1, 2011 shall expire one calendar year (365
5 calendar days) after issuance.

6 (1) Failure to renew certificates of competency during the ~~license holder's birth~~
7 ~~month of the renewal year~~ expiration date shall cause such certificates to become
8 invalid and it is unlawful thereafter for any person to engage or offer to engage, or hold
9 himself or herself out as engaged in, contracting under the certificate unless such
10 certificate is restored or reissued.

11 (2) A certificate which is invalid because of failure to timely renew shall be
12 automatically restored if the application for renewal and payment of the proper renewal
13 fee are made within 90 days after the ~~license holder's birthdate~~ expiration date. The
14 renewal fee for restoration within this time period shall be equal to the current
15 application fee plus the required renewal fee set by resolution of the board of county
16 commissioners pursuant to section 18-82.

17 **SECTION 3. SEVERABILITY**

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

21 **SECTION 4. INCLUSION IN CODE**

22 It is the intention of the Board of County Commissioners that the provisions of
23 this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2009); and

1 that the sections, subsections and other provisions of this Ordinance may be
2 renumbered or relettered and the word "ordinance" may be changed to "section,"
3 "article," or such other appropriate word or phrase in order to accomplish such
4 intentions.

5 **SECTION 5. EFFECTIVE DATE**

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

7 **DONE AND ENACTED THIS ____ DAY OF _____, 2011.**

8

9

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

10

11

12

13

Kevin W. White, Chairman

14

15

16

17

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

18

19

20

Deputy Clerk

21

22

23

(Seal)

24

25

26

Enacted: _____

27

Filed with Department of State: _____

28

Effective: _____

29

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Anna Hammes who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a legal advertisement in the matter of:

Notice of Intent to Adopt a County Ordinance

Was published in said newspaper in the issue(s) of:

January 22, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County and Santa Rosa County, Florida, and that the said newspaper has heretofore been published in said Escambia County and Santa Rosa County, Florida, and has been entered as second class matter at the Post Office in said Escambia County and Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me 24th Day of January, 2011, by Anna Hammes who is personally known to me.

 _____ Affiant

 _____ Notary Public

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, February 3, 2011 at 8:33 p.m.** in the BCC Meeting Room, Escambia County Government Complex, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, DIVISION 1, SECTION 18-38(b) OF THE ESCAMBIA COUNTY CODE OF ORDINANCES BY AUTHORIZING THE ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD TO DELEGATE ITS JURISDICTION TO GRANT RECIPROCAL LICENSES TO THE ESCAMBIA COUNTY BUILDING OFFICIAL; AMENDING CHAPTER 18, ARTICLE II, DIVISION 3, SECTION 18-80 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES BY ESTABLISHING A ONE-YEAR EXPIRATION AND RENEWAL DATE FOR CERTIFICATES OF COMPETENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Escambia County Government Complex, Deputy Clerk's Office, 221 Palafox Place, Suite 130.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

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

Legal No. 1506686 1T January 22, 2011

GRANT PAQUIN
Notary Public, State of Florida
My Commission Expires May 31, 2014
Commission No. DD996828



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-354

Public Hearings Item #: 13.

BCC Regular Meeting

Date: 02/03/2011

Issue: 5:35 p.m. Public Hearing Concerning the Dangerous or Vicious Animal Ordinance Amendment.

From: Kristin D. Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation: That the Board, at the 5:35 p.m. Public Hearing, adopt an Ordinance amending Chapter 10, Article I, Section 10-14, of the Escambia County Code of Ordinances, relating to the procedures for the classification of dangerous or vicious animals; providing for severability; providing for inclusion in the Code; providing for an effective date.

BACKGROUND:

At its January 20, 2011 meeting, the Board scheduled a public hearing to consider amending Section 10-14 of the Escambia County Code of Ordinances. This section was previously ruled unconstitutional as part of an Order entered by the County Court of Escambia County in the matter of State of Florida v. Anthony S. Davis. The Office of the County Attorney is requesting that the Board consider amending the provision relating to the procedures for classifying a dangerous or vicious animal to conform with the requirements of state law and provide the necessary constitutional protections.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, drafted the proposed ordinance. The proposed ordinance was advertised in the Pensacola News Journal on Saturday, January 22, 2011, and the Proof of Publication is attached.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Draft Ordinance

Order

Proof of Publication

1 that is the subject of a dangerous dog investigation shall be immediately impounded by
2 the animal control authority and shall remain impounded pending the outcome of the
3 investigation if deemed necessary to protect the public. Animal Control Officers are
4 hereby authorized to confiscate dogs that are the subject of dangerous dog
5 investigations, and the Director is hereby authorized to institute appropriate proceedings
6 in any court of competent jurisdiction if necessary to effectuate the seizure of the dog.
7 The Animal Control Officer shall issue the responsible party a written notice of the
8 confiscation. The owner shall be responsible for payment of all boarding costs and fees
9 incurred during the investigation.

10
11 (2c) A dog shall not be declared dangerous if the threat, injury, or damage was
12 sustained by a person who, at the time, was unlawfully on the property, or while lawfully
13 on the property was tormenting, abusing, or assaulting the dog or its owner or a family
14 member. No dog may be declared dangerous if the dog was protecting or defending a
15 human being within the immediate vicinity of the dog from an unjustified attack or
16 assault.

17
18 (d) Within ten (10) business days of impoundment, the owner may file a petition with
19 the director of animal control requesting custody of the animal during the investigation
20 and the petition shall be granted or denied at the discretion of the director of animal
21 control. Any animal that is the subject of a dangerous dog investigation, that is not
22 impounded with the animal control authority shall be humanely and safely confined by
23 the owner in a secure or proper enclosure pending the outcome of the investigation and
24 resolution of any related proceedings. The address of where the animal is confined
25 during the investigation shall be provided to the animal control authority. No animal that
26 is the subject of an investigation may be relocated or ownership transferred pending the
27 outcome of the investigation or any proceedings related thereto.

28
29 (e) After the dangerous dog investigation is concluded, the animal control authority
30 shall make an initial determination as to whether there is sufficient cause to classify the
31 dog as dangerous and shall afford the owner an opportunity for a hearing prior to
32 making a final determination. The animal control authority shall provide written
33 notification of the sufficient cause finding to the owner by registered mail, certified hand
34 delivery, or service provided in conformance with the provisions of F.S. ch. 48, relating
35 to service of process.

36
37 (f) Within seven (7) calendar days from the date of receipt of the notification of the
38 sufficient cause finding, the owner may file a written request with the animal control
39 authority for a hearing with the County Special Magistrate and, if requested, the hearing
40 shall be held no sooner than five (5) but no more than 21 calendar days after receipt of
41 the request from the owner. The hearing shall be conducted before the County Special
42 Magistrate, who shall timely provide notice of hearing by registered mail, certified hand
43 delivery or service provided in conformance with the provisions of F.S. ch. 48, relating to
44 service of process. In hearings before the County Special Magistrate, formal rules of
45 evidence shall not apply, but fundamental due process shall be observed and govern all

1 proceedings. The Special Magistrate shall decide the issues based upon the
2 preponderance of the evidence.

3
4 (g) If the owner cannot appear at any hearing scheduled by the County Special
5 Magistrate, the owner shall contact the animal control authority no later than 24 hours
6 prior to the hearing, requesting a continuance to the next available hearing date. If the
7 owner fails to appear at the rescheduled classification hearing, the owner shall be
8 deemed to have waived his or her right to appear at the hearing. In such case, the
9 Special Magistrate shall proceed with the hearing and shall notify the owner in writing of
10 the outcome of the proceeding.

11
12 (h) After the hearing, the Special Magistrate shall provide written notice of said
13 determination to the owner by registered mail, certified hand delivery or service
14 provided in conformance with the provisions of F.S. ch. 48, relating to service of
15 process.

16
17 (i) If the dog is classified as dangerous, the owner may file a written request for a
18 hearing in the county court to appeal the classification within ten (10) business days
19 after receipt of the Special Magistrate's determination. The county court shall thereafter
20 conduct a hearing on the issue as to whether the animal should be classified as
21 dangerous and review the Special Magistrate's determination de novo. If the animal is
22 in the owner's custody, the owner must confine the animal in a securely fenced or
23 enclosed area pending resolution of the appeal. If the animal remains impounded, the
24 owner shall be responsible for payment of all boarding costs and fees incurred pending
25 resolution of the appeal.

26
27 (ej) Within ~~30~~ 14 days after a dog is classified as dangerous by the Special Magistrate
28 and the determination is upheld on appeal, the owner must obtain a certificate of
29 registration for the dog from the animal control authority serving the area in which he or
30 she resides, and the certificate shall be renewed annually. The animal control authority
31 is authorized to issue such certificates of registration and renewals only to persons who
32 are at least 18 years of age and who present to the animal control authority sufficient
33 evidence of:

34 (1) A current certificate of rabies vaccination for the dog, current animal license tag,
35 and proof of sterilization from a certified veterinarian licensed in any state;

36 (2) A proper enclosure to confine a dangerous dog and the posting of the premises
37 with a clearly visible warning sign at all entry points that informs both children and adults
38 of the presence of a dangerous dog on the property;

39 (3) Permanent identification of the dog, such as a ~~tattoo on the inside thigh or~~
40 electronic implantation; and

41 (4) Payment of annual registration fee to animal control authority. The appropriate
42 governmental unit may impose an annual fee for the issuance of certificates of
43 registration required by this section.

44
45 (ek) The owner shall immediately notify the appropriate animal control authority when
46 a dog that has been classified as dangerous:

- 1 (1) Is loose or unconfined;
2 (2) Has bitten a human being or attacked another animal;
3 (3) Is sold or given away, or dies; or
4 (4) Is moved to another address.

5
6 (e) Prior to a dangerous dog being sold or given away, the owner shall provide the
7 name, address, and telephone number of the new owner to the animal control authority.
8 The new owner must comply with all of the requirements of this chapter, even if the
9 animal is moved from one local jurisdiction to another within the state. The animal
10 control officer or appropriate agency of another jurisdiction must be notified by the
11 owner of a dog classified as dangerous that the dog is in his jurisdiction.

12
13 (fm) It is unlawful for the owner of a dangerous dog to permit the dog to be outside a
14 proper enclosure unless the dog is muzzled and restrained by a substantial chain or
15 leash and under control of a competent person. The muzzle shall be made in a manner
16 that will not cause injury to the dog or interfere with its vision or respiration, but shall
17 prevent it from biting any person or animal. When being transported, such dogs shall be
18 safely and securely restrained within a vehicle.

19
20 (n) Any dog classified as dangerous shall only be returned to the custody of the
21 owner after the owner has satisfied all requirements for the ownership and care of a
22 dangerous dog as set forth herein. Should the owner fail to comply with the foregoing
23 requirements on or before the fourteenth day after final classification is rendered, the
24 animal control authority shall retain custody of the animal and the animal shall be
25 destroyed in an expeditious and humane manner. If the owner, thereafter, fails to
26 comply with the aforementioned ownership requirements, the animal control authority
27 may immediately impound the animal pending the owner's compliance with
28 impoundment at the expense of the owner. Should the owner fail to comply with the
29 foregoing requirements on or before the fourteenth day after the animal is impounded,
30 the animal control authority shall retain custody of the animal and the animal shall be
31 destroyed in an expeditious and humane manner.

32
33 (o) If a dog that has previously declared dangerous attacks or bites a human or a
34 domestic animal without provocation, the owner shall be in violation of this chapter and
35 punished as a civil infraction as provided for in section 10-23. In addition, the dog shall
36 be immediately impounded by the animal control authority and shall remain impounded
37 under quarantine pending resolution of any related proceedings. The animal control
38 authority shall provide the owner with a sufficient cause finding and within seven (7)
39 calendar days from the date of receipt of the notification of the sufficient cause finding,
40 the owner may file a written request with the animal control authority for a hearing with
41 the County Special Magistrate as provided herein. After final resolution of any related
42 proceedings, and thereafter- if the sufficient cause finding is upheld the dog shall be
43 destroyed in an expeditious and humane manner, and the owner shall be responsible
44 for all boarding costs and fees required to confiscate, impound, and destroy the animal.

1 (gp) Any if a dog that has NOT been previously deemed declared dangerous or
2 vicious as a result of attackings and causings severe injury or death to a human or a
3 domestic animal without provocation, the owner shall be in violation of this chapter and
4 punished as a civil infraction as provided for in section 10-23. In addition, the dog shall
5 be immediately impounded by the animal control authority as provided for in section 10-
6 5 and the dog shall be held at the county animal shelter for ten business days including
7 the day of impoundment and thereafter destroyed in an expeditious and humane
8 manner under quarantine pending resolution of any related proceedings. The animal
9 control authority shall timely provide the owner with a sufficient cause finding and within
10 seven (7) calendar days from the date of receipt of the notification of the sufficient
11 cause finding, the owner may file a written request with the animal control authority for a
12 hearing with the County Special Magistrate as provided herein. After final resolution of
13 any related proceedings, and thereafter if the dangerous dog determination is upheld
14 the dog shall be destroyed in an expeditious and humane manner, and the owner shall
15 be responsible for all boarding costs and fees required to confiscate, impound, and
16 destroy the animal.

17
18 (hg) Hunting dogs are exempt from the provisions of this section when engaged in any
19 legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports
20 such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and
21 herding trials, are exempt from the provisions of this chapter when engaged in any legal
22 procedures. However, such dogs at all times in all respects shall be subject to this
23 chapter. Dogs that have been classified as dangerous shall not be used for hunting
24 purposes.

25
26 (ir) This section does not apply to dogs used by law enforcement officials for law
27 enforcement work.

28
29 (js) A violation of any provision of this section shall be a civil infraction punishable
30 pursuant to section 10-23. ~~Notwithstanding the preceding, the amount of the civil~~
31 ~~penalty for a violation of subsections (c), (d) and (e) of this section, shall be the amount~~
32 ~~established by resolution of the board of county commissioners, which, from time to~~
33 ~~time, may be amended, and which is by reference made a part hereof.~~

34
35 **Section 2. Severability.**

36
37 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
38 or unconstitutional by any Court of competent jurisdiction, then said holding shall in no
39 way affect the validity of the remaining portions of this Ordinance.

40
41 **Section 3. Inclusion in the Code.**

42
43 It is the intention of the Board of County Commissioners that the provisions of
44 this ordinance shall become and be made a part of the Escambia County Code; and
45 that the sections of this Ordinance may be renumbered or relettered and the word

1 "ordinance" may be changed to "section", "article", or such other appropriate word or
2 phrase in order to accomplish such intentions.

3
4 **Section 4. Effective Date.**

5
6 This Ordinance shall become effective upon filing with the Department of State.

7
8 DONE AND ENACTED THIS ____ DAY OF _____, 2011.

9
10 BOARD OF COUNTY COMMISSIONERS
11 ESCAMBIA COUNTY, FLORIDA

12
13
14 BY: _____
15 Kevin W. White, Chairman

16 ATTEST: ERNIE LEE MAGAHA
17 Clerk to the Circuit Court

18
19
20 BY: _____
21 Deputy Clerk

22
23
24 (SEAL)

25
26
27 Enacted:
28 Filed with Department of State:
29 Effective:

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY FLORIDA

STATE OF FLORIDA,

Plaintiff

vs.

Case No. 2010 CO 021778 and
2010 CO 021779

Division 5

ANTHONY S. DAVIS,

Defendant.

**ORDER FINDING DEFENDANT NOT GUILTY
AND FINDING COUNTY ORDINANCE §10-14 UNCONSTITUTIONAL**

At a final hearing in open court on July 22, 2010, the defendant appeared with counsel. Animal Control issued citations to defendant for his two dogs, Cutter and Trixie, declaring them to be "dangerous or vicious" animals. The notation on *both* citations in the comment section states "attacked probation officer¹." It is undisputed that Cutter became agitated and bit the probation officer's leg. It is not clear whether or not this action would necessarily cause Cutter to fall within the statutory definition of a "dangerous dog." There is no evidence that Trixie would fall within the statutory definition of a "dangerous dog."

Defendant entered a plea of not guilty and seeks to have the county ordinance declared unconstitutional due to conflict with §767.12, Florida Statutes. Defendant argues that the animal control officer, under the apparent authority of county ordinance §10-14, violated his due process rights to a statutorily defined pre-deprivation procedure wherein he could contest the classification of Cutter and Trixie as dangerous dogs. See §767.12(1)(a)-(d).

Because the State has already defined a person's pets (in this case the defendant's dogs) to be "property," and because certain procedural due process rights attach to these ownership interests, when the county enacted §10-14, there was a constitutional obligation to preserve the "owner's" due process rights through a series of hearings or other procedures *before* imposing constraints on the owner's use and enjoyment of his or her "property." There can be no dispute that §10-14 subjects the "property" to physical confinement, tattooing, electric implantation, and as in the instant case, euthanasia. The language in §10-14 thereby permits officers to impose the constraints on the defendant's "use and enjoyment" of his "property" by simply issuing a citation without the benefit of a pre-deprivation hearing process. It is clear that this deprivation makes §10-14 both facially unconstitutional and unconstitutional as applied in this case.

The instant case is not the first time in Florida that a county ordinance relating to "dangerous dogs" has been found to be unconstitutional. In *County of Pasco v. Riehl*, 635 So.2d 17 (Fla. 1994), the Florida Supreme Court quotes extensively from the United States Supreme

¹It is undisputed that the defendant had two dogs, Cutter and Trixie, but only one dog, Cutter, bit the defendant's probation officer. Trixie did not attack anyone or cause any injury.

Court decision in *Mathews v. Eldridge* in finding that ordinance to be unconstitutional. The Court stated that “. . . we must emphasize that "procedural due process imposes constraints on governmental decisions which deprive individuals of 'liberty' or 'property' interests within the meaning of the Due Process Clause of the Fifth or Fourteenth Amendment." *Mathews v. Eldridge*, 424 U.S. at 332. "The degree of potential deprivation that may be created by a particular decision is a factor to be considered in assessing the validity of any administrative decisionmaking [sic] process." *Id.* at 341. "The possible length of [a] wrongful deprivation . . . is [also] an important factor in assessing the impact of official action on . . . private interests." *Id.*, citing *Fusari v. Steinberg*, 419 U.S. 379, 95 S. Ct. 533, 42 L. Ed. 2d 521 (1975).

Here the defendant was instructed that he could either agree to euthanasia or relinquish possession of Cutter to animal control for quarantine and possible euthanasia depending on other determinations through the simple act of issuing a "dangerous dog" citation. Further, even if the dogs were returned to him, he would be required to post signs, build an enclosure and incur additional expenses with regard to the designation of his dogs as "dangerous." Throughout this process there was no opportunity for the defendant to have an evidentiary hearing to determine if the "bite" met the criteria for "unprovoked" prior to the county issuing the citations for "dangerous dogs." In this case, because the defendant complied with the instructions from the county officer, his loss of Cutter through euthanasia was permanent. Even if he had elected to surrender Cutter, the "length of deprivation" was, by definition, permanent because of restrictions imposed and expense which would be incurred in an on-going attempt to meet the requirements of §10-14 so he might be permitted to keep his two dogs. Clearly this violates his procedural due process rights and conflicts with §767.12, Florida Statutes, and therefore the county ordinance fails as a matter of law and it is

ORDERED AND ADJUDGED that County Ordinance §10-14 is both facially unconstitutional as well as unconstitutional as applied in this case and therefore the defendant, Anthony S. Davis, is not guilty.

DONE AND ORDERED this 6th day of August 2010 in chambers, Pensacola, Escambia County, Florida.

/s/ PAT KINSEY

County Judge

cc: Kim Anthony Skievaski, Attorney for Defendant
~~Mark Chapman~~, Escambia County Animal Control

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Anna Hammes** who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a legal advertisement in the matter of:

Notice of Intent to Adopt a County Ordinance

Was published in said newspaper in the issue(s) of:

January 22, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County and Santa Rosa County, Florida, and that the said newspaper has heretofore been published in said Escambia County and Santa Rosa County, Florida, and has been entered as second class matter at the Post Office in said Escambia County and Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me 24th Day of January, 2011, by **Anna Hammes** who is personally known to me.


_____ Affiant


_____ Notary Public

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **Thursday, February 3, 2011 at 5:35 p.m.** in the BCC Meeting Room, Escambia County Government Complex, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 10, ARTICLE 1, SECTION 10-14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES REGULATING COUNTY ANIMAL CONTROL; PROVIDING PROCEDURES FOR THE CLASSIFICATION OF DANGEROUS OR VICIOUS ANIMALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Escambia County Government Complex, Deputy Clerk's Office, 221 Palafox Place, Suite 130.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

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

Legal No. 1506989 1T January 22, 2011

GRANT PAQUIN
Notary Public, State of Florida
My Commission Expires May 31, 2014
Commission No. DD996828

AI-388

Item #: 14.

BCC Regular Meeting

Date: 02/03/2011

SUBJECT:

Attachments

20110203 CR

**BACKUP NOT INCLUDED WITH THE CLERK'S REPORT IS AVAILABLE FOR REVIEW
IN
THE OFFICE OF THE CLERK TO THE BOARD
ESCAMBIA COUNTY GOVERNMENTAL COMPLEX, SUITE 130**

CLERK OF THE COURTS & COMPTROLLER'S REPORT
February 3, 2011

I. CONSENT AGENDA

1. Recommendation : That the Board accept, for filing with the Board's Minutes, the following three Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:
 - A. Payroll Expenditures for Pay Date January 21, 2011, in the amount of \$2,288,372.33; and
 - B. The following two Disbursement of Funds:
 - (1) January 13, 2011, to January 19, 2011, in the amount of \$130,816.71; and
 - (2) January 20, 2011, to January 26, 2011, in the amount of \$5,539,888.07.
2. Recommendation : That the Board accept, for filing with the Board's Minutes, the following two Financial Statements provided to the Clerk to the Board's Office:
 - A. The Financial Statements of Escambia-Pensacola Human Relations Commission September 30, 2010 and 2009, as prepared and audited by Brown Thornton Pacenta & Company, P.A., Certified Public Accountants, Business & Financial Consultants, and received in the Clerk to the Board's Office on January 20, 2011; and
 - B. The Pensacola Bay Area Chamber of Commerce, Inc., and Affiliates, Pensacola, Florida, Consolidated Financial Statements September 30, 2010 and 2009, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on January 21, 2011.

CLERK OF THE COURTS & COMPTROLLER'S REPORT

February 3, 2011

Page 2 of 2

3. Recommendation : That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:
 - A. Accept for filing with the Board's Minutes, the Report of the Agenda Work Session held January 20, 2011;
 - B. Approve the Minutes of the Regular Board Meeting held January 20, 2011; and
 - C. Accept for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 13, 2011.

(TO BE DISTRIBUTED UNDER SEPARATE COVER)



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

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

Clerk & Comptroller's Report

Item #: 1.

Date: 02/03/2011

Acceptance of Reports

From: Doris Harris

Recommendation:

Recommendation: That the Board accept, for filing with the Board's Minutes, the following three Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date January 21, 2011, in the amount of \$2,288,372.33; and

B. The following two Disbursement of Funds:

(1) January 13, 2011, to January 19, 2011, in the amount of \$130,816.71; and

(2) January 20, 2011, to January 26, 2011, in the amount of \$5,539,888.07.

Attachments

CR I-1



EXECUTIVE ADMINISTRATION/LEGAL DIVISION

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

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

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

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

Escambia County, Florida
Payroll Expenditures of the
Board of County Commissioners

Pay Date: January 21, 2011

Check No: 50019840 - 50019955	\$100,765.10
Direct Deposits:	\$1,109,378.26
Total Deductions and Matching Costs:	\$1,078,228.97
Total Expenditures:	\$2,288,372.33

2011 JAN 20 A 11:19
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



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

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

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

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

Date of Board Meeting

Escambia County, Florida
 Disbursement of Funds From:

01/13/11 to 01/19/11

DISBURSEMENTS

Computer check run of:

\$ 0.00

L-Vendor

\$ 0.00

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment \$ 0.00

Elected Official \$ 0.00

Preferred Governmental Claims \$ 130,816.71

Dental Insurance \$ 0.00

Aero Training & Rental, Inc \$ 0.00

Total Disbursement by Wire

\$ 130,816.71

TOTAL DISBURSEMENTS

\$ 130,816.71

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

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

2011 JAN 20 P 1:50
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FLORIDA



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

01/20/11 to 01/26/11

DISBURSEMENTS

Computer check run of:

01/20/11 & 01/26/11

\$ 5,179,854.02

L-Vendor

\$ 100,289.99

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>0.00</u>
Elected Official	\$ <u>0.00</u>
Preferred Governmental Claims	\$ <u>59,589.44</u>
Dental Insurance	\$ <u>48,590.91</u>
Credit Card Purchases	\$ <u>36,172.06</u>
Perdido Landfill Mining Project Aero Training & Rental, Inc	\$ <u>115,391.65</u>

Total Disbursement by Wire

\$ 259,744.06

TOTAL DISBURSEMENTS

\$ 5,539,888.07

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

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

2011 JAN 27 A 8:56
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 BOARD OF
 COUNTY COMMISSIONERS



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

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

Clerk & Comptroller's Report

Item #: 2.

Date: 02/03/2011

Acceptance of Financial Statements

From: Doris Harris

Recommendation:

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

A. The Financial Statements of Escambia-Pensacola Human Relations Commission September 30, 2010 and 2009, as prepared and audited by Brown Thornton Pacenta & Company, P.A., Certified Public Accountants, Business & Financial Consultants, and received in the Clerk to the Board's Office on January 20, 2011; and

B. The Pensacola Bay Area Chamber of Commerce, Inc., and Affiliates, Pensacola, Florida, Consolidated Financial Statements September 30, 2010 and 2009, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on January 21, 2011.

Attachments

CR I-2



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
Clerk of the Circuit Court

By: *Patricia L. Sheldon*
Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
Administrator for Financial Services
Clerk of the Circuit Court & Comptroller

DATE: January 20, 2011

SUBJECT: Financial Statements and Annual Report

RECOMMENDATION:

That the Board accept, for filing with the Board's Minutes, the Financial Statements for the Escambia-Pensacola Human Relations Commission for the Fiscal Year ended September 30, 2010, as prepared and audited by Brown Thornton Pacentia & Co., P.A., Certified Public Accountants and Consultants.

PLS/nac

2011 JAN 20 P 12:59
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

FINANCIAL STATEMENTS
OF
ESCAMBIA-PENSACOLA HUMAN
RELATIONS COMMISSION

September 30, 2010 and 2009

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**BROWN
THORNTON ♦ PACENTA
& Company, P.A.**

*Certified Public Accountants
Business & Financial Consultants*

Whit L. Brown Jr., Of Counsel
Michael D. Thornton, Shareholder
Jan M. Pacenta, Shareholder
John R. Dunaway, Officer
Sean K. Quigley, Officer
Trevor Grosse, Of Counsel

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Escambia-Pensacola Human Relations Commission
Pensacola, Florida

We have audited the accompanying financial statements of the Escambia-Pensacola Human Relations Commission (the Commission) as of and for the years ended September 30, 2010 and 2009, as listed in the table of contents. These financial statements are the responsibility of the Commission's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Escambia-Pensacola Human Relations Commission as of September 30, 2010 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 28, 2010 on our consideration of Escambia-Pensacola Human Relations Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 through 6 and 17 through 19 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Brown Shornton Parents & Company, P.A.

December 28, 2010

MANAGEMENT'S DISCUSSION AND ANALYSIS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2010

This section of the Escambia-Pensacola Human Relations Commission's (the Commission) financial statements presents a narrative overview and analysis of the financial activities of the Commission's fiscal year ended September 30, 2010. Please read the information presented here in conjunction with the financial statements and notes to the financial statements that follow this section.

Financial Highlights

- The Commission's assets exceeded its liabilities, resulting in net assets at September 30, 2010 of \$25,667.
- During the year ended September 30, 2010, revenues exceeded expenditures, resulting in an increase in net assets of \$9,013 for the Commission.

Overview of the Financial Statements

The statement of net assets presents information on the Commission's assets and liabilities and the difference between the assets and liabilities using accounting methods similar to those used by private sector companies. This is a useful way to measure the financial health of the Commission.

The statements of activities present information showing how the Commission's net assets changed during this fiscal year. All the current year's revenue and expenses are accounted for in the statements of activities, regardless of when cash is received or paid.

Notes to the Financial Statements

Notes provide additional information that is essential to a full understanding of the data provided in the financial statements.

MANAGEMENT'S DISCUSSION AND ANALYSIS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
September 30, 2010

Financial Analysis

The following condensed information comes from the Commission's financial statements from the last two years:

Condensed Statements of Net Assets

	<u>FY2010</u>	<u>FY2009</u>	<u>Change</u>	<u>Percentage of Change</u>
Assets	\$ 32,232	\$ 31,379	\$ 853	2.72%
Liabilities	6,565	14,725	(8,160)	-55.42%
Net Assets	<u>\$ 25,667</u>	<u>\$ 16,654</u>	<u>\$ 9,013</u>	54.12%

During the year ended September 30, 2010, the Commission's increase in assets was primarily due to prepaid expenses as of September 30, 2010. The decrease in liabilities resulted from advanced funds received in 2009 from the primary government and not received in 2010.

Condensed Statements of Activities

	<u>FY2010</u>	<u>FY2009</u>	<u>FY2009</u>	<u>FY2009</u>
Revenues	237,284	242,125	\$ (4,841)	-2.00%
Expenses	228,271	237,447	(9,176)	-3.86%
Increase in net assets	<u>\$ 9,013</u>	<u>\$ 4,678</u>	<u>\$ 4,335</u>	92.67%

The decrease in revenues was primarily due to a decrease in primary government funding. The decrease in expenses was also primarily due to a decrease in funding of allowed expenditures under cost reimbursement agreements.

MANAGEMENT'S DISCUSSION AND ANALYSIS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2010

Budgetary Highlights

The Commission's budget was revised during the year to reflect various changes in operations. The significant revisions are as follows:

- There were no significant changes in budgeted revenues during the year.
- Budgeted expenses for materials and supplies increased due to prior year advanced funds not being accounted for in the original budget. There were also several reclassifications of budgeted amounts between expenditure accounts to more accurately reflect operations.
- Escambia County contributed office space including utility expenses to the Commission. The fair market value of the contributed office space was recorded as an in-kind contribution and was offset by an amount included in expenses.

Requests for Information

This financial report is designed to provide a general overview of the Commission's finances for those with interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Executive Director of the Escambia-Pensacola Human Relations Commission at 2257 Baylen St., Pensacola, FL 32501.

AUDITED FINANCIAL STATEMENTS

STATEMENTS OF NET ASSETS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2010 and 2009

	<u>ASSETS</u>	
	<u>2010</u>	<u>2009</u>
ASSETS		
Cash	\$ 17,575	\$ 18,273
Due from other governmental units	7,730	8,546
Prepaid expenses	3,324	-
Capital assets, net of depreciation	<u>3,603</u>	<u>4,560</u>
Total assets	32,232	31,379
	<u>LIABILITIES</u>	
LIABILITIES		
Accounts payable and accrued expenses	6,565	6,687
Advances on grants	<u>-</u>	<u>8,038</u>
Total liabilities	6,565	14,725
	<u>NET ASSETS</u>	
NET ASSETS		
Unrestricted	22,064	12,094
Invested in capital assets, net of related debt	<u>3,603</u>	<u>4,560</u>
Total net assets	<u>\$ 25,667</u>	<u>\$ 16,654</u>

The accompanying notes are an integral part of these financial statements.

STATEMENTS OF ACTIVITIES
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
Years Ended September 30, 2010 and 2009

	<u>2010</u>	<u>2009</u>
Operating revenue:		
Grant revenue - Escambia County	\$ 103,383	\$ 135,514
Grant revenue - City of Pensacola	96,738	80,662
In-kind contributions	24,949	23,449
Other	<u>12,214</u>	<u>2,500</u>
 Total operating revenues	 237,284	 242,125
Operating expenses:		
Personnel services	158,099	167,008
Professional fees	13,500	13,000
Rent	4,852	13,070
In-kind expense	24,949	23,449
Materials and supplies	10,131	3,786
Travel and vehicle costs	1,273	1,135
Dues and subscriptions	823	815
Communications	7,560	7,917
Community relations	250	520
Insurance	1,471	796
Repairs and maintenance	3,106	1,725
Utilities	-	1,663
Depreciation	2,257	2,054
Penalties	<u>-</u>	<u>509</u>
 Total operating expenses	 <u>228,271</u>	 <u>237,447</u>
 Operating income	 9,013	 4,678
 Net assets at beginning of year	 <u>16,654</u>	 <u>11,976</u>
 Net assets at end of year	 <u>\$ 25,667</u>	 <u>\$ 16,654</u>

The accompanying notes are an integral part of these financial statements.

STATEMENTS OF CASH FLOWS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
Years Ended September 30, 2010 and 2009

	<u>2010</u>	<u>2009</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from governmental units	\$ 192,899	\$ 224,933
Cash received from contributions	-	500
Cash received from other income	12,214	2,000
Cash payments to suppliers for goods and services	(46,290)	(48,288)
Cash payments for employees' services	<u>(158,221)</u>	<u>(166,436)</u>
Net cash provided by operating activities	602	12,709
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Purchases of capital assets	<u>(1,300)</u>	<u>-</u>
Net cash used in capital and related financing activities	<u>(1,300)</u>	<u>-</u>
Net increase (decrease) in cash	(698)	12,709
Cash at beginning of year	<u>18,273</u>	<u>5,564</u>
Cash at end of year	<u>\$ 17,575</u>	<u>\$ 18,273</u>
RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income	\$ 9,013	\$ 4,678
Adjustments to reconcile income from operations to net cash provided by operating activities:		
Depreciation expense	2,257	2,054
Decrease in due from governmental units	816	719
(Increase) in prepaid expenses	(3,324)	-
Decrease in accounts payable and accrued expenses	(122)	(2,780)
Increase (Decrease) in advances	<u>(8,038)</u>	<u>8,038</u>
Net cash provided (used) by operating activities	<u>\$ 602</u>	<u>\$ 12,709</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Defining the Reporting Entity - The Governmental Accounting Standards Board (GASB) has established criteria to be used by a government in deciding what organizations should be included in the general purpose financial statements of that government. Escambia-Pensacola Human Relations Commission (the Commission), created on April 10, 1978 by an interlocal agreement as authorized by Chapter 163.01, Florida Statutes between Escambia County (County) and the City of Pensacola (City), is a joint venture between the County and City. The Commission is funded by grants from the County and City. The Commission is responsible for the promotion of fair treatment and equal opportunity for all citizens of the local community. There are no component units which should be considered for inclusion in these financial statements based on the GASB criteria.

2. Basis of Accounting - Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements.

The Commission recognizes revenues when they are earned and expenses when they are incurred.

3. Net Assets - The Commission reports equity as net assets in three components: "invested in capital assets, net of related debt", "restricted", and "unrestricted". The following explains each:

Invested in capital assets, net of related debt consists of capital assets, including restricted capital assets, reduced by accumulated depreciation and by any outstanding debt incurred to acquire, construct or improve those assets.

Restricted net assets reports those net assets with limits on their use that are externally imposed (by creditors, grantors, contributors, or the laws and regulations of other governments) or that are imposed by the government's own constitutional provisions on enabling legislation.

Unrestricted net assets consist of all net assets that do not meet the definition of either of the other two components.

NOTES TO FINANCIAL STATEMENTS
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Capital Assets - Capital assets are stated at historical cost. The Commission capitalizes items with an estimated life exceeding one year and original cost greater than \$500. Depreciation is provided by using the straight-line method over the estimated useful lives of the assets ranging from 3-10 years. Depreciation expense was \$2,257 for the year ended September 30, 2010. Depreciation expense was \$2,054 for the year ended September 30, 2009.
5. Cash and Cash Equivalents - For the purposes of the statement of cash flows, the Commission considers all highly liquid debt instruments with an original maturity when purchased of three months or less to be cash equivalents. The Commission had no cash equivalents as of September 30, 2010 and 2009.
6. Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the period. Actual results could differ from these estimates.
7. Advertising Costs - Costs for advertising are expensed when incurred. Yellow Pages advertising costs of \$608 and \$415 were charged to utilities expense for the years ended September 30, 2010 and 2009, respectively.
8. Application of FASB Pronouncements - The Commission applies all applicable Governmental Accounting Standards Board (GASB) pronouncements. Additionally, the Commission applies pronouncements of the Financial Accounting Standards Board and its predecessor bodies unless those pronouncements conflict with or contradict GASB pronouncements.
9. Operating and non-operating revenues - The Commission receives grants from Escambia County and the City of Pensacola and contributions from individuals that are considered operating income. Income on investments is included in non-operating revenues.
10. Events occurring after the reporting date - The Commission has evaluated events and transactions that occurred between September 30, 2010 and December 28, 2010, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE B - CASH

Monies which are placed on deposit with financial institutions in the form of demand deposit accounts, time deposit accounts, and certificates of deposit, are defined as public deposits. All of the Commission's public deposits are held in qualified public depositories pursuant to State of Florida Statutes, Chapter 280, "Florida Security for Public Deposits Act." Under the Act, all qualified public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The Public Deposit Security Trust Fund has a procedure to allocate and recover losses in the event of a default or insolvency. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default. Accordingly, these deposits are considered to be fully insured.

The carrying amounts of deposits at September 30, 2010 and 2009 were as follows:

	<u>Carrying Amount</u>	<u>Bank Balance</u>
2010	\$ 17,575	\$ 28,140
2009	\$ 18,273	\$ 21,590

NOTE C - DUE FROM OTHER GOVERNMENTAL UNITS

The amounts due from other governmental units of \$7,730 and \$8,546 were County reimbursements the Commission had not received as of September 30, 2010 and 2009, respectively.

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE D - CAPITAL ASSETS

The following table provides a summary of changes in capital assets consisting of furniture fixtures and equipment:

Year ended September 30, 2009:

Capital assets:	
Balance, beginning of year	\$ 15,774
Increases	-
Decreases	<u>-</u>
Balance, end of year	15,774
Accumulated depreciation:	
Balance, beginning of year	9,160
Increases	2,054
Decreases	<u>-</u>
Balance, end of year	<u>11,214</u>
Capital assets, net	<u><u>\$ 4,560</u></u>

Year ended September 30, 2010:

Capital assets:	
Balance, beginning of year	\$ 15,774
Increases	1,300
Decreases	<u>-</u>
Balance, end of year	17,074
Accumulated depreciation:	
Balance, beginning of year	11,214
Increases	2,257
Decreases	<u>-</u>
Balance, end of year	<u>13,471</u>
Capital assets, net	<u><u>\$ 3,603</u></u>

NOTES TO FINANCIAL STATEMENTS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

NOTE E - OPERATING LEASES

The Commission received an in-kind contribution of office space and utility expenses for the years ended September 30, 2010 and 2009, in the amount of \$23,449 and \$23,449, respectively, which was reported as "In-kind contributions" and was offset by an amount in the expenses in the statement of activities. The Commission also had additional expenses for early termination of the previously held lease, which are also included in the total rent expense noted below. Office equipment is also leased under leases classified as operating leases. Total rent expense for the years ended September 30, 2010 and 2009 was \$28,301 and \$36,519, respectively.

NOTE F - RISK MANAGEMENT

The Commission is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, injuries to employees, and natural disasters. The Commission is self-insured for potential risks of loss from employee use of non-owned automobiles. The Commission carries commercial insurance for risks of property loss and general liability. There were no material reductions in insurance coverage from the prior fiscal year and no claims resulting from these risks in the year ended September 30, 2010, nor did settlements exceed coverage for any of the past three fiscal years.

NOTE G - COMMITMENTS AND CONTINGENCIES

The Commission has received County and City grants. The disbursement of funds received under these programs is subject to review and audit by the grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Commission.

NOTE H - EMPLOYEES' HEALTH INSURANCE

On-behalf payments by the County for Commission employees' health insurance for the years ended September 30, 2010 and 2009 amounted to \$24,493 and \$24,161, respectively. These amounts are included in personnel services expense in the statements of activities.

NOTE I - CONCENTRATION OF RISK

The Commission's services are funded primarily with grants from the County and the City. The Commission's ability to continue to provide the same level of services is dependent on continued funding from these sources.

REQUIRED SUPPLEMENTARY INFORMATION

BUDGETARY COMPARISON SCHEDULE
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
Year Ended September 30, 2010

	Original Budget	Final Budget	Actual	Variance with Final Budget Favorable (Unfavorable)
REVENUES				
Grant revenue - Escambia County	\$ 107,200	\$ 107,200	\$ 103,383	\$ (3,817)
Grant revenue - City of Pensacola	88,700	88,700	96,738	8,038
In-kind contributions	-	-	24,949	24,949
Other	-	9,764	12,214	2,450
Total revenues	195,900	205,664	237,284	31,620
EXPENDITURES				
Personnel services	160,280	157,790	158,099	(309)
Professional fees	13,000	13,500	13,500	-
Rent	3,415	4,915	4,852	63
In-kind expense	-	-	24,949	(24,949)
Materials and supplies	4,157	14,762	10,131	4,631
Travel and vehicle costs	1,220	1,275	1,273	2
Dues and subscriptions	724	824	823	1
Communications	7,000	7,750	7,560	190
Community relations	-	250	250	-
Insurance	1,800	1,470	1,471	(1)
Repairs and maintenance	1,870	3,128	3,106	22
Legal	1,500	-	-	-
Capital outlay	934	-	1,300	(1,300)
Total expenditures	195,900	205,664	227,314	(21,650)
Revenues over expenditures	\$ -	\$ -	\$ 9,970	\$ 9,970

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

BUDGETARY INFORMATION

Budget Policy and Practice

The Executive Director proposes an amended line item budget which is approved by the Commissioners and then submitted to the County and City for review. In accordance with the Interlocal Agreement with the County and the City, expenditures of funds must not exceed the approved budget and must be made in accordance with all applicable federal, state and local laws and regulations.

Basis of Budgeting

The budget is integrated into the accounting system, and the budgetary data, as presented in the financial statements, compare the expenditures with the amended budgets. The budget is presented on the modified accrual basis of accounting. Accordingly, the accompanying Budgetary Comparison Schedule presents actual expenditures on a basis consistent with the legally adopted budget as amended.

Material Violations

There were no material violations of the annual appropriated budget for the fiscal year ended September 30, 2010. An in-kind contribution of office space and utilities were included as revenue and expenditures. This in-kind contribution was provided to the Commission by Escambia County and is not considered a material violation of the budget.

Reconciliation of Budgetary Comparison Schedule to Statement of Activities

Surplus of revenues over expenditures - Budgetary Comparison Schedule	\$ 9,970
Depreciation expense is not reflected in the Budgetary Comparison Schedule but is reported in the Statement of Activities	(2,257)
Capital outlay expenditures reflected in Budgetary Comparison Schedule but is not reported in the Statement of Activities	<u>1,300</u>
Change in net assets - Statement of Activities	<u>\$ 9,013</u>

**REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT
AUDITING STANDARDS***

**BROWN
THORNTON ♦ PACENTA
& Company, P.A.**

*Certified Public Accountants
Business & Financial Consultants*

Whit L. Brown Jr., Of Counsel
Michael D. Thornton, Shareholder
Jan M. Pacenta, Shareholder
John R. Dunaway, Officer
Sean K. Quigley, Officer
Trevor Grosse, Of Counsel

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Escambia-Pensacola Human Relations Commission
Pensacola, Florida

We have audited the financial statements of Escambia-Pensacola Human Relations Commission, as of and for the year ended September 30, 2010, and have issued our report thereon, dated December 28, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Escambia-Pensacola Human Relations Commission's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Escambia-Pensacola Human Relations Commission's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Escambia-Pensacola Human Relations Commission's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified certain deficiencies in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies in internal control over financial reporting. (2010-01) A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control

that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Escambia-Pensacola Human Relations Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain additional matters that we reported to management of the Escambia-Pensacola Human Relations Commission in a separate letter dated December 28, 2010.

This report is intended solely for the information and use of the Board of Directors, management, Escambia County, the City of Pensacola and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

Brown Thornton Paccata & Company, P.A.

December 28, 2010

SUMMARY SCHEDULE OF FINDINGS AND RESPONSES
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2010

FINDINGS - FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCIES

2010-1 – Overall Segregation of Duties

- ◆ **Criteria:** Internal controls should be put in place to provide adequate segregation of duties so that no one individual has custody of assets and access to the accounting records.
- ◆ **Condition:** Due to the limited number of people working in the office, many of the critical duties are combined and assigned to an available employee, such as access to checks, access to the general ledger, and the ability to create a new vendor in the accounting system.
- ◆ **Effect:** Due to the fact that incompatible duties are not adequately segregated, the potential exists for errors or irregularities to occur which would not be found or corrected in a reasonable time period.
- ◆ **Recommendation:** Due to budget constraints and the size of the Board, it is felt that the benefit of additional segregation of duties is outweighed by the cost of additional personnel required to segregate incompatible functions. We, therefore, recommend that the Board continue to utilize its members as a compensating control, where possible, for the lack of segregation of duties.
- ◆ **Views of Responsible Officials:** The management of the Escambia-Pensacola Human Relations Commission concurs with the recommendation.

SUMMARY SCHEDULE OF FINDINGS AND RESPONSES
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2010

FINDINGS - PRIOR FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCIES

2009-01 – Overall Segregation of Duties

- ◆ **Criteria:** Internal controls should be put in place to provide adequate segregation of duties so that no one individual has custody of assets and access to the accounting records.
- ◆ **Condition:** Due to the limited number of people working in the office, many of the critical duties are combined and assigned to an available employee, such as access to checks, access to the general ledger, and the ability to create a new vendor in the accounting system.
- ◆ **Effect:** Due to the fact that incompatible duties are not adequately segregated, the potential exists for errors or irregularities to occur which would not be found or corrected in a reasonable time period.
- ◆ **Recommendation:** Due to budget constraints and the size of the Board, it is felt that the benefit of additional segregation of duties is outweighed by the cost of additional personnel required to segregate incompatible functions. We, therefore, recommend that the Board continue to utilize its members as a compensating control, where possible, for the lack of segregation of duties.
- ◆ **Views of Responsible Officials:** The management of the Escambia-Pensacola Human Relations Commission concurs with the recommendation.

MANAGEMENT LETTER

**BROWN
THORNTON • PACENTA
& Company, P.A.**

*Certified Public Accountants
Business & Financial Consultants*

Whit L. Brown, Jr., Of Counsel
Michael D. Thornton, Shareholder
Jan M. Pacenta, Shareholder
John R. Dunaway, Officer
Sean K. Quigley, Officer
Trevor Grosse, Of Counsel

MANAGEMENT LETTER

To the Board of Directors
Escambia-Pensacola Human Relations Commission
Pensacola, Florida

We have audited the financial statements of Escambia-Pensacola Human Relations Commission (the Commission) as of and for the fiscal year ended September 30, 2010, and have issued our report thereon dated December 28, 2010.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports, which are dated December 28, 2010, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports or schedule:

1. Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Corrective actions have not been taken to address findings, in last year's Management Letter regarding business automobile insurance coverage which the Commission is required to carry by the Interlocal Agreement with Escambia County and the City of Pensacola. The Commission does not own an automobile but it does have employees operating non-owned automobiles in the conduct of Commission business.

Management's response:

"The Escambia Pensacola Human Relations Commission, the (EPHRC) does not own a company vehicle which requires automobile coverage. Each employee with an automobile maintains individual vehicle insurance. The EPHRC has requested in the past and will continue to seek to have this area stricken from the Interlocal Agreement when meetings are in preparation for the upcoming fiscal year '10-'11. The EPHRC anticipated this revision in the past, but as of the balance sheet date of September 30, 2010, no such revision has been made to the Interlocal Agreement."

2. Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Commission complied with Section 218.415, Florida Statutes.
3. Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any recommendations not included in the other auditor's reports.
4. Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of laws, regulations, contracts or grant agreement, or abuse that have occurred, or are likely to have occurred, that have an effect on the determination of financial statement amounts that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings except the finding in the preceding annual audit report addressed in 1 above.
5. Section 10.554(1)(i)5., provides that the auditor may, based on professional judgment, report the following matters that are inconsequential to the determination of financial statement amounts, considering both quantitative and qualitative factors: (1) violations of laws, regulations, contracts or grant agreements, or abuse that have occurred, or are likely to have occurred, and (2) control deficiencies that are not significant deficiencies, including but not limited to: (a) improper or inadequate accounting procedures; (b) failures to properly record financial transactions; and inaccuracies, shortages, defalcations and instances of fraud discovered by, or that come to the attention of, the auditor. In connection with our audit, we did not have any such findings.
6. Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is included in Note A of the financial statements.
7. Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met on or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Commission did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
8. Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Commission for the fiscal year ended September 30, 2010, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2010. In connection with our audit, we determined that these two reports were in agreement. The assessment was done as of the fiscal year end.

9. Pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Escambia-Pensacola Human Relations Commission's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Board of Directors, management, Escambia County, the City of Pensacola, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

Brian Thornton Account & Company P.A.

December 28, 2010



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
 Clerk of the Circuit Court & Comptroller

By: *Patricia L. Sheldon*
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
 Administrator for Financial Services
 Clerk of the Circuit Court & Comptroller

DATE: January 20, 2011

SUBJECT: Financial Statements

2011 JAN 21 A 8:11
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FLORIDA

RECOMMENDATION:

That the Board accept, for filing with the Board's Minutes, the Financial Statements for Pensacola Bay Area Chamber of Commerce, Inc. and Affiliates for the Fiscal Year ended September 30, 2010, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants.

PLS/nac

FINANCE ADMINISTRATION
ERNEST LEE MAGANA
CLERK OF DISTRICT COURT
2009 JAN 20 10:44

2011 JAN 20 A 9:44

FINANCE ADMINISTRATION

**PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.
AND AFFILIATES**

PENSACOLA, FLORIDA

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2010 AND 2009

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES

PENSACOLA, FLORIDA

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2010 AND 2009

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Consolidated Statements of Activities	3
Consolidated Statements of Cash Flows	5
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Other Reports:

Independent Auditor's Report on Internal Control Over
Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed in
Accordance with *Government Auditing Standards*

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Pensacola Bay Area Chamber of Commerce, Inc.
Pensacola, Florida

We have audited the accompanying consolidated statements of financial position of the Pensacola Bay Area Chamber of Commerce, Inc. (a not-for-profit organization) and Affiliates as of September 30, 2010 and 2009, and the related consolidated statements of activities, and cash flows for the years then ended. These consolidated financial statements are the responsibility of management of the Pensacola Bay Area Chamber of Commerce, Inc. and Affiliates. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Pensacola Bay Area Chamber of Commerce, Inc. and Affiliates as of September 30, 2010 and 2009, and the changes in their net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated December 20, 2010 on our consideration of the Pensacola Bay Area Chamber of Commerce, Inc. and Affiliates' internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



Pensacola, Florida
December 20, 2010

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2010 AND 2009

ASSETS

	2010	2009
Cash and cash equivalents	\$ 1,778,830	\$ 1,870,550
Certificates of deposit	142,176	140,813
Accounts receivable, net of allowance for doubtful accounts of \$25,668 in 2010 and \$30,071 in 2009	328,583	235,993
Pledges receivable	662,363	-
Prepaid expenses	7,904	22,669
Other assets	19,170	15,552
Property and equipment, net	1,072,283	1,129,141
Total Assets	\$ 4,011,309	\$ 3,414,718

LIABILITIES AND NET ASSETS

Liabilities:

Accounts payable	\$ 118,382	\$ 4,156
Membership dues paid in advance	23,250	21,225
Deferred revenue	211,221	70,813
Accrued payroll	117,382	110,220
Other liabilities	22,434	22,009
Total liabilities	492,669	228,423

Commitments and Contingencies

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Net Assets:

Unrestricted -		
Designated for fundraising	-	73,445
Designated for recruitment	170,113	176,113
Designated for Leadership Pensacola	1,400	-
Undesignated	2,660,853	2,905,598
Total unrestricted	2,832,366	3,155,156
Temporarily restricted	686,274	31,139
Total net assets	3,518,640	3,186,295

Total Liabilities and Net Assets

	\$ 4,011,309	\$ 3,414,718
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The accompanying notes are an integral
part of these consolidated financial statements.

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED SEPTEMBER 30, 2010 AND 2009

	2010	2009
Change in Unrestricted Net Assets:		
Support, Revenue and Reclassifications:		
Membership dues, net of amounts written off	\$ 459,808	\$ 536,174
Programs:		
Tourism Administration and Convention Committee	4,303,547	2,612,681
Economic Development	237,666	199,940
Military Development	135,912	158,191
Foundation / Leadership Pensacola	1,226,006	1,409,436
Special events	3,576	33,364
Other revenue	368,239	135,671
Total support and revenue	6,734,754	5,085,457
Net assets released from restriction -		
Satisfaction of usage requirements	15,228	7,587
Total unrestricted support, revenue and reclassifications	6,749,982	5,093,044
Expenses:		
Program services:		
Tourism Administration and Convention Committee	4,269,725	2,532,457
Economic Development	784,524	731,955
Military Development	334,370	350,544
Foundation / Leadership Pensacola	494,513	529,516
Special events	3,363	19,119
Total program services	5,886,495	4,163,591
Supporting services:		
Management and general	1,025,629	1,078,056
Fundraising	160,648	-
Total supporting services	1,186,277	1,078,056
Total expenses	7,072,772	5,241,647
Change in unrestricted net assets	(322,790)	(148,603)

The accompanying notes are an integral
part of these consolidated financial statements.

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED SEPTEMBER 30, 2010 AND 2009
(Continued)

	2010	2009
Change in Temporarily Restricted Net Assets:		
Support, Revenue and Reclassifications:		
Support-		
Contributions	670,363	30,000
Net assets released from restrictions-		
Satisfaction of usage requirements	(15,228)	(7,587)
Change in temporarily restricted net assets	655,135	22,413
Change in Net Assets	332,345	(126,190)
Net Assets, Beginning of Year	3,186,295	3,312,485
Net Assets, End of Year	\$ 3,518,640	\$ 3,186,295

The accompanying notes are an integral
part of these consolidated financial statements.

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2010 AND 2009

	2010	2009
Cash Flows From Operating Activities:		
Change in net assets	\$ 332,345	\$ (126,190)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities -		
Depreciation	83,733	81,118
Changes in -		
Accounts receivable	(92,590)	184,814
Pledges receivable	(662,363)	-
Prepaid expenses	14,765	808
Other assets	(3,618)	(1,806)
Accounts payable	114,226	2,318
Membership dues paid in advance	2,025	(5,488)
Deferred revenue	140,408	(16,185)
Accrued payroll	12,164	7,391
Accrued bonuses	(5,002)	(77,129)
Other liabilities	425	(824)
Net cash provided by (used in) operating activities	(63,482)	48,827
Cash Flows From Investing Activities:		
Purchases of property and equipment	(26,875)	(19,908)
Purchases of certificates of deposit	(1,363)	(4,500)
Net cash used in investing activities	(28,238)	(24,408)
Net Increase (Decrease) in Cash and Cash Equivalents	(91,720)	24,419
Cash and Cash Equivalents at Beginning of Year	1,870,550	1,846,131
Cash and Cash Equivalents at End of Year	\$ 1,778,830	\$ 1,870,550

The accompanying notes are an integral part of these consolidated financial statements.

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity:

The Pensacola Bay Area Chamber of Commerce, Inc. ("the Chamber") is a not-for-profit corporation established to promote business development in the Pensacola area. Its primary means of support is from local businesses and local governments. The Pensacola Area Chamber Foundation, Inc. ("the Foundation") was formed to raise funds to support and promote the Chamber. The Executive Committee of the Chamber's Board of Directors serves as the Foundation's Board of Directors. Pensacola Innovation Network, LLC ("PIN") was formed to enable NAS Pensacola Complex tenant commands to collaborate (with secure point to point capability) large sums of data and images with other Department of Defense organizations and affiliates, to promote regional hospital efficiencies and healthcare delivery, and to promote advanced research. Strategic Health Intelligence, LLC ("SHI") was formed to facilitate secure data exchange of healthcare information between the Department of Defense, Veterans Administration, and local healthcare facilities. Strategic Health Intelligence Foundation, Inc. ("SHI Foundation") was formed to raise funds to support and promote the initiative of SHI. The Chamber is the sole member of PIN, SHI, and SHI Foundation.

Principles of Consolidation:

The accounts of the Foundation, PIN, SHI, and SHI Foundation (collectively, "Affiliates") are consolidated with the Chamber to present the consolidated financial statements of the Pensacola Bay Area Chamber of Commerce, Inc. and Affiliates. All material intercompany balances and transactions have been eliminated in consolidation.

Financial Statement Presentation:

The Chamber is required to report information regarding their financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted. It is the policy of the Board of Directors of the Chamber to review its plans for future expenditures from time to time and to designate appropriate sums of unrestricted net assets to assure adequate financing.

Temporarily restricted net assets at September 30, 2010 and 2009 include contributions that are restricted by a donor for use to promote educational learning at academies and technical schools in Escambia and Santa Rosa counties and unconditional promises to give with payments due in future periods. The restrictions may be met by the actions of the Chamber or expire by the passage of time.

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents:

For purposes of the statements of cash flows, all highly liquid investments with an original maturity of less than three months and gift cards on hand are considered to be cash equivalents.

Pursuant to its funding agreements with the City of Pensacola and Escambia County, the Chamber is required to maintain separate bank accounts to segregate funds received from these entities.

Contributions:

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. When the restrictions expire, temporarily restricted net assets are reclassified to unrestricted net assets and are reported in the statement of activities as *net assets released from restrictions*. Donor-restricted contributions are classified as unrestricted revenue if the restrictions are met in the same reporting period in which the contributions are received.

Promises to Give:

Unconditional promises to give are recognized as revenues or gains in the period received and as assets, decreases of liabilities, or expenses, depending on the form of the benefits received. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

In-Kind Donations:

In-kind donations totaling \$272,394 and \$420,703 have been recognized in the accompanying consolidated statements of activities for the years ended September 30, 2010 and 2009, respectively. Major goods or services donated to the Foundation include television and radio production and broadcasting of the Chamber's weekly show, advertising space for promotion of the Armed Services' activities, and office space. The computation of value for the contributions is based on fair value of the contributed item at the date received and is reported as support and expense in the period received.

**PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts Receivable:

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual receivables from members. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the applicable accounts receivable.

Property and Equipment:

Property and equipment acquired through purchase is recorded at cost. Donated property and equipment is recorded at estimated fair value at the date received. The cost of maintenance and repairs is charged to expense as incurred; significant renewals and betterments are capitalized. The capitalization policy for the Chamber and Affiliates requires applicable costs be recorded as property and equipment when amounts equal or exceed \$1,000. Property and equipment is depreciated using the straight-line and declining balance methods over the estimated useful lives as follows:

Buildings	40 years
Building improvements	15 - 40 years
Furniture, fixtures and equipment	5 - 10 years
Computer equipment	5 years

Membership Dues Paid in Advance:

Membership dues are recorded as income in the month of the member's anniversary. Dues paid before the anniversary month are considered "Membership Dues Paid in Advance" and are not recognized as income until the anniversary date.

Deferred Revenue:

Income from various dues and fees is deferred and recognized over the periods to which the dues and fees relate.

Allocation of Expenses:

Directly identifiable expenses are charged to programs and supporting services. Expenses benefiting more than one function are charged to programs and supporting services on the basis of the number of personnel in each department. Management and general expenses include primarily those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber.

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Advertising Costs:

Advertising costs are expensed when incurred. Advertising costs for the years ended September 30, 2010 and 2009 amounted to \$3,508,597 and \$1,679,053, respectively.

Income Taxes:

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income derived from advertising and phone commissions. The Foundation is also operating as a not-for-profit corporation Section 501(c)(3) of the Internal Revenue Code. The SHI Foundation has applied for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. PIN and SHI are Florida limited liability companies and, therefore, not taxpaying entities for federal income tax purposes. Accordingly, no provision for income taxes has been recorded in the financial statements for these companies. The income or loss of PIN and SHI is passed through to the member and is included on its annual federal informational return.

Reclassifications:

Certain amounts in the 2009 consolidated financial statements have been reclassified to conform to the 2010 presentation.

Subsequent Events:

Management has evaluated subsequent events through December 20, 2010, which is the date the financial statements were available to be issued.

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009

NOTE 2 - ACCOUNTS RECEIVABLE

Accounts receivable consist of the following:

	<u>2010</u>	<u>2009</u>
Tourism tax receivable	\$ 235,475	\$ 153,753
Dues receivable	36,075	50,755
Other receivables	82,701	61,556
	<u>354,251</u>	<u>266,064</u>
Less allowance for doubtful accounts	<u>(25,668)</u>	<u>(30,071)</u>
	<u>\$ 328,583</u>	<u>\$ 235,993</u>

NOTE 3 - PLEDGES RECEIVABLE

In 2010 the Chamber began soliciting pledges to fund its Vision 2015 initiative to promote job creation and economic development. Pledges receivable consist of the following:

	<u>2010</u>	<u>2009</u>
In one year or less	\$ 130,000	\$ -
Between one and five years	535,000	-
More than five years	17,500	-
Total pledges receivable	<u>682,500</u>	<u>-</u>
Less discounts to net present value	<u>(20,137)</u>	<u>-</u>
Net pledges receivable	<u>\$ 662,363</u>	<u>\$ -</u>

The discount rate used to calculate net present value is 1.5%.

Management considers all pledges receivable at September 30, 2010 to be fully collectible; therefore, no allowance for uncollectible pledges has been established. In the event a pledge becomes uncollectible, the pledge will be charged off as bad debt expense.

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment and related accumulated depreciation consist of the following:

	2010	2009
Land	\$ 41,765	\$ 41,765
Building	180,335	180,335
Building improvements	1,481,215	1,501,443
Furniture, fixtures and equipment	201,851	219,334
Computer equipment	129,363	117,282
	2,034,529	2,060,159
Less accumulated depreciation	(962,246)	(931,018)
	\$ 1,072,283	\$ 1,129,141

These amounts include approximately \$1,059,000 at September 30, 2010 and 2009, for the cost of the Visitors Information Center building, which is located on land leased from the City of Pensacola under a 20-year lease expiring in 2020. The lease requires the Chamber to pay \$10 each year and also requires the Chamber to continue operating the Visitors Information Center on this site for the duration of the lease. If the Chamber ceases to operate the Visitors Information Center on this site, ownership of the building would transfer to the City. However, it is management's intention to operate the Visitors Information Center on this site for the duration of the lease.

NOTE 5 - COMMITMENTS AND CONTINGENCIES

Concentration of Credit Risk - Uninsured Cash Balances:

The Chamber and Affiliates' cash balances held at financial institutions are insured by the Federal Deposit Insurance Corporation ("FDIC") up to certain limits. At September 30, 2010, the Chamber had cash balances of \$795,132 in excess of insured limits.

Concentration - Major Support:

The Chamber receives a substantial amount of its support from local governments. A significant reduction in the level of this support, if this were to occur, may have an effect on the Chamber's programs and activities.

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009

NOTE 5 - COMMITMENTS AND CONTINGENCIES (Continued)

Grant Contingencies:

The Chamber has received state and federal grants. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Chamber. In the opinion of management, any such claims should not have a material adverse effect on the financial position of the Chamber.

Operating Lease:

The Foundation leases office facilities under an operating lease expiring in March 2013. Total rent expense amounted to \$18,750 for the years ended September 30, 2010 and 2009. Future minimum lease payments under the lease are as follows:

2011	\$ 18,750
2012	18,750
2013	<u>9,375</u>
	<u>\$ 46,875</u>

NOTE 6 - MANAGEMENT AND GENERAL EXPENSES

Management and general expenses consist of the following:

	<u>2010</u>	<u>2009</u>
Salaries and related payroll expense	\$ 811,405	\$ 900,507
Depreciation	83,733	81,118
Other	<u>130,491</u>	<u>96,431</u>
	<u>\$ 1,025,629</u>	<u>\$ 1,078,056</u>

PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC. AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2010 AND 2009

NOTE 7 - RELATED PARTY TRANSACTIONS

Various members of the Chamber's Board of Directors hold key positions with vendors used by the Chamber and Affiliates. Total expenditures to these vendors totaled \$178,079 and \$185,766 at September 30 2010 and 2009, respectively.

There were no amounts payable to these vendors as of September 30, 2010 and 2009, respectively.

NOTE 8 - BP FUNDING/ LODGING VOUCHER PROGRAM

During the year ended September 30, 2010, the Chamber received \$2,026,844 of BP advertising funding from the County for marketing related to the Deepwater Horizon oil spill. Of this amount, \$1,795,844 was spent on advertising and promotion and the remaining \$231,000 was appropriated for a lodging voucher program to provide American Express gift cards to qualifying visitors during the recovery period.

At September 30, 2010, the Chamber had gift cards on hand totaling \$117,800, which is included in deferred revenue and cash and cash equivalents on the statement of financial position. Revenues and expenses are recognized as gift cards are issued to qualifying visitors.

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Pensacola Bay Area Chamber of Commerce, Inc.
Pensacola, Florida

We have audited the consolidated financial statements of the Pensacola Bay Area Chamber of Commerce, Inc. ("the Chamber") and Affiliates as of and for the years ended September 30, 2010, and have issued our report thereon dated December 20, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audits, we considered the Chamber and Affiliates' internal control over financial reporting as a basis designing our auditing procedures for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Chamber and Affiliates' internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the organization's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Board of Directors
Pensacola Bay Area Chamber of Commerce, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Chamber and Affiliates' consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Chamber and Affiliates' Board of Directors and management, and federal and state awarding agencies, and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida
December 20, 2010

2/3/2011
CR I-2B



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

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

Clerk & Comptroller's Report

Item #: 3.

Date: 02/03/2011

Minutes and Reports

From: Doris Harris

Recommendation:

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

- A. Accept for filing with the Board's Minutes, the Report of the Agenda Work Session held January 20, 2011;
- B. Approve the Minutes of the Regular Board Meeting held January 20, 2011; and
- C. Accept for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 13, 2011.

(TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

CR I-3

REPORT OF THE AGENDA WORK SESSION
HELD JANUARY 20, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 10:08 a.m.)

Present: Commissioner Kevin W. White, Chairman, District 5
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Gene M. Valentino, District 2
Commissioner Grover C. Robinson, IV, District 4
Mrs. Lisa N. Bernau, Chief Deputy Clerk, representing the
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Mr. Charles R. "Randy" Oliver, County Administrator
Mrs. Alison Rogers, County Attorney
Mrs. Cheryl Maher, Accounting Supervisor, Clerk and Comptroller's Office
Mrs. Doris Harris, Deputy Clerk to the Board
Mrs. Judy H. Witterstaeter, Administrative Assistant, County Administrator's Office

Absent: Commissioner Marie K. Young, District 3

1. FOR INFORMATION: The agenda package for the 5:30 p.m., January 20, 2011, Regular Board Meeting, was reviewed as follows:
 - A. County Administrator Oliver; County Attorney Rogers; Judy H. Witterstaeter, County Administrator's Office; Wesley J. "Wes" Moreno, Deputy Bureau Chief, Public Works Bureau, and Keith Wilkins, Deputy Bureau Chief, Community & Environment Bureau. reviewed the agenda cover sheet;
 - B. Cheryl Maher, Accounting Supervisor, Clerk and Comptroller's Office, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Bureau Chief, Development Services Bureau, reviewed the Growth Management Report;
 - D. County Administrator Oliver; County Attorney Rogers; Judy H. Witterstaeter, County Administrator's Office; Joy D. Blackmon, Bureau Chief, Public Works Bureau; and Keith Wilkins, Deputy Bureau Chief, Community & Environment Bureau, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report, with comments from County Administrator Oliver concerning Item 1-1; and
 - F. Commissioner Robinson and Commissioner Valentino each reviewed his add-on item(s), and Barbara Mayall provided comments concerning Public Forum.

NAME

DEPARTMENT/AGENCY

1	John Sims	ECFR
2	Sonya Daniel	PIO
3	Kelly Cooke	PIO
4	Brandi Ziglar	PIO
5	Clauudia Simmons	Plurich.
6	Jon Smith	HR
7	Mike Weaver	PS
8	TERRY GRAY	Pw Fleet
9	Jim Sanders	Crime - Rescue
10	Joy Blacker	Public Works
11	Romy Lovey	MBS
12	DAVID MUSSELWHITE	I.T.
13	Larry Goodwin	PIW
14	Larry M. Jones	Admin
15	Bob Dennis	MBS/Purchasing
16	Tim Hunt	CEC
17	Jay Jones	PW - Parks
18	Wes Moreno	PW
19	Michael Rhodes	Recreation
20	CARRY ATKA	PCSD
21	Edward	PW FACILITIES M&T
22	Carrie Guffey	citizen
23	Greg Allen	PBS&T
24	Jeff Helms	PBS&T
25	JASON RYAN	PBS&T
26	Robert Engel	United Way
27	VALERIE C. JONES	CAEB.
28	BRENT SCHNEIDER	JONES EDMUNDS
29	Barbara Mayall	Citizen
30	JAMES COX	CITIZEN

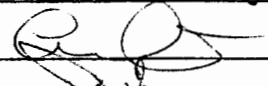
NAME

DEPARTMENT/AGENCY

1	<i>John Ege</i>	PNT
2	<i>Don</i>	BCC
3	<i>Melana Brazwell</i>	BCC D1
4	<i>Betsy Azeltor</i>	BCC D4
5	<i>Pawn Jacobs</i>	BCC D5
6	<i>Alyson Cain</i>	DSB
7	LOYD KERR	DSB
8	Dale BAKER	DSB
9	Keith Wilkins	C&E
10	Tim Gordon	Der Srs
11	Tim Vinson	Hinkley Center UF
12	Tim Townsend	Univ FL
13	AT Photo	TXM
14	Swain Holt	CEB/SWM
15	MARK Hadlock	JR
16	Ham Allie	Expansion
17	Bobby Wilkerson	NETC
18	Eva Peterson	CRA
19	KEN GORDON	ECAT
20	Don & Jo Barber	citizen
21	<i>Charles Jacobs</i>	CAU
22	<i>Robert D. ...</i>	B/C
23		
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NAME

DEPARTMENT/AGENCY

1	Cheryl Maher	Clerk's Finance
2	Doris Harris	Clerk to the Board
3	Charles R. Owen	County Administrator
4	Judy Witterstater	CAO
5	KEVIN W WHITE	BCC
6	Wilson Robertson	BCC
7	Rene M. Valente	BCC
8	Grover Robinson	BCC
9		City Atty
10	Shirley Simpson	" J " J Coffin
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AI-373

Item #: 14.

BCC Regular Meeting

Date: 02/03/2011

SUBJECT:

GMR

Attachments

GMR

GROWTH MANAGEMENT REPORT
February 3, 2011

I. PUBLIC HEARING

1. Review of the Rezoning Case heard by the Planning Board on January 10, 2011

RECOMMENDATION:

That the Board take the following action concerning the rezoning case heard by the Planning Board on January 10, 2011:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2011-01 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	Z-2011-01
Location:	300 Highway 95-A
Property Reference No.:	14-1N-31-1004-001-004
Property Size:	13.3 (+/-) acres
From:	VM-1, Villages Mixed Residential/Commercial District (gross density for residential uses 4 du/per acre)
To:	GBD, Gateway Business District
FLU Category:	I, Industrial & MU-6, Mixed Use 6
Commissioner District:	5
Requested by:	Wiley C. "Buddy" Page Agent for Universal Fabricators, Inc.
Planning Board Recommendation:	Approval
Speakers:	Wiley C. "Buddy" Page

2. 5:45 p.m. – Public Hearing – Amendment to the Official Zoning Map

RECOMMENDATION:

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on January 10, 2011 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. – Public Hearing – LDC Ordinance – Articles 3 & 6 “Wind Turbines”

RECOMMENDATION:

That the Board review and approve an Ordinance to the Land Development Code (LDC) amending Article 3 “Definitions,” to define “small wind energy systems” and “wind turbines”; and amending Article 6 “Zoning Districts,” to add such structures as an allowable accessory use, provided all standards are met.

4. 5:47 p.m.- Public Hearing - Parade of Homes - Issuance of Additional Model Home Permits

RECOMMENDATION:

That the Board approve the issuance of an additional six model home permits for purposes of constructing the display homes for the annual Parade of Homes event, pursuant to Article 4.01.03.E of the Land Development Code (LDC). The event is scheduled to be held April 16-24, 2011, in the Fiddler's Walk subdivision.

II. CONSENT AGENDA

1. Schedule of Public Hearings

RECOMMENDATION:

That the Board authorize the scheduling of the following Public Hearing(s):

Thursday, March 3, 2011

5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on February 7, 2011.

Case No.	Z-2011-02
Location:	5890 Hwy 99
Property Reference No.:	05-3N-32-1310-000-000
Property Size:	23.82(+/-)
From:	VAG-1, Villages Agriculture District (5 du/100 acres on one acre parcels)
To:	VAG-2, Villages Agriculture District (1 du/5 acres)
FLU Category:	AG, Agriculture
Commissioner District:	5
Requested by:	Michael E. Black and Kristi Y. Black, Owners



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Public Hearing Item #: 1.

Growth Management Report

Date: 02/03/2011

Issue: Review of the Rezoning Case heard by the Planning Board on January 10, 2011

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board take the following action concerning the rezoning case heard by the Planning Board on January 10, 2011:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2011-01 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	Z-2011-01
Location:	300 Highway 95-A
Property Reference No.:	14-1N-31-1004-001-004
Property Size:	13.3 (+/-) acres
From:	VM-1, Villages Mixed Residential/Commercial District (gross density for residential uses 4 du/per acre)
To:	GBD, Gateway Business District
FLU Category:	I, Industrial & MU-6, Mixed Use 6
Commissioner District:	5
Requested by:	Wiley C. "Buddy" Page Agent for Universal Fabricators, Inc.
Planning Board Recommendation:	Approval
Speakers:	Wiley C. "Buddy" Page

BACKGROUND:

The above case was owner initiated and heard at the January 10, 2011 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or

modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board.

Attachments

Z-2011-01

Z-2011-01

IN AND FOR ESCAMBIA COUNTY, FLORIDA
 ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the Escambia County Planning Board, on Monday, January 10, 2011, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, commencing at 8:30 a.m.

APPEARANCES

PLANNING BOARD:

- WAYNE BRISKE, CHAIRMAN (Not present)
- TIM TATE, VICE CHAIRMAN
- DOROTHY DAVIS
- STEVEN BARRY
- R. VAN GOODLOE
- KAREN SINDEL
- ALVIN WINGATE
- PATTY HIGHTOWER, SCHOOL BOARD MEMBER
- STEPHANIE ORAM, NAVY REPRESENTATIVE
- STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

DEVELOPMENT SERVICES BUREAU:

- HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING
- DAVID FORTE, PROJECTS AND COMPREHENSIVE PLANNING
- GENERAL PUBLIC

PROCEEDINGS

1 MR. TATE: Good morning. I would like to call
 2 this meeting to order. At this time I'll ask y'all
 3 to rise for the Invocation and the Pledge.
 4 Mr. Wingate.
 5 (Invocation and Pledge of Allegiance.)
 6 MR. TATE: Do we have Proof of Publication?
 7 MS. SPITSBERGEN: Yes, sir, we do. The meeting
 8 was advertised in the December 23rd, 2010 Pensacola
 9 News Journal.
 08:37 10 MR. TATE: All right. Do I have a motion to
 11 waive the reading of the legal advertisement?
 12 MR. BARRY: So moved.
 13 MR. GOODLOE: Second.
 14 MR. TATE: Thank you. It passed.
 15 I guess I better ask for a vote on that. Did I
 16 miss -- we're all in favor. All right.
 17 (The motion passed unanimously.)
 18 MR. TATE: Just before we get started real
 19 quick, there's a lot of people here and two
 08:37 20 different issues going on, I think. I want to make
 21 sure if you're here to speak for rezoning case we're
 22 about ready to deal with on 95-A that you filled a
 23 form out and brought it forward. I've only received
 24 one form. We'll cover that in a little bit, too, on
 25

TAYLOR REPORTING SERVICES, INCORPORATED

I N D E X

	<u>Page</u>
1 Opening Remarks by Vice-Chairman Tate	3
2 Proof of Publication	3
3 Exhibit A, Rezoning Hearing Package and Legal Advertisement	8
4 CASE NO: Z-2011-01	8
5 Location: 300 Highway 95-A	
6 Parcel: 14-1N-31-1004-001-004	
7 From: VM-1, Villages Mixed Residential/Commercial District (gross density of residential uses 4 du/per acre)	
8 To: GBD, Gateway Business District	
9 FLU Category: I, Industrial & MU-6, Mixed-Use 6	
10 BCC District: 5	
11 Requested by: Wiley C. "Buddy" Page, Agent For Universal Fabricators, Inc.	
12 Presentation of Maps and Photographs	10
13 Presentation by Buddy Page	11
14 Presentation by David Forte	15
15 Public Testimony: None	
16 Recommendation by the Board	21
17 CERTIFICATE OF REPORTER	22

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1 the topic, but, ma'am, if you would like to bring it
 2 forward here, they will take care of it for you.
 3 At this hearing the Planning Board is acting
 4 under its authority to hear and make recommendations
 5 to the Board of County Commissioners on rezoning
 6 applications. These hearings are quasi-judicial in
 7 nature. Quasi-judicial hearings are like
 8 evidentiary hearings in a court of law, however,
 9 less formal. All testimony will be given under oath
 08:38 10 and anyone testifying before the Planning Board may
 11 be subject to cross-examination. All documents and
 12 exhibits that the Planning Board considers will be
 13 entered into evidence and made part of the record.
 14 Opinion testimony will be limited to experts and
 15 closing arguments will be limited to the evidence in
 16 the record. Before making a decision, the Planning
 17 Board will consider the relevant testimony, the
 18 exhibits entered into evidence and the applicable
 19 law.
 08:38 20 Each individual who wishes to address the
 21 Planning Board must complete a speaker request form
 22 and submit it to the Planning Board clerk. These
 23 forms are located on the table at the back of the
 24 chamber. You will not be allowed to speak unless
 25 you have completed a form. Please note that only
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 those individuals who are present and give testimony
 2 on the record at this hearing before the Planning
 3 Board will be allowed to speak at the subsequent
 4 hearing before the Board of County Commissioners.
 5 Is that better? Sorry. Do I need to start
 6 over? Okay.
 7 No new evidence can be presented at the BCC
 8 meeting. Therefore, all testimony and evidence must
 9 be presented today.
 08:39 10 The Planning Board will provide a
 11 recommendation for each rezoning request to the
 12 Board of County Commissioners, which will review
 13 testimony, documents and exhibits and consider the
 14 closing arguments and make a final decision. All
 15 decisions by the BCC are final. Anyone who wishes
 16 to seek judicial review of the decision of the Board
 17 of County Commissioners must do so in a court of
 18 competent jurisdiction within 30 days of the date
 19 the Board of County Commissioners approves or
 08:40 20 rejects the recommended order of the Planning Board.
 21 All written or oral communications outside of
 22 this hearing with members of the Planning Board
 23 regarding matters under consideration today are
 24 considered ex parte' communications. Ex parte'
 25 communications are presumed prejudicial under
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 Florida law and must be disclosed as provided in the
 2 Board of County Commission Resolution 96-13. As
 3 each case is heard, the Chair will ask that any
 4 Board member who has been involved in any ex parte'
 5 communication please identify themselves and
 6 describe the communication.
 7 As required by Section 2.08.02.D of the
 8 Escambia County Land Development Code, the Planning
 9 Board's recommendation to the Board of County
 08:40 10 Commissioners shall include consideration of the
 11 following six criterion:
 12 Consistency with the Comprehensive Plan.
 13 Whether the proposed amendment is consistent with
 14 the Comprehensive Plan.
 15 Consistency with the code. Whether the
 16 proposed amendment is in conflict with any portion
 17 of the Land Development Code and is consistent with
 18 the stated purpose and intent of the Land
 19 Development Code.
 08:41 20 Compatibility with surrounding uses. Whether
 21 and the extent to which the proposed amendment is
 22 compatible with existing and proposed uses in the
 23 area of the subject property.
 24 Changed conditions. Whether and the extent to
 25 which there are any changed conditions that impact
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 the amendment or property.
 2 Effect on the natural environment. Whether and
 3 to the extent the proposed amendment would result in
 4 significant adverse impacts on the natural
 5 environment.
 6 Development patterns. Whether and the extent
 7 to which the proposed amendment will result in a
 8 logical and orderly development pattern.
 9 At the beginning of each case, as long as there
 08:41 10 are no objections from the applicant, we will allow
 11 staff to briefly present the location and zoning
 12 maps and photographs for the property.
 13 Then we will hear from the applicant and any
 14 witnesses that he or she may wish to call. Then
 15 we'll hear from the staff and any witnesses that
 16 they may wish to call. Finally, we'll hear from
 17 members of the public who have filed a speaker
 18 request form.
 19 At this time I would like to swear in any of
 08:42 20 the staff that are going to be used.
 21 (County staff sworn.)
 22 MR. TATE: The Board has previously qualified
 23 all these individuals to offer expert testimony in
 24 the area of land use and planning. Does anyone have
 25 any questions regarding his or her qualifications
 TAYLOR REPORTING SERVICES, INCORPORATED

8

1 and ability to offer expert testimony? Thank you.
 2 The rezoning hearing package for Z-2011-01 with
 3 staff's Findings-of-Fact has previously been
 4 provided to Board members. The Chair will entertain
 5 a motion to accept the rezoning hearing package with
 6 staff's Findings-of-Fact and the legal advertisement
 7 into evidence. Do we have a motion?
 8 MS. DAVIS: I so move.
 9 MR. TATE: Do we have a second?
 08:42 10 MS. SINDEL: Second.
 11 MR. TATE: All in favor.
 12 (Board members vote.)
 13 MR. TATE: Those opposed?
 14 (None.)
 15 MR. BRISKE: The motion passes.
 16 (The motion passed unanimously.)
 17 MR. TATE: The rezoning hearing package with
 18 staff's Findings-of-Fact and the legal advertisement
 19 will be marked and included in the record as
 08:43 20 Composite Exhibit A for all of today's case, of
 21 which we only have one.
 22 (Exhibit A, Rezoning Hearing Package and Legal
 23 Advertisement, was identified and admitted.)
 24 MR. TATE: This rezoning for consideration is
 25 Case Number Z-2011-01, which requests rezoning of
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1 300 Highway 95-A from VM-1, Villages Mixed Use,
 2 Residential Commercial District, to GBD, a Gateway
 3 Business District, as requested by Mr. Buddy Page
 4 for the applicant.
 5 Members of the Board, have there been any ex
 6 parte' communications between you and the applicant,
 7 or the applicant's agents, attorneys or witnesses,
 8 with fellow Planning Board members or anyone from
 9 the general public prior to this hearing? Also,
 08:43 10 have you visited the property? Please disclose if
 11 you are a relative or a business associate of the
 12 applicant or the agent. We will start.
 13 MS. ORAM: Nothing to disclose.
 14 MS. HIGHTOWER: Nothing to disclose.
 15 MR. GOODLOE: Nothing to disclose.
 16 MR. BARRY: No communication, but I'm familiar
 17 with the parcel.
 18 MS. DAVIS: No communication.
 19 MR. WINGATE: I visited the site by a drive-by.
 08:44 20 MS. SINDEL: Nothing to disclose.
 21 MR. TATE: I am familiar with the site and I
 22 have had communication with not the applicant, but a
 23 member of the public who lives on Country Lane who
 24 was notified of the case. The gentleman, Mr. James
 25 Hicks, is a good personal friend of mine. He's a
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1 former Planning Board member, as well. The nature
 2 of his question to me was what is Gateway Business
 3 District? He wanted to know what was allowable
 4 within that district. We did not speak to the
 5 nature of the zoning or what we were going to do. I
 6 previously discussed this with Mr. West and do not
 7 feel that I have a conflict acting in this capacity
 8 today.
 9 Mr. West, do you have any?
 08:45 10 MR. WEST: You're correct.
 11 MR. TATE: Thank you.
 12 Staff, was notice of the hearing sent to all
 13 interested parties?
 14 MR. FORTE: Yes, sir, it was.
 15 MR. TATE: Was notice of the hearing posted on
 16 the subject property?
 17 MR. FORTE: Yes, sir, it was.
 18 MR. TATE: Staff will now present the maps and
 19 photographs for this case.
 08:45 20 (Presentation of Maps and Photographs.)
 21 MR. FORTE: David Forte, Urban Planner,
 22 Development Services Bureau. Again, this is
 23 Z-2011-01 from VM-1 to GBD. Here you see the
 24 location and wetlands map. The 2009 aerial. The
 25 Future Land Use and existing land use. It's a split
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1 Future Land Use of Industrial and, I believe, that's
 2 MU-6. The current zoning of VM-1. The public
 3 notice sign on the actual subject site. Looking
 4 north along Highway 95-A. Looking south. Looking
 5 north along Woodbury Circle. Looking south from the
 6 northeast corner of the subject property. Looking
 7 west from the subject property. The subject
 8 property itself. Another site of the subject
 9 property. The County Appraiser's map. The 500-foot
 08:46 10 radius map and the 500-foot mailing list. That
 11 concludes the maps and photos.
 12 MR. TATE: Mr. Page, would you please come
 13 forward. Would you please swear in Mr. Page.
 14 (Buddy Page, sworn.)
 15 MR. TATE: Please state your full name for the
 16 record.
 17 MR. PAGE: Thank you, Mr. Chairman. Buddy
 18 Page, 5337 Hamilton Lane, Pace, Florida 32571.
 19 MR. TATE: Have you received a copy of the
 08:46 20 rezoning hearing package with staff's
 21 Findings-of-Fact?
 22 MR. PAGE: Mr. Chairman, I have.
 23 MR. TATE: Do you understand that you have the
 24 burden of providing substantial and competent
 25 evidence that the proposed rezoning is consistent
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1 with the Comp Plan, furthers the goals, objectives
 2 and policies of the Comprehensive Plan and is not in
 3 conflict with any portion of the County's Land
 4 Development Code?
 5 MR. PAGE: Yes, sir.
 6 MR. TATE: Please proceed with your testimony.
 7 MR. PAGE: Thank you, Mr. Chairman. As the
 8 staff presentation already showed, the industrial
 9 site is located in the Cantonment area, previously
 08:47 10 used as a trucking terminal, Evergreen Trucking
 11 Terminal. As you saw in the aerials there were
 12 quite a few trucks as part of that aerial
 13 identification package.
 14 It is currently split zoned. The front portion
 15 of it is zoned Industrial and the rear portion of it
 16 is zoned MU-6. In meeting with the staff it was the
 17 thought that a Gateway Business District, which is
 18 fairly predominant in that area to begin with, would
 19 be more of an appropriate upzoning for a use as is
 08:48 20 proposed for this particular site, so that's what we
 21 applied for.
 22 Under Criterion (1), Mr. Chairman, the package
 23 we turned in, the staff found that the proposed
 24 amendments were consistent with the Comprehensive
 25 Plan under Criterion (1).
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1 And under Criterion (2), consistency with the
 2 code, the staff, too, found that the request for
 3 that zoning category was consistent with the Land
 4 Development Code, as well.
 5 Under Criterion (3), the compatibility with the
 6 surrounding areas, the use that is predominant in
 7 the area, of course, is Champion International Paper
 8 and associated type of facilities that support that
 9 type of operation, a railroad track and so forth.
 08:48 10 So there's a fair amount of nonresidential type
 11 activity. The proposed use for that site I'm not
 12 sure that it would be appropriate, Mr. Chairman, to
 13 get into that because that's speculative and there
 14 are a lot of things allowed under that, but I think
 15 it's suffice to say that the new owner that has
 16 bought this out of bankruptcy court in Orlando
 17 proposes an intensity of use that's probably one one
 18 hundredths of what the neighborhood may have been
 19 used to.
 08:49 20 Mr. Chairman, under Criterion (3), we feel like
 21 that we would be very compatible in the Gateway
 22 Business District category because it allows what
 23 the new owner proposes to do and the staff has found
 24 that that Gateway Business District category is
 25 certainly compatible with the surrounding areas.
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1 Under Criterion (4), changed conditions, we,
 2 too, are not aware of any significant changes in
 3 that particular area of the county zoning-wise.
 4 Criterion (5), the effect on the natural
 5 environment. The particular site has an L-shaped
 6 holding pond that was seen in the overhead aerial.
 7 Part of it runs across the easterly portion of the
 8 property and part of it, a considerable amount of it
 9 over the westerly or, let's see, the southerly
 08:50 10 portion that would separate it from the residential
 11 area. That's a fairly dense area. All the
 12 vegetation will be left there. The new owner
 13 recognizes that there will be a fair amount of
 14 requirements in terms of buffering as he moves
 15 through this overall process and he certainly wants
 16 to maintain that integrity of the buffer to separate
 17 his proposed use from the adjacent neighborhood.
 18 And, Mr. Chairman, under Criterion (6), the
 19 development patterns, the staff did conclude with
 08:50 20 our application that that Gateway Business District
 21 request would be consistent and certainly compatible
 22 with that type of activity going on in the
 23 Cantonment area and as a result of that, the
 24 development pattern should be acceptable under
 25 what's proposed here today.
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1 So, Mr. Chairman, that's basically our somewhat
 2 annotated presentation to the Board. I'll be happy
 3 to attempt to answer any questions that the Board
 4 might have at this point.
 5 MR. BRISKE: I think at this point we'll just
 6 continue to move through.
 7 MR. PAGE: Very good.
 8 MR. TATE: Can we have staff's presentation at
 9 this time?
 08:51 10 (Presentation by David Forte.)
 11 MR. FORTE: Staff's Findings-of-Fact for
 12 Z-2011-01, Criterion (1), consistency with the
 13 Comprehensive Plan. The proposed amendment is
 14 consistent with the intent and purpose of the Future
 15 Land Use categories Industrial and MU-6.
 16 Approximately 15 percent of the total acreage of the
 17 subject property is Industrial, which allows for the
 18 commercial industrial uses permitted in the proposed
 19 GBD zoning district. The remaining acreage, MU-6,
 08:52 20 allows for a mix of commercial and industrial uses.
 21 Criterion (2), consistency with the code. The
 22 proposed amendment is consistent with the intent and
 23 purpose of the Land Development Code. The Gateway
 24 Business District is intended to provide Commercial
 25 C-1 and C-2 type uses within the area of Highway 29
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1 provided all conditions stated in LDC Section
 2 6.05.29 are met. The Planning Board may grant an
 3 exemption to the locational criteria as stated in
 4 LDC Section 7.20.03.D. Further review from the
 5 Development Review Committee will be needed to
 6 ensure the buffering requirements and other
 7 performance standards for the GBD zoning district
 8 have been met should this amendment be granted.
 9 Criterion (3), compatibility with surrounding
 08:52 10 uses. The proposed amendment is compatible with the
 11 surrounding and existing uses in the area. Within
 12 the 500-foot radius impact area, staff observed
 13 approximately 51 parcels, excluding the subject
 14 parcel, with zoning districts of V-1, V-3, V-R1,
 15 ID-2 and GBD. There are 37 single-family
 16 residences, one church, one gasoline station, one
 17 office, one bank, one parcel with offices, and a
 18 pizza shop, eight vacant parcels and a borrow pit
 19 within the 500-foot radius.
 08:53 20 Criterion (4), changed conditions. Staff found
 21 no changed conditions that would impact the
 22 amendment or property.
 23 Criterion (5), effect on the natural
 24 environment. According to the National Wetland
 25 Inventory, wetlands and hydric soils were indicated
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1 on the eastern portion of the subject property.
 2 When applicable, further review during the
 3 Development Review Committee process will be
 4 necessary to determine if there would be any
 5 significant adverse impact on the natural
 6 environment.
 7 Criterion (6), development patterns. The
 8 proposed amendment to GBD would result in a logical
 9 and orderly development pattern because of the
 08:54 10 parcel's proximity to Highway 29 and existing GBD
 11 zoning districts within the impact area. The
 12 stringent site development standards established for
 13 the GBD zoning district protects the adjacent
 14 residential uses from the impacts of commercial type
 15 uses GBD permits.
 16 That conclude staff's Findings-of-Fact.
 17 MR. TATE: Thank you. Is there any -- do you
 18 have anything further to present, Mr. Page or staff?
 19 MR. PAGE: No, sir.
 08:54 20 MR. FORTE: No, sir.
 21 MR. TATE: Board? Okay.
 22 For those members of the public who wish to
 23 speak on this matter, please note that the Planning
 24 Board bases its decision on the criteria and
 25 exceptions described in Section 2.08.2.D of the
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1 Escambia County Land Development Code. During its
 2 deliberations, the Planning Board will not consider
 3 general statements of support or opposition.
 4 Accordingly, please limit your testimony to the
 5 criteria and exceptions described in Section
 6 2.08.02.D.
 7 Please also note that only those individuals
 8 who are present and give testimony on the record at
 9 this hearing before the Planning Board will be
 08:55 10 allowed to speak at subsequent hearings before the
 11 Board of County Commissioners.
 12 Is there anyone from the public who wishes to
 13 speak on this matter?
 14 (None indicated.)
 15 MR. TATE: If not, I'll now close the public
 16 comment portion of this hearing.
 17 Board members, do you have any questions for
 18 the applicant, staff or members of the public?
 19 I do, if no one else does, just a question for
 08:55 20 staff. In the application it seemed to be there's a
 21 portion where you all worked with the applicant in
 22 deciding or choosing the most appropriate possible
 23 zoning to use, whether it be C-2 or the GBD. What's
 24 the -- primarily, can you explain the difference
 25 between those two or C-1 either? What does the
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1 Gateway Business District provide and/or not allow
 2 that C-1 or C-2 would provide or allow or disallow?
 3 MR. JONES: The primary difference -- well, the
 4 Gateway Business District, the Gateway Business
 5 District, it focuses a lot on the landscaping
 6 provisions, but it still allows for C-1 and C-2 type
 7 uses.
 8 MR. TATE: Any C-1 or C-2 type use?
 9 MR. JONES: Yes.
 08:56 10 MR. TATE: Well, let me rephrase that. I guess
 11 that would be totally true because it does say it
 12 has to be indoor only, if I remember correctly. Is
 13 that --
 14 MR. JONES: Yes, sir. I'll go directly to the
 15 code and see what it says.
 16 MR. TATE: I believe there's a portion of it
 17 that's part of our --
 18 MR. JONES: Yes, it does. C-2 type
 19 distribution completely enclosed within confines of
 08:57 20 the building are permitted when located in a planned
 21 business development. That is saying if there's a
 22 special planned business development that's coming
 23 through, which is another part of the Land
 24 Development Code, that type of business has to be
 25 within the confines of a building for those planned
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1 business type developments with some very, very,
 2 stringent type of requirement and code that the
 3 applicant must go through if they want to do this
 4 type of planned business development.
 5 MR. TATE: So if they're not part of a planned
 6 business development, any C-1 or C-2 type use is --
 7 MR. JONES: According to what the code says
 8 that is applicable, but you've got to meet all the
 9 locational criteria and those other elements.
 08:57 10 MR. TATE: This is the first time we've dealt
 11 with the Gateway Business District, so we're trying
 12 to get our hands around what we're dealing with as
 13 far as the uniqueness of it. I don't know that
 14 there's anything unique at this point with this
 15 single site setup.
 16 MR. JONES: Again, the primary difference was
 17 because they want to make this an attractive well
 18 business plan type development which focused on the
 19 landscaping criteria.
 08:58 20 MR. TATE: How it looks.
 21 MR. JONES: Yes, how it looks.
 22 Does anybody else have any questions?
 23 All right. Is there anything further from the
 24 staff?
 25 MR. FORTE: No, sir.
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1 MR. TATE: Anything further from the applicant?

2 MR. PAGE: No, sir.

3 MR. TATE: If not, the Chair will entertain a
4 motion.

5 MR. GOODLOE: Mr. Chairman, I recommend that we
6 approve the rezoning application to the Board of
7 County Commissioners and adopt the Findings-of-Fact
8 provided in the rezoning hearing package labeled as
9 Z-2011-01.

08:58 10 MR. BARRY: Second.

11 MR. TATE: We have a motion and a second. Any
12 comments by Board members? At this time, all those
13 in favor, please raise your right hand.

14 (Board members vote.)

15 MR. TATE: The motion passes.

16 (The motion passed unanimously.)

17 MR. TATE: Thank you.

18 MR. PAGE: Thank the Board.

19 MR. TATE: At this point we will adjourn this
08:59 20 meeting and begin our next meeting in two minutes.

21 (Rezoning Hearings concluded at 8:59 a.m.)

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TAYLOR REPORTING SERVICES, INCORPORATED

1 CERTIFICATE OF REPORTER

2

3 STATE OF FLORIDA

4 COUNTY OF ESCAMBIA

5

6 I, LINDA V. CROWE, Court Reporter and Notary
7 Public at Large in and for the State of Florida, hereby
8 certify that the foregoing Pages 2 through 21 both
9 inclusive, comprise a full, true, and correct transcript of
10 the proceeding; that said proceeding was taken by me
11 stenographically, and transcribed by me as it now appears;
12 that I am not a relative or employee or attorney or counsel
13 of the parties, or relative or employee of such attorney or
14 counsel, nor am I interested in this proceeding or its
15 outcome.

16 IN WITNESS WHEREOF, I have hereunto set my hand
17 and affixed my official seal on 18th day of January 2011.

18

19

20 _____
LINDA V. CROWE, COURT REPORTER

21 Notary Public - State of Florida

22 My Commission No.: DD 848081

23 My Commission Expires: 02-05-2013

24

25

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TAYLOR REPORTING SERVICES, INCORPORATED



DEVELOPMENT SERVICES BUREAU FINDINGS-OF-FACT

REZONING CASE: Z-2011-01
January 10, 2011

I. SUBMISSION DATA:

BY: Wiley C. "Buddy" Page, Agent for
FOR: Universal Fabricators, Inc.
PROPERTY REFERENCE NO.: 14-1N-31-1004-001-004
PROJECT ADDRESS: 300 Highway 95-A
FUTURE LAND USE: I, Industrial & MU-6, Mixed-Use 6
COMMISSIONER DISTRICT: 5
BCC MEETING DATE: February 3, 2011

II. REQUESTED ACTION:

REZONE

FROM: VM-1, Villages Mixed
Residential/Commercial District
(gross density for residential uses
4 du/per acre)
TO: GBD, Gateway Business District

III. RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder,
627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) 7.A.4.7 h. The industrial category provides for and allows intensive industrial development and uses and ancillary commercial uses and provides protection for such uses from adjacent or nearby properties. It is the intent of this policy to create protected industrial areas to facilitate the continued industrial operations within the county and provide jobs and employment security for present and future residents of the county. The intensity of use for lands within this category shall be defined by limiting the maximum amount of impervious surface to 85 percent and a floor area ratio of 1.1. Also, the height, area and bulk restrictions contained within the county's zoning ordinance will further limit and restrict the intensity of use.

CPP 7.A.4.7.f.6. The MU-6 category provides for a complimentary mix of agricultural, residential, commercial and industrial uses while promoting infill development and the separation of urban and rural land uses. Allowable uses within this subset include all types of residential uses; clustered developments away from prime farmland and wetlands; compatible neighborhood uses; planned neighborhood commercial centers; planned business developments; industrial uses that are compatible with adjacent and nearby uses; religious, medical and educational facilities; public utilities and facilities; and recreational uses.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of Future Land Use categories Industrial and MU-6. Approximately, 15% of the total acreage of the subject property is Industrial which allows for the commercial and industrial uses permitted in the proposed GBD zoning district. The remaining acreage is MU-6 which also allows for a mix of commercial and industrial uses.

CRITERION (2)

Consistent with this Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

LDC 6.05.27. VM-1 villages mixed residential/commercial district.

Gross density for residential uses (four units per acre).

Maximum area for commercial uses (6,000 square feet for retail/service unless a planned neighborhood center).

A. *Intent and purpose of district.* Mixed residential/neighborhood commercial district allowing neighborhood commercial uses within single-family and multifamily residential areas. "Planned neighborhood commercial centers" which meet specific development criteria are permitted. Multifamily uses include duplexes, quadraplexes, townhouses, and patio homes, but do not include other apartment structures. No minimum lot size for new subdivisions, but development must meet overall density requirements.

All neighborhood commercial (VM-1) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7. Refer to article 11 for uses and densities allowed in VM-1, villages mixed residential/neighborhood commercial areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

B. Permitted uses.

1. Single- and multiple-family uses permitted in V-1, V-2, V-3 or V-4 districts, except as noted above.
2. Professional offices including but not limited to those of architects, engineers, lawyers, tax consultants, accountants and medical and dental clinics, real estate and insurance offices.
3. Planned neighborhood centers containing neighborhood retail sales and services with maximum square footage of 35,000.
4. Neighborhood retail sales and services listed below (gross floor area of building not to exceed 6,000 square feet unless in a planned neighborhood center). No permanent outside storage allowed.
 - a. Food and drugstores.
 - b. Personal service shops.
 - c. Clothing and dry goods store.
 - d. Specialty shops.
 - e. Banks and financial institutions.
 - f. Bakeries, whose products are made and sold at retail on the premises.
 - g. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - h. Health clubs, spa and exercise centers.
 - i. Studio for the arts.
 - j. Martial arts studios.
 - k. Bicycle sales and mechanical services.
 - l. Other retail/service uses of similar type and character of those listed herein.
5. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
6. Restaurants.
7. Automobile service stations (no outside storage, minor repair only).
8. Appliance repair shops (no outside storage or work permitted).
9. Public utility and service structures.
10. Places of worship and educational facilities/institutions.
11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
12. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

LDC 6.05.29. GBD--Gateway business district.

A. Intent and purpose of district. The district is intended to enhance specific segments of the US 29 and SR 97 corridor as a visually attractive, well planned business communities. To accomplish this purpose, stringent site development standards established adequate setbacks, landscaping, and buffering.

These districts are characterized by community-serving commercial uses located adjacent to or in immediate proximity to the US 29 corridor and in immediate proximity to SR 97 at the Alabama-Florida state line.

C-2 type distribution, manufacturing, fabrication and assembly-type operations which are completely enclosed within the confines of a building are permitted when located within a planned business development. Outside storage is permitted when screened. Such treatment is appropriate to protect nearby residential areas from the incompatible impacts of more intense uses such as noise, odors, truck traffic, glare, and visual blight.

B. *Permitted uses.*

1. C-1 and C-2 type uses with conditions noted above.
2. Planned business developments.
3. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

LDC 7.20.03.D. Zoning District Exemptions. When a property is located within the GBD zoning district, new commercial uses are not required to meet the roadway requirements of the locational criteria. Although an exemption to the roadway requirement may be granted by the Planning Board, the property will still be required to meet all of the other performance standards for the zoning district. The additional landscaping, buffering, and site development standards cannot be waived without obtaining a variance from the board of adjustment (BOA).

LDC 7.01.06.A.3. Buffering between zoning districts and uses. GBD districts, where they are adjacent to single-family or two-family districts (V-1, VR-1), require a buffer.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The Gateway Business District is intended to provide commercial C-1 and C-2 type uses within in the area of Highway 29, provided all conditions stated in **LDC 6.05.29.** are met. The Planning Board may grant an exemption to locational criteria as stated in **LDC 7.20.03.D.**

Further review from the Development Review Committee (DRC) will be needed to ensure the buffering requirements and other performance standards for the GBD zoning district have been met, should this amendment be granted.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area.

Within the 500' radius impact area, staff observed approximately 51 parcels (excluding the subject parcel) with zoning districts of V-1, V-3, VR-1, ID-2 and GBD.

There are 37 single-family residences, one church, one gas station, one office, one bank, one parcel with offices and a pizza shop, eight vacant parcels, and a borrow pit.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property(s).

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were** indicated on eastern portion of the subject property. When applicable, further review during the Development Review Committee (DRC) process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

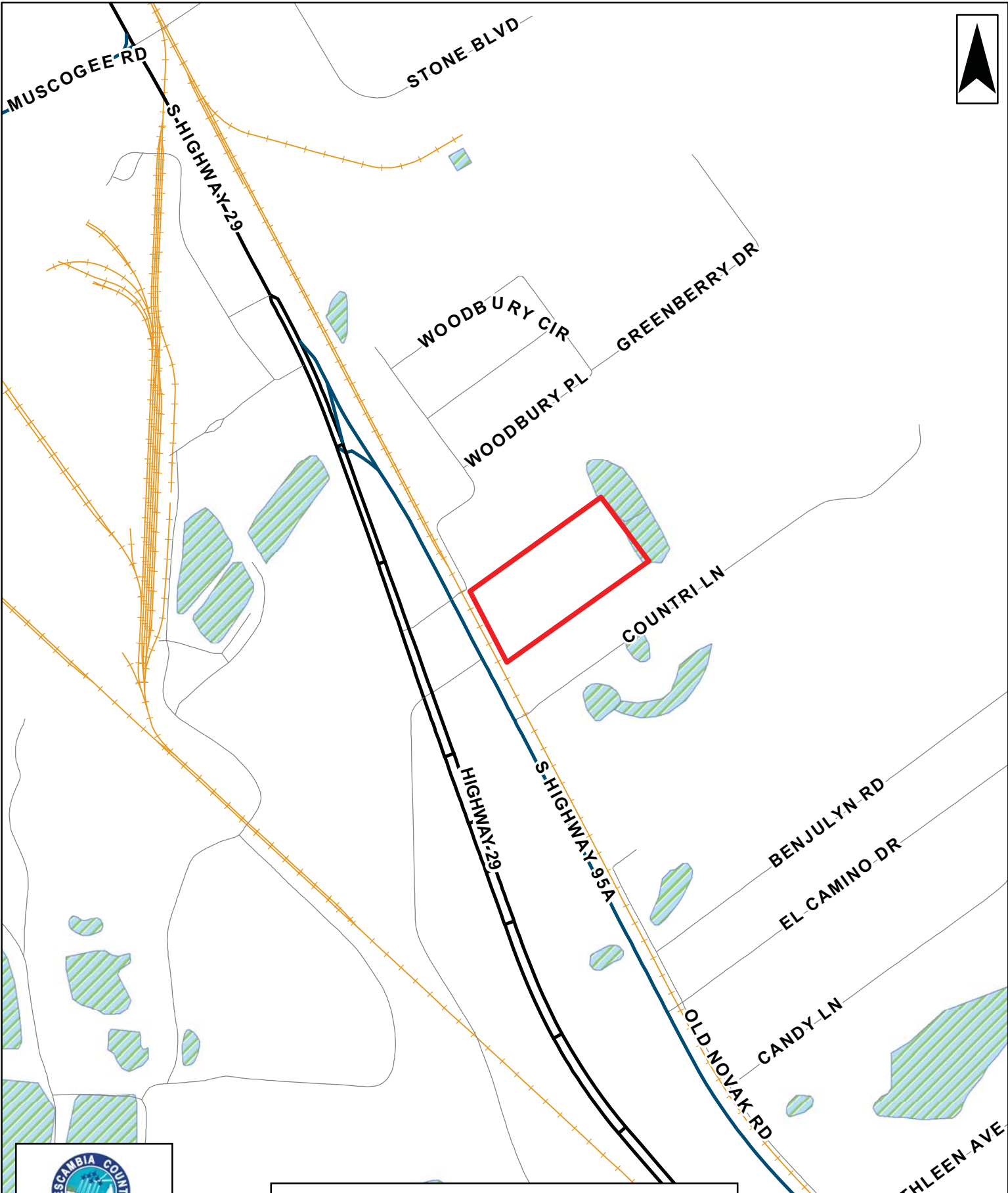

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment, GBD, **would result** in a logical and orderly development pattern because of the parcel's proximity to Highway 29 and existing GBD zoning districts within the impact area. The stringent site development standards established for the GBD zoning district protects the adjacent residential uses from the impacts of commercial type uses GBD permits.

Note: The above technical comments and conclusion are based upon the information available to Staff prior to the public hearing; the public hearing testimony may reveal additional technical information.

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau

Z-2011-01 LOCATION/WETLANDS



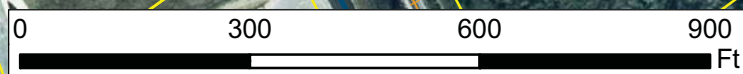
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- WETLANDS



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

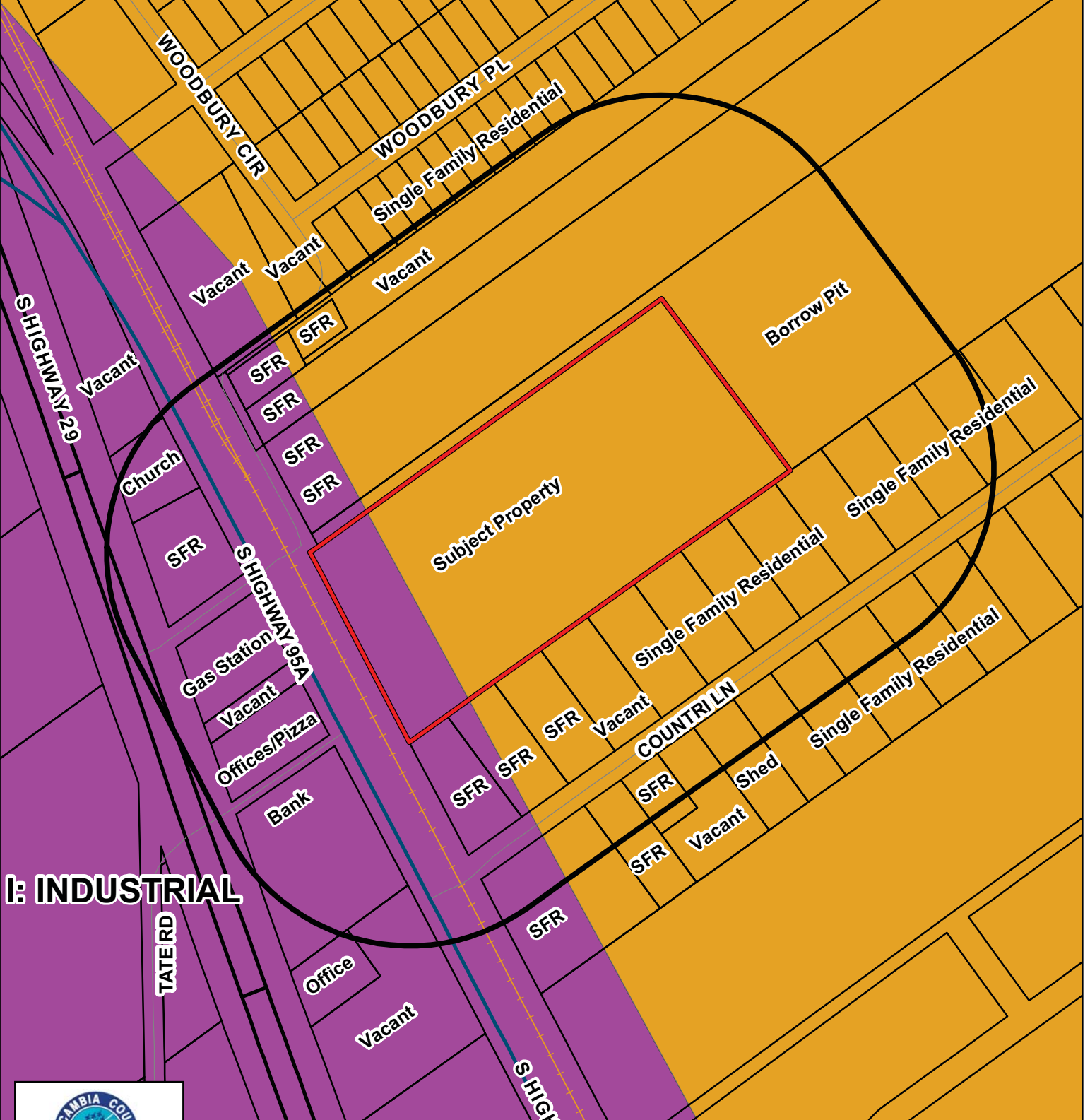
Lynette Harris
Development Services Bureau

Z-2011-01 AERIAL



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS


MU-6: VILLAGES OF GONZALEZ, CANTONMENT, AND FARM HILL



I: INDUSTRIAL

**Z-2011-01
FLU/ELU**

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau

VR-1

VR-1

V-3

WOODBURY CIR
WOODBURY DR
WOODBURY PL

VR-1

ID-2

S HIGHWAY 29

VM-1

V-1

GBD

VR-2

ID-1

S HIGH

V-2A



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Lynette Harris
Development Services Bureau

Z-2011-01
CURRENT ZONING: VM-1



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



Public Notice Sign





Looking North along Hwy 95A



Looking South along Hwy 95A



Looking North along Woodbury Circle



Looking South from Northeast corner of Subject Property



Looking West from Subject Property



Subject Property



Subject Property



Development Services Bureau
Escambia County, Florida

APPLICATION

Please check application type:

Rezoning GBD Variance Development Order Extension
 Proposed zoning: _____ Conditional Use Administrative Appeal

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Universal Fabricators, Inc. Phone: 968-5252
 Address: 2898 Old Chemstrand Road Pensacola, FL 32533 Email: _____

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 300 Highway 95-A South Cantonment
 Property Reference Number(s)/Legal Description: 14-1N-31-1004-001-004

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

[Signature]
 Signature of Owner/Agent

 Signature of Owner

Paula Brantley
 Printed Name Owner/Agent

11-15-10
 Date

 Printed Name of Owner

 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 15th day of November 20 10
 by Paula A. Brantley

Personally Known OR Produced Identification . Type of Identification Produced: _____

Vickie y. Peace
 Signature of Notary
 (notary seal must be affixed)

Vickie y. Peace
 Printed Name of Notary



FOR OFFICE USE ONLY CASE NUMBER: 2-2011-01

Meeting Date(s): January 13, 2011 Accepted/Verified by: David Forte Date: 12/2/10
 Fees Paid: \$ 1,500 Receipt #: 615722 Permit #: PR2 1012 00014

3363 West Park Place Pensacola, FL 32505
 (850) 595-3475 * FAX: (850) 595-3481



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 14-1N-31-1004-001-004

Property Address: 300 Highway 95-A South Cantonment

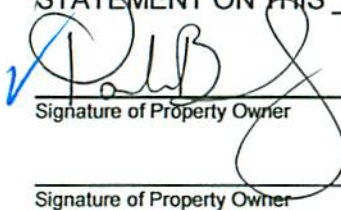
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 15 DAY OF NOV, YEAR OF 2010.



 Signature of Property Owner

 Signature of Property Owner

Paula Brantley

Printed Name of Property Owner

11-15-10

Date

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 300 Highway 95-A South Cantonment, Florida, property reference number(s) 14-1N-31-1004-001-004 I hereby designate Wiley C. "Buddy" Page for the sole purpose of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 15 day of NOV the year of, 2010 and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired.

Agent Name: Wiley C. "Buddy" Page Email: budpage1@mchsi.com
Address: 5337 Hamilton Lane Pace, FL 32572 Phone: 850-232-9853

Handwritten signature of Paula Brantley
Signature of Property Owner

Paula Brantley
Printed Name of Property Owner
11-15-10
Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 15th day of November 20 10 by Paula A. Brantley

Personally Known [checked] OR Produced Identification [unchecked]. Type of Identification Produced: _____

Handwritten signature of Vickie Y. Peace
Signature of Notary

Vickie Y. Peace
Printed Name of Notary (Notary Seal)





APPLICATION
ATTACHMENTS CHECKLIST

MM

1. For BOA, original letter of request, typed or written in blue ink & **must** include the reason for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).

Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.

✓ 2.

Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required)

✓ 3.

Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)

✓ 4.

Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)

*

✓ 5.

Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.

6. 7.

6. Legal Description of Property Street Address / Property Reference Number

7. Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.

8.

a. Rezoning: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.

b. BOA: Site Plan drawn to scale.

✓ 9.

Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.

✓ 10.

Application fees. (See Instructions page for amounts) Payment cannot be accepted after 3:00pm.

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: _____

Appointment to turn in application: _____

Appointment to review staff findings: _____

- Sales agreement
- Statement Nolan Rep. Court



11/16

**PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM**

14-IN-31-1004-001-004
Property Reference Number

Buddy Page
Name

300 Hwy 95-A
Address

Owner

Agent

Referral Form Included? **Y/N**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: location/wetlands

PROPERTY INFORMATION

Current Zoning: VM-1 Size of Property: 13.33 +/- ^(ECPA)
 Future Land Use: MU-6/I Commissioner District: 5
 Overlay/AIPD: none Subdivision: _____
 Redevelopment Area: none

COMMENTS

Desired Zoning: GBD
 Is Locational Criteria applicable? N/A If so, is a compatibility analysis required? N/A
Discussion on type of district to request GBD or C-2 -> GBD
staff to find what documents needed for proof of ownership

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process
 - BOA
 - DRC
 - Other: _____
Process Name

Staff present: David Forte, Horace Jones, Lloyd Kerr, Lynette Harris Date: 11/16/10

Applicant/Agent Name & Signature: [Signature]

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

Joseph J. Nolan, P.A.
ATTORNEY & COUNSELOR AT LAW

REAL PROPERTY LAW
CORPORATE & BUSINESS LAW

1674 WILLIAMSBURG SQUARE
LAKELAND, FLORIDA 33803
(863) 6462764 FAX (863) 6462764

RE: HIGGENBOTHAM AUCTION

Congratulations on your purchase at the Higgenbotham Auction. Our office will be handling the closing of this transaction and we look forward to working with you.

Enclosed please find a questionnaire that we will need you to fill out and return to us at your earliest convenience so we can ensure that the proper information is in your file and to begin preparing your closing package. Please keep in mind that your "Close on or Before" date is pursuant to your contract.

If you have any questions concerning this matter, please do not hesitate to contact our office. Thank you.

Sincerely,
Joseph J. Nolan, P.A.

By: Gigi
JJN/ggn
Enclosure

Please return the attached form to:
Joseph J. Nolan, P.A.
1674 Williamsburg Square
Lakeland, Florida 33803-4278
Or fax to (863)-646-2764
Or Email to Gigi@Josephjnolanpa.com

BUYER INFORMATION SHEET

Closing Agent Information:

Joseph J. Nolan, P.A.

1674 Williamsburg Square
Lakeland, Florida 33803

Phone: (863) 648-2770
Fax: (863) 646-2764

Email address: Gigi@JosephJNolanPA.com

- 1.) PROPERTY: 300 95 A South Cantonment, FL
- 2.) NAME For DEED: Lee OR Paula Brantley
- 3.) HOW WILL YOU BE TAKING TITLE? Husband and wife

SOME EXAMPES:	1.) Husband & Wife	4.) A married man	7.) An undivided ___% interest
	2.) An unmarried man	5.) A married woman	8.) A Florida Corporation
	6.) Joint tenants with right of survivorship	9.) A Florida General Partner-ship	

ONLY fill out this section if the property is to be vested in a **CORPORATION, PARTNERSHIP, ETC.**

Company Name: _____

Documents to be signed by: _____ Position: _____

3.) PLEASE PROVIDE YOUR PHYSICAL ADDRESS: _____

PO BOX ADDRESS: PO Box 969 Gonzalez, FL 32560

4.) HOW CAN YOU BE CONTACTED? (Please supply all possible phone numbers):

Home Number: _____ Work Number: 850-968-5252

Fax Number: 850-968-5433 Cell Number: 850-426-8778

Email Address: Paula@UNIVFAB.com

5.) HOW WILL YOU BE PURCHASING?
 Cash/ Cashiers Check Lender Financing Owner Financing

IF YOU ARE GETTING FINANCED though a lending institution, please fill out the information below:

Lender Name: RBC Contact Person: Cindy Gulsby

Phone Number: 850-473-2561 Fax Number: 850-478-4020

Email: Cynthia.gulsby @ RBC.com

6.) ANTICIPATED CLOSING DATE: 12-3-10
(Please refer to your Contract to Purchase, as you must close on or before the contract closing date)

*****Your timely return of this information sheet is vital to properly prepare your closing documents. This is especially true is you are financing your purchase. If this information is not received timely, your closing documents will be prepared using information from your Contract to Purchase. Any re-preparation of closing documents may result in a fee to the buyer.*****

Contract For Sale and Purchase

1666 Williamsburg Square Lakeland, Florida 33803-4278(863) 644-6681

Escambia COUNTY	FL STATE	November 3 MONTH/DATE	20 10 YEAR
Buyer: <u>Lee or Paula Brantley</u> Address: <u>2898 Old Chemstrand Rd.</u> City: <u>Cantonment</u> State: <u>FL</u> Zip: <u>32533</u> Phone: (H) _____ (B) _____		Seller: <u>Evergreen Transportation, Inc., debtor-in-possession</u> Address: <u>P.O. Box 410</u> City: <u>Evergreen</u> State: <u>AL</u> Zip: <u>36401</u> Phone: (H) _____ (B) _____	

Buyer hereby offers to purchase the following described property based upon the following terms:
 See attached Exhibit "A" for legal description
 Also Known As: 300 Hwy 95-A South, Cantonment, FL 32533

TOTAL PURCHASE PRICE of said property is \$ <u>307,000.00</u> Shall be paid as follows, to-wit: Earnest Money Deposit (5%) Held by: <u>Joseph J. Nolan P.A. Trust Acct.</u> \$ <u>15,350.00</u> <u>1674 Williamsburg Sq.</u> <u>Lakeland, FL 33803</u> <u>863-648-2770</u>	Balance payable as follows: (B) _____ _____ Balance due in cash at closing _____ _____ _____ Balance Due at Closing but subject to proration and adjustments. See Next Column (B) \$ <u>291,650.00</u>
--	---

- 1) **Closing Date:** This sale shall be closed on or before: December 3, 2010. If any necessary closing documentation is not available on the closing date, then Seller may, subject to the consent of Wells Fargo Bank, National Association, as the secured lender for Seller, extend the closing date up to thirty (30) days. The agreed upon closing agent shall be Joseph J. Nolan, PA.
- 2) **Conveyance:** Seller agrees to convey title to the aforesaid property to the Buyer by the attached Quitclaim Deed, free and clear of all encumbrances or liens except easements, restrictions, reservations of record and any applicable Governmental Rules, laws or regulations, all in accordance with the order of the bankruptcy court entered on June 30, 2010 in the case of In re Evergreen Transportation, Inc. Case No. 09-13525 (the "Auction Order").
- 3) **Recording Costs:** The required documentary stamps shall be placed on the deed by the Buyer.
- 4) **Acceptance:** This instrument shall become effective as a contract when signed by the Agent, Buyer, and Seller. If not signed by all parties on or before Friday, November 5, 2010 any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon the Buyer through the date stated in this paragraph. A legible facsimile copy or scanned email of this contract and any signatures hereon shall be considered for all purposes as an original.
 By affixing your signatures below, the parties agree to each of the forgoing provisions and that Higgenbotham Auctioneers International, Ltd., is acting as agent for the Seller.
- 5) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue, if any, of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by proration. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser (aka Tax Assessor) for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.
- 6) **Full Agreement:** No agreements unless incorporated in this contract shall be binding upon the Agent, Buyer, or Seller.

7) **Inspection:** Upon the signing of this contract, the Buyer states they have personally inspected this property, or it has been inspected by their personal representative with Power of Attorney to act in their behalf. The Buyer specifically warrants that they have performed all necessary due diligence in the inspection of this subject property including, if desired, wood destroying organisms, environmental assessments, governmental regulation inquiry and/or the condition of any improvements as this shall be deemed the sole responsibility of the Buyer. Buyer affirms that they have not relied upon any statement or representation by broker or Seller as any inducement to purchase the subject property.

8) **Assignment:** This contract may be assigned, however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.

9) **Default:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

10) **Commission:** If the Buyer fails to perform this contract within the time herein specified, time being of the essence of this agreement, the deposit made by the Buyer shall be forfeited, and the amount of such deposit shall be divided between the Agent and the Seller in accordance with the Auction Agreement among the Agent and Seller and the Auction Order.

11) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

12) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, the Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this contract shall be declared canceled.

13) **Litigation:** In any litigation brought to enforce any of the terms of this Agreement, the successful party shall be entitled to recover, in addition to other damages, his attorney's fees and court costs incurred in said litigation.

14) **Auctioneer Remarks:** Intentionally Omitted.

15) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

16) **"AS IS" Clause:** The undersigned Buyer does hereby acknowledge that the subject property is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.

17) **IRC§1031 Exchange:** The parties hereto agree to fully cooperate with the other to facilitate a like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code.

18) **No Financing Contingency:** The Buyer understands and acknowledges that this contract IS NOT contingent upon the Buyer obtaining financing.

19) **Binding Contract:** This contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the addendum (attached hereto) (none attached). If not understood, seek competent advice prior to signing.

20) **Special Agreement(s):** Buyer at its sole cost and expense, may conduct a Phase 1 and/or Phase 2 environmental assessment within 20 days after the acceptance date of this agreement. Buyer shall make all reports and analyses available to Seller. If any matters materially and adversely affecting the environmental condition of the property are discovered and are above regulatory limits for commercial property, then Buyer shall have the option to terminate this agreement and receive the earnest money deposit back in full. Buyer shall also indemnify and hold harmless Seller, its agents, successors and assigns against any liability, loss and claims arising from Buyer's and its agents activity with regards to its environmental assessment.

Accepted this 5 day of November, 2010

Buyer(s) [Signature]
Printed Name: Lee Brantley

Seller(s) [Signature]
Printed Name: DAVID WILDBERGER

[Signature]
Printed Name: Paula Brantley

Printed Name: _____

Higginbotham Auctioneers International, Ltd., Inc.
A Licensed Real Estate Broker (Agent for the Seller)

BY: _____



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Detail by Entity Name

Florida Profit Corporation

UNIVERSAL FABRICATORS, INC.

Filing Information

Document Number L24597
FEI/EIN Number 592966636
Date Filed 10/23/1989
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 08/10/1993
Event Effective Date NONE

Principal Address

2898 OLD CHEMSTRAND
CANTONMENT FL 32533 US

Changed 05/02/2000

Mailing Address

PO BOX 969
GONZALEZ FL 32560 US

Changed 05/02/2000

Registered Agent Name & Address

BRANTLEY, PAULA A
7580 SAN RAMON DR
MILTON FL 32583 US

Name Changed: 04/19/2001

Address Changed: 05/01/1994

Officer/Director Detail

Name & Address

Title PD

BRANTLEY, PAULA A
7580 SAN RAMON DR
MILTON FL 32583

Title VD

BRANTLEY, LEE P
7580 SAN RAMON DR

2010 FOR PROFIT CORPORATION ANNUAL REPORT

**FILED
Mar 30, 2010
Secretary of State**

DOCUMENT# L24597

Entity Name: UNIVERSAL FABRICATORS, INC.

Current Principal Place of Business:

New Principal Place of Business:

2898 OLD CHEMSTRAND
CANTONMENT, FL 32533 US

Current Mailing Address:

New Mailing Address:

PO BOX 969
GONZALEZ, FL 32560 US

FEI Number: 59-2966636 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

BRANTLEY, PAULA A
7580 SAN RAMON DR
MILTON, FL 32583 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ().

OFFICERS AND DIRECTORS:

Title: PD
Name: BRANTLEY, PAULA A
Address: 7580 SAN RAMON DR
City-St-Zip: MILTON, FL 32583

Title: VD
Name: BRANTLEY, LEE P
Address: 7580 SAN RAMON DR
City-St-Zip: MILTON, FL 32583

Title: TD
Name: AUSTIN, BEVERLY G
Address: 92 HWY 90 W
City-St-Zip: MILTON, FL 32570

Title: S
Name: BRANTLEY, PAULA
Address: 7580 SAN RAMON DR
City-St-Zip: MILTON, FL 32583

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAULA BRANTLEY

PD

03/30/2010

Electronic Signature of Signing Officer or Director

Date

Building Inspections Division

3300 N. Pace Blvd. Suite 300
Pensacola, Florida, 32505
(850) 595-3550

Molino Office - (850) 587-5770



Development Services

1190 W. Leonard St.
Pensacola, Florida, 32505
(850) 595-3475

RECEIPT

Receipt No. : **521645**

Date Issued. : 12/02/2010

Cashier ID : VHOWENS

Application No. : PRZ101200014

Project Name : Z-2011-01

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	10415	\$1,500.00	App ID : PRZ101200014
		\$1,500.00	Total Check

Received From : UNIVERSAL FABRICATORS INC / BUDDY PAGE

Total Receipt Amount : **\$1,500.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ101200014	615722	1,500.00	\$0.00	300 HWY 95-A S , CANTONMENT, FL, 32533

Total Amount :	1,500.00	\$0.00	Balance Due on this/these Application(s) as of 12/9/2010
-----------------------	-----------------	---------------	--

INTERNATIONAL PAPER COMPANY
PO BOX 2118
MEMPHIS TN 38101

BAPTIST HOSPITAL INC
1000 W MORENO ST
PENSACOLA FL 32501

CARTER GREGORY S & MELISSA A
3030 WOODBURY CIR
CANTONMENT FL 32533

HICKS BRANDY L
1003 WOODBURY PL
CANTONMENT FL 32533

BERMEJO LEOBARDO D
99 BROADWAY
GREENLAWN NY 11740

TAYLOR JOHN E &
1007 WOODBURY PL
CANTONMENT FL 32533

MOYE FRANK J JR
1009 WOODBURY PL
CANTONMENT FL 32533

FRAY ERIC E
1011 WOODBURY PL
CANTONMENT FL 32533

LOVINS PATRICIA C
1013 WOODBURY PL
CANTONMENT FL 32533

ARNETTE DAVID A & KORINE
1015 WOODBURY PL
CANTONMENT FL 32533

WARD CHARLES &
1017 WOODBURY PL
CANTONMENT FL 32533

KNUTSON ALLEN D & ALICE C
3808 CRABTREE CHUCH RD
MOLINO FL 32577

DUPLESSIS LIONEL M JR
1021 WOODBURY PL
CANTONMENT FL 32533

GRIGGERS JOHN C
1023 WOODBURY PL
CANTONMENT FL 32533

LEWIS JO ANNE B
3010 WOODBURY CIR
CANTONMENT FL 32533

GING MARY A LIFE EST
311 HWY 95-A SOUTH
CANTONMENT FL 32533

LAND SERVICES OF FLA LLC
4770 PEACOCK DR
PENSACOLA FL 32504

C S X TRANSPORTATION INC
C/O TAX DEPT FAMILY LRS
500 WATER ST # C910
JACKSONVILLE FL 32202-4423

HEATH CURTIS EUGENE
3020 WOODBURY CIR
CANTONMENT FL 32533

LEWIS JOANNE BENEVENTI
3010 WOODBURY CIR
CANTONMENT FL 32533

CASEY JOHN W
3016 WOODBURY CIR
CANTONMENT FL 32533

ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

TWOMAYS PROPERTY INC
PO BOX 517
GULF BREEZE FL 32562

EVERGREEN TRANSPORTATION INC
PO DRAWER 727
EVERGREEN AL 36401

MARCHANT RICK & NORMA
101 COUNTRI LN
CANTONMENT FL 32533

JUNIOR FOOD STORES OF WEST
FLORIDA INC
619 8TH AVE
CRESTVIEW FL 325360847

RBC BANK
3201 BEECHLEAF CT SUITE 700
RALEIGH NC 27604

BARRETT CHRISTINE A
103 COUNTRI LN
CANTONMENT FL 32533

DAY RONALD E & BARBARA A
105 COUNTRI LN
CANTONMENT FL 32533

HUELSBECK DORA M
109 COUNTRI LN
CANTONMENT FL 32533

HAMMON JOHN E & GERLINDE S
111 COUNTRI LN
CANTONMENT FL 32533

WEINMAN BOBBY L
PO BOX 185
CANTONMENT FL 32533

HAMMOCK TROY S & GAYLAN W
115 COUNTRI LN
CANTONMENT FL 32533

HUELSBECK JOHN W JR &
121 COUNTRI LN
CANTONMENT FL 32533

HICKS JAMES E & CAROL L
119 COUNTRI LN
CANTONMENT FL 32533

JINRIGHT JEFFERY W
PO BOX 790
CANTONMENT FL 32533

BOREN GEORGE W III
123 COUNTRI LN
CANTONMENT FL 32533

BROWN PAUL M & BETTY
112 COUNTRI LN
CANTONMENT FL 32533

FERRIS ROY & CARMEN
117 COUNTRI LN
CANTONMENT FL 32533

SMITH BILL R JR & JOHANNA E
118 COUNTRI LN
CANTONMENT FL 32533

ENGLISH MYRTLE R L &
122 COUNTRI LN
CANTONMENT FL 325339391

BRANHAM BRENDA J
120 COUNTRI LN
CANTONMENT FL 325339391

CLIFFORD MARYE C
106 COUNTRI LANE
CANTONMENT FL 32533

BURT CHARLZA BOREN
116 COUNTRI LN
CANTONMENT FL 32533

BURT BILLY
116 COUNTRI LN
CANTONMENT FL 32533

PALMER DOUGLAS A & AUDREY L
TRUSTEES
108 COUNTRI LN
CANTONMENT FL 325339391

WIGGINS DEVELOPMENTS INC
PO BOX 537
LILLIAN AL 36549

SAWYER RANDALL & MIRIAM
104 COUNTRI LN
CANTONMENT FL 32533

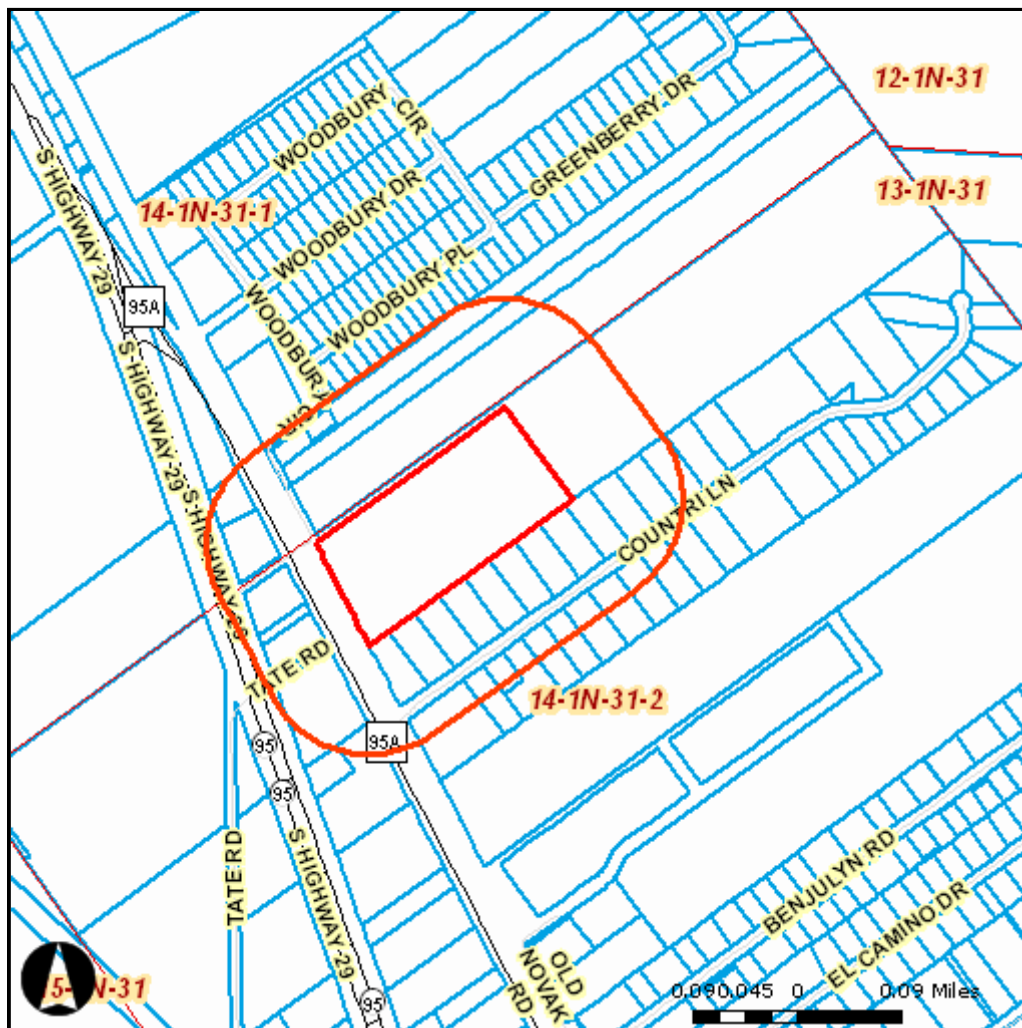
MOULTON PROPERTIES INC
PO BOX 12524
PENSACOLA FL 325912524

WILEY C. "BUDDY" PAGE
5337 HAMILTON LN
PACE FL 32572

UNIVERSAL FABRICATORS, INC
2898 OLD CHEMSTRAND RD
PENSACOLA FL 32533

500-ft radius mailing list obtained from the Escambia County Property Appraiser website (www.escpa.org)

ECPA Map



Map Grid



Major Roads

- County Road
- InterState
- State Road
- US Highway

All Roads



Property Line



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES BUREAU
3363 WEST PARK PLACE
Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Development Services
Bureau

T. Lloyd Kerr, AICP
Bureau Chief

ESCAMBIA COUNTY PLANNING BOARD

Chamber Rules

1. All who wish to speak will be heard.
2. This form must be filled out and given to the Planning Board Clerk in order to be heard.
3. When the Chairman calls your name to speak, please come to the podium, adjust the microphone so you can be heard clearly, then state your NAME and ADDRESS for the record.
4. You are requested to keep your remarks BRIEF and FACTUAL.
5. Both sides of an issue will be granted uniform time to speak, normally 3 – 5 minutes.
6. Should there be a need for information to be handed out, the procedure is:
 - A. Copies are given to the Clerk for distribution.
 - B. Clerk distributes copies to the Board members and staff (13 copies are needed in total)
 - C. One copy is placed in the official meeting file.

All items with an asterisk * are required.

Please Print Clearly

*Name: Buddy Page *Phone: 232-9853
 *Address: 5337 HAMILTON *City, State, Zip: PACE 32571
 *Agenda Item: _____ Date: _____
 *Rezoning Case #: _____ In Favor _____ Against

OFFICE USE ONLY:

Further Staff Action required: _____ Yes _____ No

Comments: _____

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared ANNA HAMMES who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

Notice of public Hearing

Was published in said newspaper in the issue(s) of:

December 23, 2010

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 23rd Day of December 2010, by ANNA HAMMES who is personally known to me.

Anna Hammes Affiant

Nikki E. Nichols Notary Public

NIKKI E. NICHOLS
 Notary Public-State of FL
 Comm. Exp. Aug. 01, 2012
 Comm. No. DD 789478

**NOTICE OF PUBLIC HEARING
 BEFORE THE ESCAMBIA COUNTY PLANNING BOARD**

The Escambia County Planning Board, sitting as the Local Planning Agency, will hold a quasi-judicial public hearing at **8:30 a.m., Monday, January 10, 2011 in the Escambia County Central Office Complex, Room 104, 3363 West Park Place, Pensacola, Florida**, to consider the following rezoning request under Part III of the Escambia County Code of Ordinances, the Land Development Code:

Case No.: Z-2011-01
Location: 300 Highway 95-A
From: VM-1, Villages Mixed Residential/
 Commercial District (gross density for residential uses 4 du/acre)
To: GBD, Gateway Business District

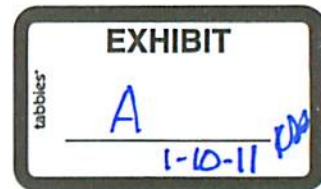
The Planning Board will make a recommendation on the rezoning request which will be considered by the Board of County Commissioners at a subsequent quasi-judicial public hearing for final decision.

To reserve your right to address the rezoning request at the hearing before the Board of County Commissioners, you must be present and give testimony on the record at the hearing before the Planning Board.

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator to the County Administrator at 595-4947 at least seven days prior to the date of the hearing. If you have any questions, please contact the Development Services Bureau at 595-3475 or 3363 West Park Place, Pensacola, FL.

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

Legal No. 1502432 1T December 23, 2010





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Public Hearing Item #: 2.

Growth Management Report

Date: 02/03/2011

Issue: 5:45 p.m. – Public Hearing – Amendment to the Official Zoning Map

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on January 10, 2011 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2011-01 was heard by the Planning Board on January 10, 2011. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Bureau and interested citizens. The Development Services Bureau will ensure proper advertisement.

Attachments

Draft Map Ordinance

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

Case No.:	Z-2011-01
Location:	300 Highway 95-A
Property Reference No.:	14-1N-31-1004-001-004
Property Size:	13.3 (+/-) acres
From:	VM-1, Villages Mixed Residential/Commercial District (gross density for residential uses 4 du/per acre)
To:	GBD, Gateway Business District
FLU Category:	I, Industrial & MU-6, Mixed Use 6

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Public Hearing Item #: 3.

Growth Management Report

Date: 02/03/2011

Issue: 5:46 p.m. – Public Hearing – LDC Ordinance – Articles 3 & 6 “Wind Turbines”

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board review and approve an Ordinance to the Land Development Code (LDC) amending Article 3 “Definitions,” to define “small wind energy systems” and “wind turbines”; and amending Article 6 “Zoning Districts,” to add such structures as an allowable accessory use, provided all standards are met.

BACKGROUND:

At the February 8, 2010 Planning Board meeting, local business professionals conducted a presentation requesting a County LDC Ordinance to permit wind turbines throughout the unincorporated areas of the County. The small wind energy systems and wind turbines Ordinance has been drafted in response to the local interest.

Although Florida compares poorly with other states in its wind energy potential, the combination of improved generator technology, more financial incentives, rising electric rates, global warming and energy security concerns, and laws requiring utilities to buy back extra power have all combined to increase the chances for small wind power systems to be proposed in unlikely places – including Escambia County. However, unless addressed by local development regulations, the greatest market challenge for small wind energy use may be political and regulatory.

And, while it would be in the best interest of the small wind industry and their customers to exercise good judgment in the placement of wind turbines, fundamentally it is topography and the wind itself that largely determine where and how high a turbine must be installed. So, if a small wind system is proposed within the county, land development regulations must be prepared to properly address it. To that end, the proposed Ordinance is based on best practices for local government to balance the interests of property owners and the community. Many of the practices have been identified by the American Wind Energy Association (AWEA), a national trade group representing many interests involved in the wind industry.

The Planning Board reviewed and approved an Ordinance defining small wind energy systems and wind turbines at the June 14, 2010 meeting. At the BCC agenda review, an interested citizen requested changes to be made to the Ordinance. The Board remanded the Ordinance back to the Planning Board for further discussion and approval of a revised Ordinance. The Planning Board held a subsequent public discussion on the Ordinance and requested that staff and the interested parties to meet and draft an Ordinance to meet the needs of each party. Staff and the interested parties have met and have revised the Ordinance for the Planning Board’s recommended approval to the BCC.

The Planning Board reviewed and recommended approval of the Ordinance at the December 13, 2010 meeting.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are 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 Bureau, the County Attorney's Office and all interested citizens. The Development Services Bureau will ensure proper advertisement.

Attachments

Legal Approval; Ordinance Draft 3A; Ordinance (clean copy); Back-Up Material; PB Summary Minutes

Articles 3 & 6 'Wind Turbines'

LDC Ordinance

Legal Approval

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 3 & 6 'Wind Turbines' LDC Ordinance Draft 3A

Date: 01/18/11

Date requested back by: 01/19/11

Requested by: David Forte

Phone Number: 595-3470



(LEGAL USE ONLY)

Legal Review by 

Date Received: Jan. 18, 2011

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

Articles 3 & 6 'Wind Turbines'

LDC Ordinance

Ordinance Draft 3A

ORDINANCE NUMBER 2011-_____

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AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, SECTION 3.02.00., TO DEFINE “SMALL WIND ENERGY SYSTEM” AND “WIND TURBINE”; AMENDING ARTICLE 6, SECTION 6.03.01., TO ADD SMALL WIND ENERGY SYSTEMS AS AN ACCESSORY USE PROVIDED ALL STANDARDS ARE MET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to define “small wind energy systems” and “wind turbines” and add small wind energy systems as an accessory use.

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 3, Section 3.02.00, is hereby amended as follows:

3.02.00. Terms defined.

Small wind energy system. A wind energy conversion system consisting of a wind turbine, structural support, and associated control or conversion electronics designed to supply some of the on-site electrical power demands of a home, farm, or small business. The turbine may be roof or tower mounted and may supply excess power to the servicing electric utility through net metering.

Wind turbine. The generator, rotor blades, and other mechanical and electrical components mounted on a structure for the purpose of converting wind energy to electrical energy.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Section 6.03.01., is hereby amended to read as follows:

6.03.01. Accessory uses. Activities or uses customarily associated with and appropriately incidental and subordinate to the principal use when located on the same lot as such principal use shall be considered an accessory use and shall adhere to the conditions set forth in this section. Such accessory uses shall be controlled in the same manner as the principal use within the district where such uses are located, except as

1 otherwise provided in section 2.10.060. Accessory uses include, but are not limited to,
2 the following:

3
4 H. Small wind energy systems. A small wind energy system is an accessory use which
5 shall meet the following standards:

6
7 1. System Height. The height of the system is the minimum necessary to reliably
8 provide the required power.

9
10 2. Prohibited use. To protect the unique scenic view, the installation of systems is
11 prohibited within the Scenic Highway Overlay District.

12
13 3. Airport and Navy review. The installation of a system or additional turbine
14 within the Pensacola Gulf Coast Regional Airport Planning District (PNSPD) or
15 any Navy Airfield Influence Planning District (AIPD) shall require applicant
16 notification to and response from the respective airport/ airfield authority. If the
17 authority has objections to the installation, the Planning Official shall consider
18 them in a final determination and may impose approval conditions on the
19 installation to address the objections.

20
21 4. Setback. The center of a system tower base shall be no closer to any part of a
22 dwelling outside of the system installation parcel than the total height of the
23 system. Additionally, no part of a system structure, including any guy wires or
24 anchors, shall be closer than five feet to the property boundary of the installation
25 parcel.

26
27 5. Appearance.

28
29 a. Design and Location. Towers shall be designed and located to minimize
30 visual impacts. Colors and surface treatment of system components shall
31 minimize visual distraction.

32
33 b. Signs. Signs on system components shall be limited to the manufacturer's
34 or installer's identification and appropriate warnings.

35
36 c. Lighting. System structures shall not be lighted, except to the extent
37 required by the Federal Aviation Administration or other applicable authority.

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40 **INTENTIONALLY LEFT BLANK**

Section 3. Severability.

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

Section 4. Inclusion in Code.

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

Section 5. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2011.

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

By: _____
Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

H:\DEV SRVCS\PRO-000 Projects\LDC Ordinances\Art. 3 & 6 Wind Turbines\BCC 02-03-11\Ordinance Draft 3A.doc

Articles 3 & 6 'Wind Turbines'

LDC Ordinance

Ordinance (clean copy)

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 3, SECTION 3.02.00., TO DEFINE “SMALL WIND ENERGY SYSTEM” AND “WIND TURBINE”; AMENDING ARTICLE 6, SECTION 6.03.01., TO ADD SMALL WIND ENERGY SYSTEMS AS AN ACCESSORY USE PROVIDED ALL STANDARDS ARE MET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to define “small wind energy systems” and “wind turbines” and add small wind energy systems as an accessory use.

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 3, Section 3.02.00, is hereby amended as follows:

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Wind turbine. The generator, rotor blades, and other mechanical and electrical components mounted on a structure for the purpose of converting wind energy to electrical energy.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Section 6.03.01., is hereby amended to read as follows:

6.03.01. Accessory uses. Activities or uses customarily associated with and appropriately incidental and subordinate to the principal use when located on the same lot as such principal use shall be considered an accessory use and shall adhere to the conditions set forth in this section. Such accessory uses shall be controlled in the same manner as the principal use within the district where such uses are located, except as otherwise provided in section 2.10.060. Accessory uses include, but are not limited to, the following:

H. Small wind energy systems. A small wind energy system is an accessory use which shall meet the following standards:

1. System Height. The height of the system is the minimum necessary to reliably provide the required power.

2. Prohibited use. To protect the unique scenic view, the installation of systems is prohibited within the Scenic Highway Overlay District.

3. Airport and Navy review. The installation of a system or additional turbine within the Pensacola Gulf Coast Regional Airport Planning District (PNSPD) or any Navy Airfield Influence Planning District (AIPD) shall require applicant notification to and response from the respective airport/ airfield authority. If the authority has objections to the installation, the Planning Official shall consider them in a final determination and may impose approval conditions on the installation to address the objections.

4. Setback. The center of a system tower base shall be no closer to any part of a dwelling outside of the system installation parcel than the total height of the system. Additionally, no part of a system structure, including any guy wires or anchors, shall be closer than five feet to the property boundary of the installation parcel.

5. Appearance.

a. Design and Location. Towers shall be designed and located to minimize visual impacts. Colors and surface treatment of system components shall minimize visual distraction.

b. Signs. Signs on system components shall be limited to the manufacturer's or installer's identification and appropriate warnings.

c. Lighting. System structures shall not be lighted, except to the extent required by the Federal Aviation Administration or other applicable authority.

INTENTIONALLY LEFT BLANK

Section 3. Severability.

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Section 4. Inclusion in Code.

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

Section 5. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2011.

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

By: _____
Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Articles 3 & 6 'Wind Turbines'


LDC Ordinance

Back-Up Material

Current Zoning District Height Limits

AG	No height limit except for specifically listed uses (ex. commercial communication towers limited to 150')
RR	No height limit
AMU-1	Residential: no <u>structure</u> > 35'; commercial: per airport/airfield limits
AMU-2	Residential: no <u>structure</u> > 35'; commercial: per airport/airfield limits
R-1	Building height: mean average roof height not > 45' above average grade
R-1 PK	Building height: no building > 35' above habitable first floor
R-2	Building height: mean average roof height not > 45' above average grade
R-2 PK	Building height: no building > 4 stories, or 2 stories less than an adjacent structure more than 4 stories on 6-1-97
R-3	Building height: mean average roof height not > 45' above average grade
R-3 PK	Building height: no building > 8 stories, or 2 stories less than an adjacent structure more than 8 stories on 6-1-97
R-4	Building height: no building > 95'
R-5	Building height: no building > 12 stories or > 120'
R-6	Building height: no building > 12 stories or > 120'
C-1	Residential: no building > 12 stories or > 120'; non-residential: conditional use for any use > 120 feet, except commercial communication towers allowed up to 150'
C-1 PK	Building height: no building > 4 stories
CCPK	Building height: no building > 18 stories + 2 additional stories for parking and/or storage
CGPK	Building height: no building > 10 stories
PRPK	Building height: no building > 10 stories
C-2	Residential: no building > 12 stories or > 120'; non-residential: conditional use for any use > 120 feet, except commercial communication towers allowed up to 150'
ID-CP	Building height: no building > 65'; commercial communication towers allowed up to 150'
ID-1	Building height: no building > 90'; commercial communication towers allowed up to 150'
ID-2	Building height: no building > 120'; commercial communication towers allowed up to 150'
S-1	No height limit
SDD	No height limit
VAG-1, 2	No height limit except commercial communication towers up to 150'
VR-1, 2, 3	No height limit
V-1, 2, 2A, 3	Building height: mean average roof height not > 45' above average grade
V-4, 5	Building height: mean average roof height not > 45' above average grade
VM-1, 2	Building height: mean average roof height not > 45' above average grade
GBD	Building height: mean average roof height not > 45' above average grade, except commercial communication towers allowed up to 150'
GID	Building height: no building > 35', except commercial communication towers allowed up to 150'
GMD	Building height: mean average roof height not > 45' above average grade, except commercial communication towers allowed up to 150'
P	Conditional use for any use > 120 feet, except commercial communication towers allowed up to 150'
WMU	No building or structure > 100'

Pensacola Beach low and medium density districts: no structure > 45'



In the Public Interest How and Why to Permit for Small Wind Systems

A Guide for State and Local Governments

**American Wind Energy Association
September 2008**

GMR: 5:46pm Articles 3 & 6 'Wind Turbines' LDC Ordinance Page 13 of 52

"We ought to have a law that allows homeowners and small business people to put up photovoltaic generators and small windmills and any other new sources of widely distributed generation that they can come up with."

- Al Gore,

March 19, 2007
CNN Glenn Beck Show

"Bad zoning not only scares away potential customers, but also dealers - the local small businesses that distribute, install, and maintain small wind systems."

- Mike Bergey,
Bergey WindPower Co.

"Planners can encourage efficient energy use, diversification of energy supply, and emissions reductions through their influence over the built and natural environments

- including both where and how we build, and where and how we preserve open spaces."

- American Planning Association.

Planning and Climate Change: Mitigation and Clean Energy Strategies.
www.planning.org/energy/index.htm

IN THE PUBLIC INTEREST: HOW AND WHY TO PERMIT FOR SMALL WIND SYSTEMS

A Guide for State and Local Governments

The greatest challenges to small-scale renewable energy are not technical, but rather financial, political, and regulatory. Confusing, inconsistent or even absent permitting processes discourage the very people a forward-thinking community would want to enable: those with the motivation and resources to generate their own clean electricity.

Small wind turbines allow homeowners, farmers, small business owners, and public facilities to generate their own clean, safe, and reliable energy for on-site use. Though thousands of towns and counties already do, many have not yet included small wind systems in their zoning codes to allow their use. The reason is often no more than a lack of familiarity with the technology, resulting in overabundant care to avoid setting a controversial precedent. This often renders the permitting process the single most daunting obstacle for would-be consumers and prevents the installation - and associated public benefits - of thousands of small wind systems.

The good news is this is easy to fix. Making the permitting process affordable, streamlined, and accountable is in the best interest of the consumer, environment, and community. This guide explains why, and identifies best practices for local governments to balance the interests of property owners and the community.

Ron Stimmel
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American Wind Energy Association
rstimmel@awea.org
(202) 383-2546

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INTRODUCTION

What Are Small Wind Turbines?

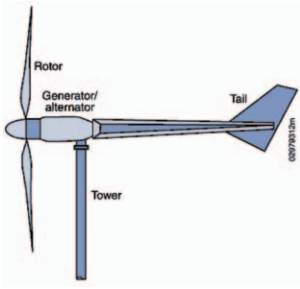
A small wind turbine is a device that produces electricity from wind. Moving air causes the turbine to rotate, which generates clean, emissions-free energy that can be used to power a home, farm, school, or small business.¹

Though most small wind turbines look like a miniaturized, "back yard" version of the large, utility-scale, three-bladed turbines, the industry encompasses over 200 different models and they can vary widely in appearance. A small wind turbine is technologically advanced but mechanically simple, with only two or three moving parts. Most feature three blades of 2-15 feet in length, a generator located at the hub, and a tail. The turbine is mounted on a steel tower 35-140 feet high, which is designed as a freestanding monopole (like a street light), a lattice tower (like a radio tower), or a guyed monopole (like a street light with

support cables from mid-tower to the ground). (See p. 10 for illustration)

Some models eliminate the traditional propeller-shaped blade design and instead feature a cylinder-like component that revolves similarly to a barbershop pole or corkscrew. Systems of this configuration are known as "vertical axis" turbines because the plane of rotation is perpendicular, or vertical, to the ground.

The technology has advanced considerably in the recent years, making small wind turbines quieter, more reliable, and better able to blend in with surrounding aesthetics. A forthcoming (2009) program to certify small wind turbines to a safety, performance, sound, and reliability standard will further promote high performance and increase consumer confidence.²



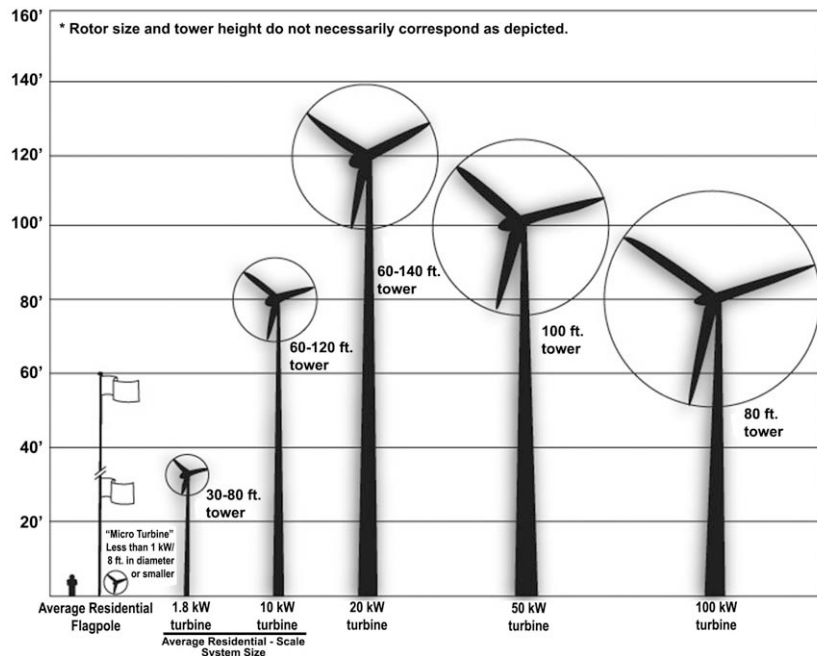
Basic parts of a traditional, Horizontal-Axis Small Wind System



Vertical-Axis Turbine



Skystream 1.8kW turbine aesthetic comparison to lampposts



¹ "Small wind system" encompasses not only the turbine, but the tower, foundation, and wiring equipment often necessary for an installation. "Small wind turbine" and "small wind system" are sometimes used interchangeably.

² The Small Wind Certification Council (SWCC) is an independent, third-party program that will, upon its introduction in 2009, certify small wind turbines tested

to a performance, safety, and reliability standard. Proposed and enacted incentives for small-turbine consumers at state and federal levels have already begun to account for this impending program by making future certification a requisite for eligibility. Other states, such as California and New York, have incorporated their own criteria for eligibility into their incentive programs in order to grant incentives only to products that meet certain performance and safety conditions.

How Are They Used?

Tens of thousands of homes, farms, small businesses, schools, and other institutions throughout the country use small wind turbines to lower or eliminate their electricity bills. Uses are diverse and quite similar to those of solar photovoltaic panels. The two technologies are in fact natural complements (wind resources are strongest in the winter and spring while solar resources are strongest in the summer) and are often used together in hybrid systems.

Some small wind systems connect to the

utility grid while others charge batteries for backup power for remote, stand-alone applications like cabins or even sailboats. Connecting to the electric grid allows a turbine owner to use electricity from the local utility when the wind does not blow, but also allows any surplus electricity - energy produced in excess of consumption, such as when winds are strong and usage is low - to be sent back into the grid and used by a neighbor. But unlike large turbines that power entire cities, small wind systems are used to produce power primarily on-site for a single user.

What Can Neighbors and the Community Expect?

After installation, which takes about two to 10 days to complete, life with a turbine in the neighborhood is largely uneventful. Visual assimilation of the new turbine is similar to neighbors becoming accustomed to a new building addition, landscaping project, or the removal of a prominent tree. The best

way to assess the impact is to visit an actual installation. With approximately 10,000 turbines sold in the U.S. every year, and in all 50 states, they are relatively easy to locate. Contact a manufacturer or local installer to see an installation first-hand. (See www.awea.org/smallwind/smsyslst.html)

Responsibilities of Turbine Owners

The small wind industry is indeed small, and every installation potentially affects public perception of not only small wind turbines, but of renewable energy as a whole. Each installation is, in essence, an ambassador of the industry. It is in the long-term, self interest of the industry and consumers alike that owners exercise good judgment and courtesy toward their neighbors and community. Doing so often includes informing neighbors, in writing, of a proposed installation and educating them about potential impacts - both real and perceived - of a small wind turbine (see www.awea.org/smallwind/toolbox2/INSTALL/building_permits.html for a sample letter to neighbors).

For fundamental reasons though, topography and the wind itself largely determine precisely where and how high a turbine must be installed. Sometimes there is no way to avoid these physical constraints other than to place or elevate the turbine into a more aesthetically sensitive place on a property. But a turbine owner should make a deliberate effort to take all reasonable measures to minimize impacts on neighboring areas.

Common Applications

- On- or Off-Grid...
- Single-Family Homes
 - Businesses
 - Farms
 - Institutions
 - Schools
 - Government Buildings
 - Industrial Sites
 - Military
 - Communications Systems



0.4 kW turbine
on a sailboat

"Everybody knows the good things about using renewable energy. I wanted to set an example down here and perhaps encourage others to do the same thing."
- **Small-turbine owner
Chuck Heide,
Somers, WI**

THE "POWER" OF GOOD ZONING

"Never before has the general public been so interested in solar and wind energy, nor has the potential for political support ever been so high."

**- Ingrid N. Kelley,
Chair, Environment,
Natural Resources
and Energy Division,
American Planning
Association**



Bergey WindPower
10kW turbine

"The way we plan urban areas significantly affects the energy usage of individual building sites. Appropriate site design standards and building codes can encourage energy conservation and the use of renewable energy technologies on site."

- American Planning Association³

Precedent: Commonplace or "Bleeding Edge"?

Understandably, community leaders are sometimes hesitant to enact regulations that appear to be first of their kind. But with tens of thousands of small wind turbines in the U.S., in every state, zoning officials need not fear being on the "bleeding edge" of a new movement. Thousands of townships, counties, and cities have had small wind zoning regulations on the books for decades, setting a substantial precedent for others to follow.

Below is a very small sample of localities with small wind zoning ordinances:

Great Falls, MT
San Bernardino County, CA
Clarke County, VA

Currituck County, NC
Kern County, CA
Long Lake Township, MI
Norwich, VT
Ocean Gate, NJ
Mason City, IA
Wicasset, ME
Rockingham County, VA
Denver, CO
Thetford, VT
Eliot, ME
Henry County, GA
Cape Elizabeth, MA
Rochester, NY
Tippecanoe County, IN
San Francisco, CA
Chicago, IL
Fillmore County, MN
Weber County, UT

Why Zone for Small Wind Systems?

Your family's electric bill has climbed to \$400 per month and you expect it go higher. You are worried how global warming will affect your kids. And you don't want to wait around for others to fix these problems. Generating your own, clean power sounds like a great idea, and something you may even be able to afford with the rebate program your state offers for small wind turbines.

So you spend months researching equipment, your neighborhood's wind resource, and ways to pay for a new turbine. All your ducks are finally in line,

but when you apply for a building permit, the county office has never heard of small wind systems, or if they have, only of rumors that they are noisy and kill birds. This technology is also nowhere to be found in the zoning code and it is hard for the zoning office to find out information about how to treat this unique structure. Or, since the closest thing the zoning office has dealt with before is large, utility-scale turbines, your 5 kilowatt turbine is treated the same as a 50,000 kilowatt power plant and the permitting requirements and costs are impossibly out of reach.

³ "Policy Guide on Energy." American Planning Association, April 2004. <http://www.planning.org/policyguides/pdf/Energy.pdf> See also: "Planning and Climate Change: Mitigation and Clean Energy Strategies." American Planning Association. <http://www.planning.org/energy/index.htm>. Accessed May 2008.

⁴ For a list of states and incentives available for small wind systems, see the Database of State Incentives for Renewables & Efficiency at <http://dsireusa.org>.

Left without a solution readily at hand, the permit is denied, and you are stuck with high electricity bills and a dependency on conventional fuels. Your community misses the opportunity to increase clean, in-state generation, reduce the pressure on a stressed power grid, and employ local businesses to sell, install, and maintain these systems.

Simply listing small wind systems as an allowed use (such as an accessory, permitted, or conditional use) can avoid this scenario that happens with startling frequency around the country.

Other reasons to permit for small wind systems include:

To Be Prepared. Many states⁴ carefully craft incentive programs to help consumers purchase small wind systems only to find that local zoning ordinances stand in the way of the systems' installation. Communities may wish to design zoning policy to anticipate and accommodate small wind installations, especially in states that try to encourage them.

To Retain Autonomy. The states of California, Nevada, Oregon, Wisconsin, Michigan, Vermont, and New Hampshire have been the first to create statewide rules for the permitting of small wind systems. Whether to follow suit or preserve local autonomy, knowing how best to deal with this technology in your community is good long-term strategy.

To Conserve Public Resources. Case-by-case application reviews and hearings cost time and money. Proactively planning

for small wind installations can be a rewarding investment.

For the Personal Benefits. Owners of small wind systems enjoy:

- Personal energy independence
- Free electricity after recouping costs
- Relief from high and volatile prices of other forms of electricity
- Reliable electricity
- Ability to support clean energy and fight global warming in a tangible way
- Increased property values

For the Public Benefits. Though the power generated by a small wind system is used only by a single residence or facility, the benefits of wind power extend to the entire community. Community benefits include:

- Reduced pressure on the local electricity grid
- Increased security: can provide back-up power to strategic applications like police stations or hospitals for "hazard mitigation" purposes⁵
- Increased local energy independence
- Increased property values
- Enhanced reliability and power quality of the power grid
- Reduced peak power demands
- Increased in-state electricity generation
- Diversified energy supply portfolio
- Reduced pollutants from traditional forms of energy
- Increased market competition from more consumer choice
- Increased visible indicators of community support for clean energy
- Increased regional economic growth

A turbine's productivity is largely in the hands of zoning officials.

"Distributed small wind energy systems... enhance the reliability and power quality of the power grid, reduce peak power demands, increase in-state electricity generation, diversify the state's energy supply portfolio, and make the electricity supply market more competitive by promoting consumer choice."

- California Government Code, Section 65891.13 (a)(2) www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=65001-66000&file=65892.13

Manufacturers ask: "In which state should I base my operations?"

The answer is: "States with the best policies."

⁵ Sandia National Laboratory has begun development of strategic Energy Surety Microgrids <http://www.sandia.gov/news/resources/releases/2006/microgrid.html>



Ventura 10kW turbine

Putting a turbine on too short of a tower is like placing a solar panel in the shade.

Restrictive Zoning Rules Can Undermine State Law

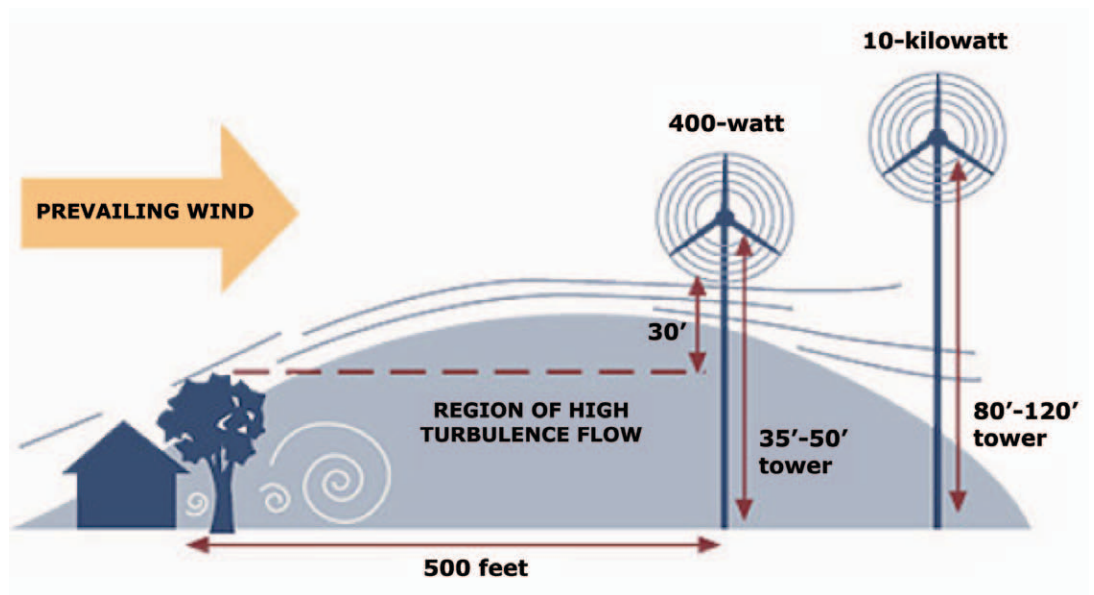
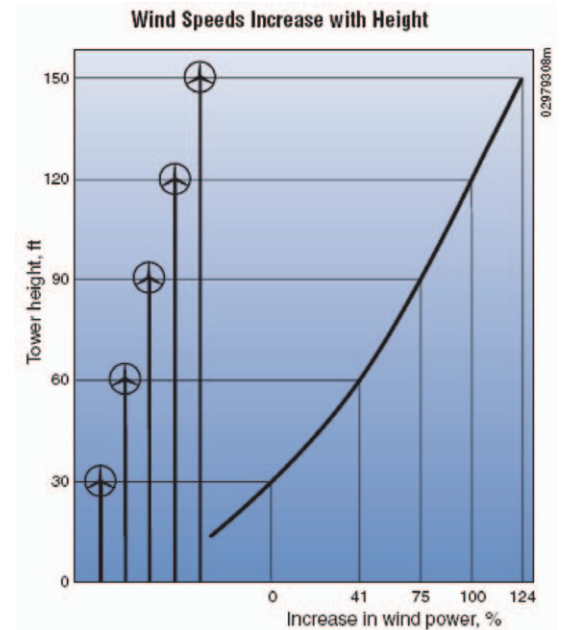
Several states offer financial incentives to promote small wind turbines and clean energy. But zoning height limitations can prevent turbines from generating any meaningful amount of energy, thwarting the intent of the state incentive.

THE IMPORTANCE OF HEIGHT

Why Do They Need To Be Tall?

A tall tower is the single most important factor in the economic viability of a small wind system. Tall towers enable turbines to access faster and better quality winds, and even small increases in wind speed translate to exponentially more energy the turbine can generate. In other words, a taller tower means far more - and cheaper - energy.

The best sites for turbines are those where the wind is least obstructed, which is often the highest point on a property. The bottom of the turbine rotor should clear the highest wind obstacle (rooftop, mature tree, etc.) within a 500 foot radius by at least 30 feet. Doing so ensures the turbine reaches consistent, fast wind speeds and prolongs the life of the turbine by avoiding stressful air turbulence.



For a 10kW residential-scale turbine

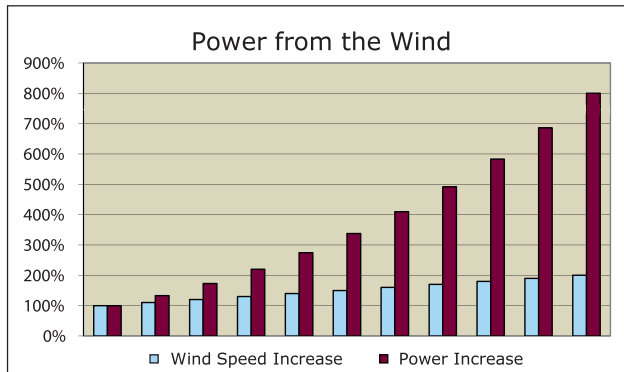
Tower height (feet)	Wind speed (mph)	kWh/year	System cost	Incremental cost from 60'	Incremental energy output from 60'	Incremental energy ÷ incremental cost = ROI*
60	7.3	2,709	\$48,665	---	---	---
80	9.3	6,136	\$49,841	\$1176 or 2.4%	226%	226% ÷ 2.4% = 94 to 1 ROI
100	10.7	9,338	\$51,346	\$2681 or 5.5%	344%	344% ÷ 5.5% = 63 to 1 ROI

* = Return on Investment Mick Sagrillo, AWEA Windletter, January 2006

Overly conservative zoning height restrictions therefore cost the owner money - and a lot of it. They can also mean more sound, since taller towers raise the generator high above the ground, diluting sound considerably. Sound decreases four-fold with every doubling of distance from the turbine (including distance above the ground) so taller towers are better for their owners as

well as neighbors. (See also "Sound" p. 11.)

For zoning officials, the importance of strong winds also means that tower height cannot be compromised as a gesture to neighbors concerned about the visibility of the turbine. "Hiding" a turbine from neighbors using a shorter tower almost always means hiding it from the wind, too.



Nor do two shorter installations make an acceptable substitute for a single, taller one. A tower alone can comprise 50% or more of a system's total cost, so multiple, shorter turbines (on multiple towers) cost the owner far more than a single, taller system. (See also "Multiple Turbines," p. 14.)

a 2kW turbine, for example, always corresponds to a 40 foot tower. This is not the case. Appropriate tower height is matched to a turbine depending on surrounding terrain, trees and buildings, and wind resource. Therefore, tower height restrictions, if any, should only reflect sound and safety concerns rather than be designed to correspond to a system's generating capacity. Most often, in fact, established sound and setback requirements negate the need even to mention height in regulations for small wind systems.

It is also important to keep in mind that a turbine's generator size (generating capacity, measured in kilowatts or kW) has little, if anything, to do with its tower height. Sometimes zoning regulations mistakenly limit tower heights based on the size of the turbine's capacity, thinking that



Mariah Power Windspire 1kW turbine



Bergey WindPower 10kW XLS turbine



Southwest Windpower "Air" on lamppost

Many existing height limitations still exist based upon the fact that 100 years ago water pressure in firefighters' hoses could not reach higher than 35 feet.



EnergiePGE 35kW turbine

Flagpoles, lamp posts, and utility poles are allowed in front of schools and parking lots among cars and people because they are engineered structures, just like wind turbine towers. They should all receive the same treatment under law.

ISSUES

The following issues are key components of land use law, as well as public acceptance of small wind systems, and are critical for the successful placement of a turbine:

1. **Setback Distances and Height**
2. **Lot Size**
3. **Aesthetics**
4. **Sound**
5. **Property Values**
6. **Insurance**
7. **Abandonment**
8. **Multiple Turbines**
9. **Urban and Building-Integrated Installations**
10. **Potential of Structural or Electrical Failure**
11. **Soil Studies**

1. Setback Distances and Height:

To balance against the need for tall towers (see p. 6), good practice requires that a turbine in a residential district be "set back" from a property line some given distance. (For commercial or other zones, this distance is often considerably less, even zero, since in these areas affected parties seldom exist immediately outside a property line.) The mandated distance in residential zones should reflect valid concerns for property rights of abutting neighbors, as well as those of the turbine owner.

This most commonly translates to the tower height plus the length of one blade (the turbine's "total extended height") from the property line, inhabited neighboring structures, utility lines, and/or road right-of-ways. This distance should suffice so long as the

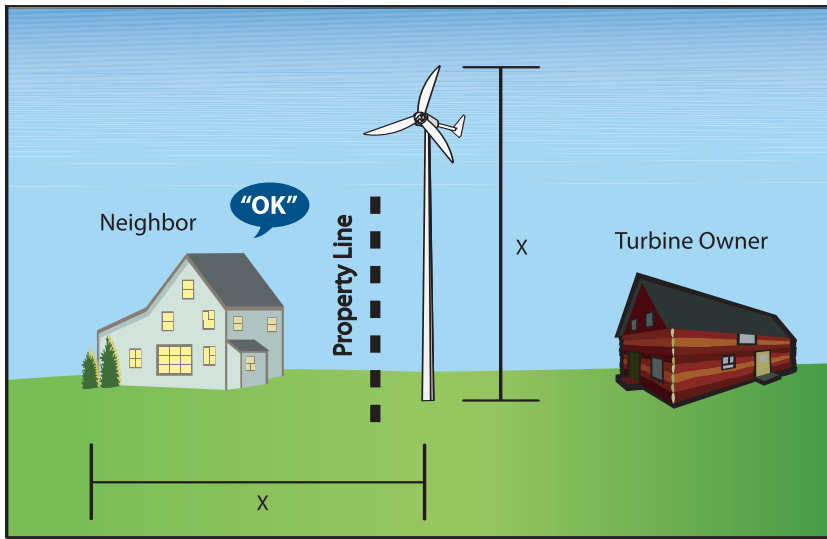
tower is professionally engineered and/or the installer provides engineered plans of the tower, the foundation, and the system does not exceed the definition of nuisance noise as established in the zoning code. (See also "Sound," p. 11.)

Independent structural analyses of a tower and its foundation are readily available from the manufacturer, so requiring additional studies is unnecessary and also prohibitively expensive for a turbine owner. For their own protection and insurance considerations, the manufacturer conducts these studies for reasons of economics, responsibility, and - even if for no other reason - self-preservation. (See "Potential of Structural or Electrical Failure," p. 15.)

However, in residential zones, some argue that a turbine's setback should be no different than that of a house, cellular tower, flag pole, street lights, or any other engineered structure, and that height should not be expressly limited nor specified in zoning regulations. Instead, they argue that in residential zones turbine heights are already self-regulated based on sound level restrictions at the property line.

Also keep in mind that:

- Turbines on the market are engineered to withstand hurricane force winds (110 -130 mph).
- Allowing abutting property owners to submit signed easements may be an alternative form of compliance should roads and utility lines be absent in the immediate vicinity.
- A manufacturer's engineering specifications should be an acceptable means of ensuring safety and practicality.



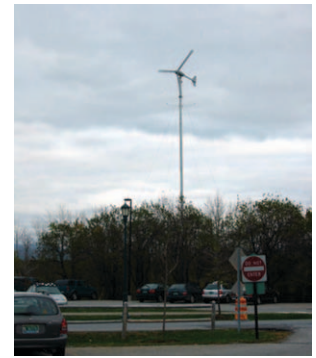
Allowing abutting property owners to submit signed easements may be an alternative form of compliance should roads and utility lines be absent in the immediate vicinity.

2. Lot Size:

Some zoning rules limit turbines and/or their heights to a corresponding property size. For example, some jurisdictions limit tower height to 80 feet for lots 0.5-1.0 acre and impose no height limit for lots larger than 1.0 acre.

This regulatory approach, however, usually has no meaningful effect simply

because sound and setback requirements, which are usually more restrictive, make such a stipulation redundant. Such a requirement may contribute only to additional administrative burdens and unnecessarily limit the use of wind turbines.



Bergey WindPower 1kW turbine



Skystream 1.8kW turbine



Skystream 1.8kW turbine dual-use on lamppost

"By placing these windmills where many people can see them, [people] will be able to learn about and experience alternative energy as part of their daily lives."

- Pennsylvania Gov. Edward Rendell



Monopole Tower



Lattice Tower



Guyed Monopole Tower

3. Aesthetics:

To function, wind turbines must be tall and unobstructed, which means that they will likely be visible at some distance (see p. 6). It is also a fact that some people object to their appearance. However, legislating "taste" becomes a difficult task - and an inappropriate one for any authority other than a homeowners' association (and even homeowners' associations may wish to create policies that prohibit aesthetics from entering the debate). Regulating aesthetics requires balancing the perceived or desired character of a community; the public and private benefits of clean, renewable energy; and property rights of all parties.

Advocates say that small wind turbines are icons of the American rural landscape, dating back to the 1920s, and that today they have again emerged as a symbol of independence and a cleaner future. They argue that so long as a turbine is installed safely, particularly on private property, they should be allowed. System owners compare the aesthetics of their turbine to that of a street lamp, utility pole, or flag pole, and like a flag on a flagpole, a turbine only moves or makes a sound when the wind blows (see "Sound," p. 11). Advocates also point to precedent, noting that communities already accept water towers, buildings, billboards, relay towers, cell phone towers, utility poles and lines, grain silos, and radio antennas as part of the landscape.

But the aesthetic impact of wind turbines may be unacceptable in areas with historic significance where aesthetics play an important role in a district's long-established character. Opponents say that their height and

movement are a distracting and unpleasant sight and visually intrude on their rights as property owners. Both views are based on emotion, however, not fact. As such, aesthetics are often a very sensitive issue and policymakers should take care to address any concerns fairly.

Small turbines are designed to blend in with their surroundings as much as possible. Studies show that turbines best blend into the sky when painted the factory-default color. Manufacturers avail themselves of expertise to determine how to prevent their turbines from standing out like a sore thumb on the landscape. So requiring owners to "disguise" a turbine or tower by painting it green or other colors to match vegetation would actually make it stand out more and should be avoided.

Some communities regulate appearance by prohibiting the use of commercial markings, messages, or banners on the turbine or tower. Some towns also dictate which tower types are acceptable in order to ensure only the most visually appealing design. This, too, is a subjective assessment, and such decisions are often made without considering the added cost of a "sleeker" tower that performs just as reliably as another design. A monopole tower (like a flag pole) generally has a "tidier" appearance than a lattice tower (like a radio tower) or guyed tower (like a flag pole with wire supports), but they can cost several thousands of dollars more and should not be considered equal economic substitutes. All towers on the market are professionally engineered for safety and reliability, leaving appearance and cost the only significant differences among them.

4. Sound:

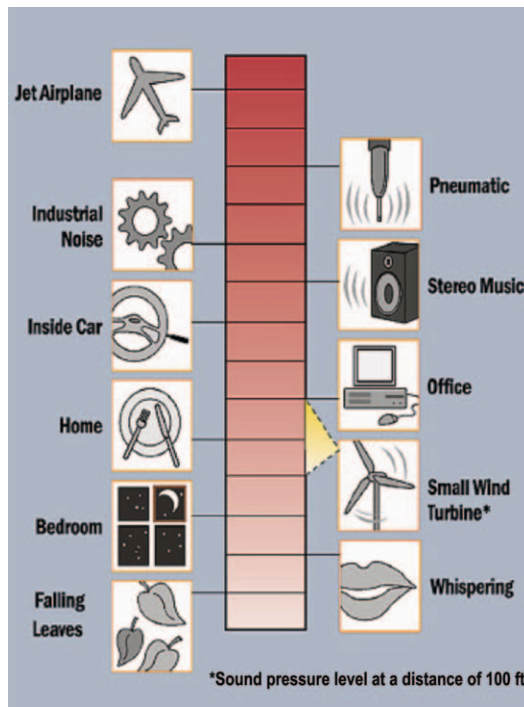
Modern wind turbines have better insulation, lower rotation speeds, fewer moving parts, no gearboxes, and more efficient blades that make them much quieter than their ancestors. Today's turbines emit sound that is barely discernible from ambient noise, even with a decibel (dB) meter. Sound from traffic, rustling trees, airplanes, and people in fact often sufficiently mask the dull, low, "white noise" sounds a small turbine can make at certain wind speeds. Only during short-term events like severe storms or utility outages do turbines make distinctive sounds, but in these occurrences ambient sound levels increase as well.

To put this into further perspective, the sound made by the lanyard clasp on a flagpole line hitting its pole is far more "tonal" and distinguishable than any sound a small wind turbine makes, and is less easily masked by ambient sounds.⁶

Zoning policy should reflect ambient sound levels as well as occasions where no affected parties are located immediately outside a property boundary. Therefore, except during short-term events like storms and utility outages, a small wind system should be installed and operated such that sound pressure levels do not exceed the definition of "nuisance noise" as established by existing zoning code. or at the nearest dwelling, whichever is greater. Sound levels should always be measured downwind of the turbine to account for the canceling effect of the sound of the wind itself. If ambient sound levels exceed "nuisance" levels

on certain occasions, such as during storms, sound level limits of small wind systems should also be given reprieve during these events which are out of everyone's control.

Or, instead of singling out wind turbines in sound regulations, it may be more fair and administratively simple to use default sound/noise regulations that apply universally to other objects and appliances in a community. The small wind section of Wisconsin's (state-wide) zoning ordinance, for example, has no mention of sound because its designers chose to treat small wind turbines equally with other allowed devices/structures.



Sound Level Comparison

Modern small wind turbines are typically quieter than most external air conditioners.



A clasp hitting a flagpole is far more distinguishable than any sound a small wind turbine makes



⁶ Flag clasp photo credits: Flags Unlimited

Most people's reaction to turbines, even up close, is that they are much quieter than they expected.

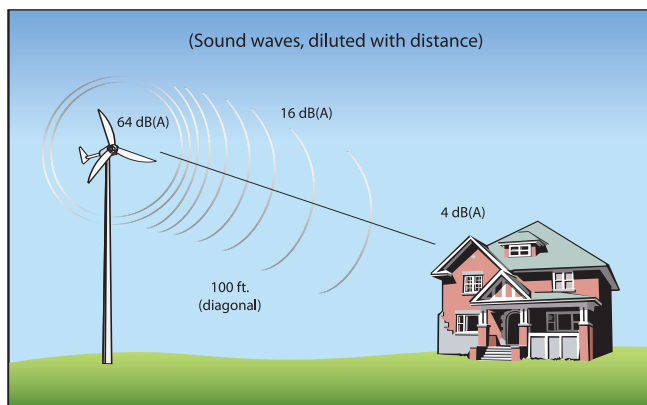
"Vermont turbine owner David Blittersdorf reports that the home next to his sold within one day for the full asking price. His new neighbors later told him that his 10kW turbine was a major factor in the quick sale. 'They said they wanted to live in a place where the community cared about the environment. They told me that they, too, wanted to install a small wind turbine someday,' says Blittersdorf."

- Permitting Small Wind Turbines: A Handbook: Learning from the California Experience. California Energy Commission, 2003. www.awea.org/smallwind/documents/permitting.pdf

4. Sound (con't):

Planners and zoning committees should also keep in mind that:

- Sound decreases significantly with distance from the source (including height - another good reason to allow tall towers). Doubling the distance from the turbine decreases the sound level by a factor of four. For example, sound level readings at 25ft. from the turbine hub drop by a factor of 4 at 50ft., and by a factor of 16 at 100ft. Noise intrusion across a property line from a turbine that is set back 100ft. or more is typically very limited.
- Turbine manufacturers are keenly aware of the public demand for quieter machines and have invested in new materials and designs to minimize sound. As a result, today's turbines operate at near-ambient sound levels.
- Only a few events or circumstances can cause a normal operating wind system to become audible, including utility blackouts (or a full battery bank for those models that incorporate batteries). Both situations are temporary, and in many cases (but not all), easily remedied by the owner by manually shutting down the turbine.
- Sound level test data for some turbines is available from the U.S. Department of Energy's (DOE) National Renewable Energy Laboratory (NREL).⁷
- Requiring certified noise tests for a residential wind system is unnecessary given the lower sound emissions of today's turbines and that sound data is readily available from manufacturers. Such tests are also beyond the budget of any homeowner.
- "Noise" is a subjective term. Whether a person generally favors wind turbines or not can determine how he or she views a single, seemingly objective sound.
- The single best way to understand the nature of a turbine's sound is to visit an installation site. All turbines are a marginally different so be sure to visit a location with a similar wind resource and the same model turbine as is in question.



⁷ The National Renewable Energy Laboratory (NREL) has tested several residential-sized wind turbines for sound emission levels. NREL engineers noted a "marked progress toward quieter turbines" in recent years and concluded in one case that "the turbine noise could not be separated from the background noise." This is generally true of most of today's residential wind equipment over a great range of operating wind speeds. NREL engineers noted, however, that "the operating condition [of the wind turbine] has a strong influence on the noise characteristics." They found two scenarios where sound actually increased above normal operating

conditions: when grid connection was lost (for grid-connected models) and when the batteries were full (for battery-charging models). The solution is simply for the owner to shut off the turbine in these situations to avoid excessive noise. See the NREL report, "Acoustic Tests of Small Wind Turbines," NREL/CP-500-34662, by P. Migliore, J. van Dam, and A. Huskey at <http://www.nrel.gov/docs/fy04osti/34662.pdf>.

Additional Resources:
Alberts, Daniel J. "Primer for Addressing Wind Turbine Noise". Lawrence Technological University, 2005. http://home.nethere.com/dja1701/technical_writing/papers/AddressingWindTurbineNoise.pdf

5. Property Values:

Evidence⁸ indicates that the presence of wind turbines increases neighboring property values. No study has ever concluded that wind turbines - neither large nor small - have had a depressing effect on nearby residential property values.

6. Insurance:

The small wind system should simply be added to existing homeowner, farm, or business policies as an "appurtenant" (uninhabited) structure and not require a separate policy. Precautions such as setback requirements for wind turbines

A recent survey found that most people are interested in or willing to pay more for homes equipped with solar panels or wind turbines.⁹

are designed specifically to protect that which is beyond one's own property line. Homeowner's insurance policies make no distinction based on how far a turbine is from one's own house, so neither should zoning rules.

7. Abandonment:

Some towns require assurance that any non-functioning turbine will be removed after a period of time to prevent unnecessary clutter in a community. Abandonment due to malfunction has become particularly rare due to today's improved technology, though a community should be entitled to recourse should an abandoned turbine present a nuisance.

Security bonds may be required for large, utility-scale turbines which are located on land leased from a third-party property owner, but these are

inappropriate and unduly burdensome for owners of small systems who install turbines on land they own. It is recommended that any small wind turbine owner whose equipment is inoperable for six months be notified by the zoning committee that the owners have six months from the notice date to restore their system to operating condition. If the owner fails, the wind turbine should be removed from the tower for safety reasons. The tower itself would then be managed under the Public Nuisance language of the rest of the existing zoning code.

⁸ A May 2003 study by the Renewable Energy Policy Project (REPP) study, *The Effect of Wind Development on Local Property Values*, finds that "...for the great majority of projects the property values actually rose more quickly in the view shed than they did in the comparable community. Moreover, values increased faster in the view shed after the projects came online than they did before." Available at http://www.crest.org/articles/static/1/binaries/wind_online_final.pdf.

See also: Advice from an Expert: Residential Wind Turbines and Property Value. American Wind Energy Assoc. http://www.awea.org/faq/sagrillo/ms_zoning_property_values.html.

⁹ "Renewable Energy Study," California Energy Commission, Nov. 2001. http://www.energy.ca.gov/reports/2002-04-03_500-02-016.pdf. p. 28



Windward Engineering
4.25kW turbine



Bergey WindPower
10kW XLS turbine
lowered for
ground maintenance



Abundant Renewable Energy ARE 110 2.5kW and ARE 442 10kW turbines

8. Multiple Turbines:

Though rare, some small wind systems come in "arrays" of multiple turbines, each of which is usually very small. However, regulations should treat additional turbines no differently than the first. So long as each turbine, or the resulting aggregate installation, meets the sound, setback, and safety requirements as exist for other structures, there should be no need for further or special considerations.

When determining height limits (if any - see "Setback Distances and Height," p. 8), keep in mind that rarely are multiple units equal economic substitutes for one larger, taller turbine. Therefore to meet restrictive height limitations, multiple small turbines are not an equal substitution. See the payback period table in the "Height" (p. 7) section of this guide for an illustration.

9. Rooftop Turbines and Urban Environments:

In very rare instances turbines are installed directly onto building rooftops or even designed as part of the building itself (known as "architecturally integrated"). These installations appear mostly in urban or densely-built areas where small property sizes may prevent the use of towers elsewhere on a property. These types of installations currently account for less than 1% of all applications, but interest is increasing rapidly and zoning officials may receive permit applications for urban or rooftop installations.

patterns behave very differently around buildings and in densely-built areas, so a turbine must be sited very precisely in order to gain access to wind of sufficient quality. Height, for example, becomes increasingly important in order for the turbine to rise above aerodynamic obstacles and turbulence, as depicted in the graphic below.

Regardless of these unusual physical conditions, as long as other sound and setback requirements are met, no additional or unusual standards should be imposed for architecturally-integrated turbines and/or those in dense environments.

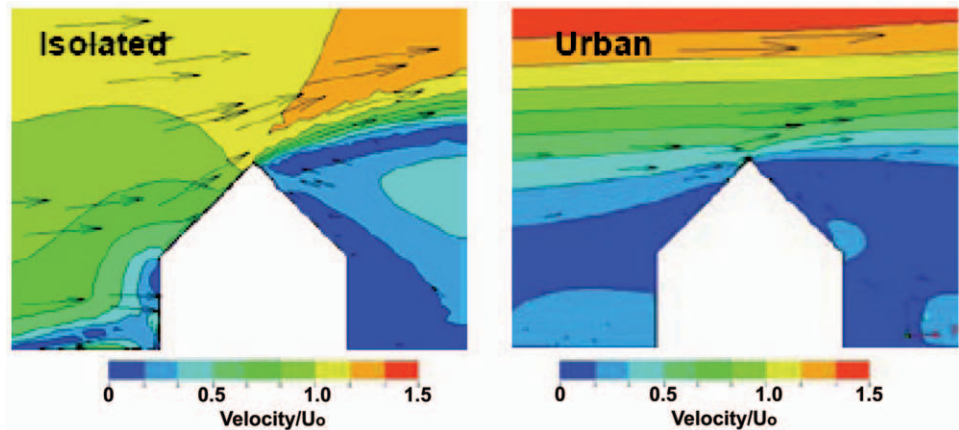
Siting becomes especially important for turbines in urban settings. Wind



Proven Energy 2.5kW turbine rooftop array



AeroVironment rooftop array



Source: Watson, S.J. "Predicting the Yield of Micro-Turbines in the Urban Roof-Top Environment." Centre for Renewable Energy Systems Technology, Loughborough University, U.K. Presentation, March 2008.

10. Potential of Structural or Electrical Failure:

Requiring code compliance and manufacturer drawings should sufficiently balance the public and private needs for an installation to be safe, practical, reliable, and affordable.

Wind turbines are professionally engineered structures and are designed to withstand decades of near-constant operation (see "Setback Distances and Height" p. 8). They shut down automatically during utility outages in order to protect utility line workers, and will not energize a dead power line. They are also equipped with manual and automatic over-speed protection devices that keep the turbine operating in a controlled range of speeds. Because of these and other factors, mechanical failures are very rare, especially those that would have an impact on surrounding areas.

But as a precaution, just as for any other allowed structure, the applicant

should submit to the zoning board a line drawing of the electrical components, as supplied by the manufacturer, in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code. Doing so also serves to demonstrate that the installer and manufacturer are engaged in an evaluation of the suitability of the site.

Though rare, some zoning boards require an engineering analysis of a tower and its foundation, but this is a very costly and often redundant measure. Even more rare is the requirement of an engineer's "wet stamp," which is a from-scratch calculation performed by a structural engineer of the tower's integrity. Such a study can cost thousands of dollars and serves only to duplicate work that the manufacturer originally performed as a prerequisite for securing liability insurance.



Proven Energy, Ltd. manufacturing facility in Scotland, UK

"Renewable energy equipment has become more reliable and economical, and installation standards are more professional."
- American Planning Association, 2004.¹⁰



Bergey WindPower blade testing



A small wind turbine can in fact be one of the more aesthetically pleasing features in a city. Rooftop heating and ventilation systems, antennas, and other structures found in urban environments usually reduce any aesthetic impacts from small wind turbines in comparison.

¹⁰ "Policy Guide on Energy." American Planning Association, April 2004.
<http://www.planning.org/policyguides/pdf/Energy.pdf>



Northern Power
100kW turbine



Entegrity Wind Systems
50kW turbine
in Quinter, Kansas

11. Soil Studies:

Wind turbine foundations face forces that are not unlike those seen in light-pole or flag-pole foundations, but for the same height, wind turbine towers generally experience higher forces at the very top of the tower. The wind turbine foundation therefore plays an important role in an installation, as does the soil in which it is installed.

As standard practice, manufacturers engineer foundations for "worst-case" scenarios by assessing soil conditions based on U.S. Geological Survey soil maps, core samples, studies from the National Resource Conservation Service, or other resources. For "abnormal" soils consisting of rock, gravel, sand, peat or water-saturated earth/muck, etc., a manufacturer or local professional engineer conducts a tailored, project-specific soil review and often designs a custom foundation for the site. The installer always confirms with the manufacturer or an independent professional engineer that the site's soil conditions meet minimum standards as specified by the tower manufacturer, and that the tower is designed to local engineering standards (which vary by jurisdiction). For decades this has effectively ensured safe, durable installations while maintaining their affordability.

These built-in safeguards make formal site soil analyses unnecessary for residential-scale (20kW or smaller) turbines and avoid the need for special studies and designs that can exceed the cost of the foundation itself. For example, a foundation designed for a "worst case" scenario might require 50% more concrete than that for another, similar structure. Assuming this fortified foundation also costs 50% more, an installation for a residential turbine normally costing, say, \$4,000, would increase to \$6,000. This is expensive, but a relatively small share of the total cost of the system. However, a foundation 50% more robust (and expensive) for a turbine larger than 20kW, where the foundation might normally cost \$30,000, would now cost \$45,000 - an increase of \$15,000. At this point, a professional engineer's "wet stamp" based off a site-specific geotechnical study is now the best economic option for achieving the same, safe ends.

The best practice would be to require an engineer's wet stamp and a soil analysis for turbines greater than 20kW, but allow "worst-case" foundations (already the industry's standard practice) for turbines any smaller. This would ensure quality, secure, and affordable installations.

NON-ISSUES/"RED HERRINGS"

The following are common misconceptions about small wind:

- i. **Shadow "Flicker"**
- ii. **Fences/Attractive Nuisance**
- iii. **Birds**
- iv. **"Icing"**
- v. **Electrical Signal Interference**
- vi. **Lightning Strikes**
- vii. **Stray Voltage**

i. Shadow "Flicker":

Under very specific circumstances, low sunlight passing through the moving rotor of a turbine can cast visible shadows on the ground or on structures. This issue pertains almost exclusively (and similarly rarely) to large, utility-scale turbines because of their slower-moving blades. Shadows also depend on the time of day, day of year, and latitude of the site's location.¹¹

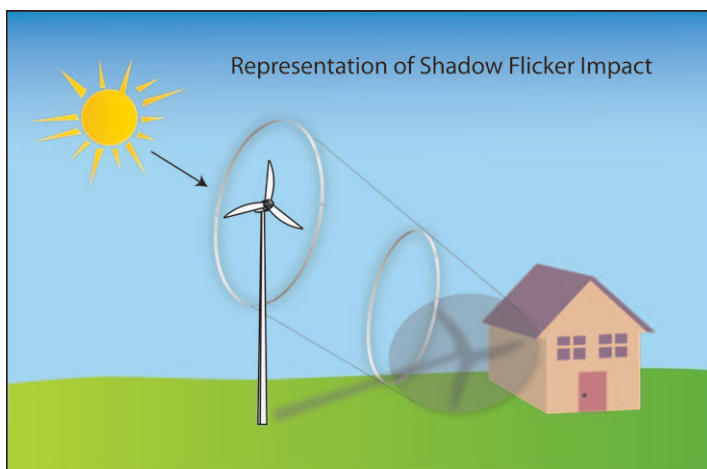
Small turbines are shorter, have narrower blade profiles, and spin much faster than utility-scale turbines

so that any shadows become essentially invisible at operating speeds. Turbines of all sizes are designed to start spinning only after a minimum wind speed has been attained, so chances are very slim that a small turbine will spin slowly enough to make shadow flicker a concern.

Furthermore, normal setback distances dictated by property lines or sound requirements mitigates, if not entirely eliminates, this potential nuisance, especially at U.S. latitudes.



Northern Power
100kW turbine
in Golden, Colorado



¹¹ The possibility of shadow flicker affecting a given location can be calculated very precisely. See <http://www.windpower.org/en/tour/env/shadow/shadowc.htm> for a shadow flicker calculator.



Bergey WindPower
10kW XLS
monopole turbine
with fence in Erie, PA

ii. Fences/Attractive Nuisance:

Some voice concern that a turbine could pose a temptation to unauthorized climbers and should be fenced off to prevent potential climbing-related injuries. However, decades of experience and tens of thousands of installations have shown that unauthorized climbing is exceedingly rare. A fence, which is itself climbable, can impose its own attractive and aesthetic nuisance and in the process do little more than create false, negative impressions about renewable energy.

Furthermore, for a turbine tower to be an "attractive nuisance" to the public, in most cases a potential climber would first have to trespass on private property - a much more prevalent issue and one that should be dealt with separately. Requiring fencing also places a burden on turbine owners unlike any imposed on flagpoles, utility towers, or other common, climbable structures.

Perhaps most detrimental of all, fences prevent access to the turbine in emergencies. Sometimes a turbine must be shut down manually during storms or electrical problems, and

emergency shut-off switches are most often located at the base of the turbine tower. Utilities also require that the turbine be readily accessible to workers performing routine or emergency maintenance on power lines.

Instead, to prevent unauthorized climbing:

- Remove climbing foot rungs on the lower 10 or 12 feet of a freestanding tower.
- For lattice or guyed towers, fasten sheets of metal or wood to the lower part of the tower to cover all hand - and foot-holds.
- Display "Danger-High Voltage" or "Caution-Electrical Shock Hazard" signs to the sides of the tower. Of the thousands of freestanding utility high-line towers across the country, few, if any, are policed or fenced, but they all are posted with such signs.

Utilities, tower manufacturers, and the small wind industry have successfully employed these techniques for decades and are more effective deterrents than any fence.

iii. Birds:

The most common - and most exaggerated - misconception about both large and small turbines is that they are disproportionately harmful to bird and bat populations. Even the vastly larger, utility-scale wind farms that are grouped closely in large arrays account for less than 0.003% of all human-caused bird deaths.¹² House cats and glass windows, by comparison, cause 10,000 times more bird deaths than do wind turbines. No study has been performed specifically to address avian effects of small wind turbines, but because of their dispersed nature and small size, it can be inferred that

they have an even smaller impact than their larger counterparts.¹³

Environmental impact or avian migration studies should not be required for individual small wind turbine installations. Are environmental impact studies required for every plate glass window or pet license? Small wind turbines in fact offer a net benefit to local and global environments: they emit no air pollutants, require no mining for fuel nor water for cooling, and have land use "footprints" of only a few square feet.

iv. "Icing":

Like trees, street lamps, or other structures, turbines in cold climates can become covered in ice, which falls to the ground as it melts. But just as an airplane's wing must be de-iced in order for it to fly, a turbine's blade must be free of ice in order to rotate at any significant speed. The weight and aerodynamic interference of ice buildup slows the blades' rotation to a near

stand-still, making any melting ice fall straight downward rather than being thrown from the blade.

To put this in further perspective, a 1998 study calculated that the risk of personal or property damage from ice falling from a (large) turbine is lower than the risk of being struck by lightning.¹⁴

¹² "Environmental Impacts of Wind-Energy Projects." National Academy of Sciences, 2007. http://books.nap.edu/catalog.php?record_id=11935

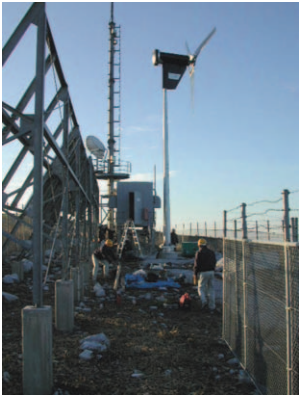
¹³ Erickson, et.al, 2002. Summary of Anthropogenic Causes of Bird Mortality

¹⁴ Bossanyi, Morgan, and Siefert. "Assessment Of Safety Risks Arising From Wind Turbine Icing." Finland, April 1998.

Small wind turbines are commonly used to power communications equipment. They will not cause signal interference.



Bergey WindPower
1kW turbine
on telecommunications
station
in Bristol Bay, Alaska



Proven Energy 6kW turbine
powering
telecommunications
equipment

v. Electrical Signal Interference:

Small wind turbine blades are made from materials that are "invisible" to radio frequency transmissions and cannot cause interference problems. In fact, small wind turbines are used by the U.S. Navy to power military communications equipment.¹⁵

In the past, wind turbine blades were sometimes made of metal which did create unwanted radio or television interference, but the industry has long

since abandoned the use of metal blades.

Any structure under 200 feet high - that is to say, any small wind turbine - is also too short to interfere with civilian or military radar. Radar usually does not even scan for objects this close to the ground because common land features at this height, like trees, would normally cause distorted, cluttered, or misleading radar images.

vi. Lightning Strikes:

Wind turbines do not attract lightning, so pose no threat to neighboring properties.

Lightning is essentially the release of pent-up static electricity that moves from a turbulent atmosphere to the ground. Small wind turbines are "grounded," meaning that any static electricity on the tower or generator is dispersed into the ground, preventing a build-up that could invite lightning strikes. As a result, even though small wind turbine towers are made of metal (a conductor of electricity), by virtue of their grounding they are less susceptible to lightning strikes than trees, which cannot shed built-up static electricity. To a lightning bolt, a turbine is therefore

no more "appealing" than the ground itself.

However, lightning strikes are still possible, which is why small wind turbines incorporate back-up technologies like surge and lightning arrestors (also known as silicon oxide varistors) and metal oxide varistors, which are also used to protect home computers from electrical surges. Lightning strikes are never completely preventable, but these industry-standard measures offer the best protection available to the owner of the wind system. Good practice in the wind industry includes grounding of all towers and guy wires, which significantly reduces the chance of a lightning strike.

¹⁵ Sagrillo, Mick. "Telecommunication Interference from Home Wind Systems." AWEA Windletter, Volume 22, Issue 4, April 2003.

vii. Stray Voltage:

This unusual phenomenon, primarily affecting farm livestock, is the result of faulty wiring on any number of electrical systems (not just wind turbines) and easily prevented by industry-standard practices. It is also a strictly localized issue that will not affect off-site parties or properties.

For safety reasons, including to minimize lightning strikes (see above), nearly all types of electrical systems in the U.S. are, at some point in the system, connected to the earth or "grounded." Electric current flowing in the ground dissipates quickly as it moves away from its source (much like sound from a wind turbine). Grounding also allows power systems to detect equipment malfunctions and automatically shut down before harming people or equipment.

If a system is not properly wired, the point(s) at which a system is grounded can develop a small voltage (electrical pressure, essentially) that can push current through the earth and end up contacting unintended objects. Hence the name, "stray" voltage. This phenomenon is rare and primarily affects cattle, whose legs are far enough apart to stand on two points where different voltage levels in the ground

exist. The cow may or may not feel this voltage difference, depending on the level and duration of the exposure.

While the design of electrical system makes stray voltage possible, its actual occurrence is the result of poor grounding practices, improper or inadequate wiring, or deteriorated wire insulation. Most small wind turbine inverters - those that are IEEE 1547 or UL1741 compliant - can detect faulty grounding and automatically shut down current flow. Like solar photovoltaic installations that require "ground-fault circuit interrupter" (GFCI) devices to protect consumers from any stray voltage, small wind turbines are also equipped with GFCI measures.

In other words, stray voltage is caused by problems on a particular customer's side of the utility billing meter so is not a problem beyond the electrical system of a particular home or farm. Nor can stray voltage move or be transferred from one property to another, since it is an "on-site" problem stemming from electricity distribution or wiring, not the generation of electricity. The issue therefore does not fall under the jurisdiction of zoning rules, which are designed to protect that which exists outside a property line.

MAKING IT HAPPEN: BEST PRACTICES AND A MODEL ORDINANCE



Entegrity Wind Systems
50kW turbine

Permitted use? Accessory use? Or conditional use?

Anticipating, acknowledging, and understanding small wind turbines not only reduces administrative burdens for zoning boards, but it lowers permitting time and costs to the point where it makes the project within the realm of financial reason for the owner.

Streamlining the permitting process is often best achieved by listing small wind turbines as a conditional or accessory use.

A **Permitted Use permit** allows a small wind system by default, provided it meets applicable design standards, and is applied commonly to flag poles, church steeples, and grain silos. A permitted use indicates that a justification has been established for the structure's standing eligibility. As such, no public hearings are required and a permit can be obtained quickly. Permitted uses are frequently found in rural areas where potential impacts are minimal.

A **Special/Conditional Use permit** allows an installation under certain conditions identified in the statute. This option usually requires a more detailed description of the project from the applicant and often involves a public hearing. A hearing can disadvantage both the zoning board and potential owner, however, since each application must be decided on a case-by-case basis and educational efforts must begin from scratch. Many documented experiences show that this process can cost potential small-turbine owners thousands of dollars and take hundreds of hours to accomplish, if at all.

A **Site Plan Review** allows an installation after a physical inspection of the proposed project site and surroundings. This option is usually accompanied by a special/conditional use permit.

An **Accessory Use** of land is one that is subordinate, incidental to, and customarily found in connection with the principal use allowed on a lot by the zoning law. A garage, for example, is incidental to the principal use of a lot as a single-family residence and customarily found on a single-family lot. For small wind, this normally appears in agricultural, commercial, or industrial settings where energy produced by a turbine is instrumental in accomplishing a main function of the property's use. Importantly, allowing small wind as an accessory use avoids the need for special use permits for future applications.

A **Variance** is a modification or waiver of certain zoning requirements for a permitted use structure. For a small wind turbine, this usually means making an exception for setback distances or height limits. Variances are issued when prevailing regulations cause an unreasonable "burden" on the property owner and usually require public hearings, making a variance for a small wind turbine very difficult to obtain.

An **Overlay Zone** supersedes prevailing zoning rules in certain geographies. A jurisdiction may establish an overlay zone to indicate that a certain area is appropriate for small wind turbines or other renewable energy technologies. This expedites the permitting process, but planners must be careful that this strategy does not overly limit areas outside of zone.

Recommendations

See also AWEA's "Policies to Promote Small Wind Turbines: A Policy Menu for State and Local Governments" 2008. www.awea.org/smallwind

FOR STATE AND LOCAL GOVERNMENTS

- Create regulations in advance of public inquiries.
- Recognize that small wind systems have very different impacts than large, utility-scale turbines and require completely separate siting considerations. In terms of impact, a residential-scale wind turbine has more in common with a solar photovoltaic panel than it does with a utility-scale wind turbine.
- Treat small turbines as improvements to an individual property, not as commercial or industrial projects.
- Promote consistency among fees, requirements, and procedures across jurisdictions. Doing so reduces complications and inefficiencies for installers, applicants, and governments.
- Experience your own permitting process firsthand: Mayors or governors may want to try to obtain a permit for a turbine for installation at city hall or the governor's mansion.
- Educate permitting staff, zoning officials, and governments about small wind. Share with them this and other publications listed in the "Contributing & Additional Resources" section (p. 28).
- Base code compliance on a common set of standards (IEEE 1547 and UL 1741) that ensure the reliability and safety of a turbine's electrical

components, as installed according to the National Electric Code. But also ensure the grid interconnection process formed around these standards is well-founded. See "Freeing the Grid" 2007 report.¹⁶

Keep in mind the public benefits of small wind:

- Increased property values
- Increased in-state electricity generation
- Reduced pressure on the utility grid
- Increased local energy independence
- Increased security/can provide back-up power to strategic applications like police stations or hospitals for "hazard mitigation" purposes¹⁷
- Reduced dependence on polluting forms of electricity
- Enhanced reliability and power quality of the electricity grid
- Reduced peak power demands
- Diversified state energy supply portfolio
- Displaced pollutants from traditional forms of energy
- Increased consumer choice
- Increased visible indicators of community support for clean energy
- Increased regional economic growth. Manufacturers ask, "In which state should I base my operations?" The answer is: "States with the best policies."

¹⁶ http://www.newenergychoices.org/uploads/FreeingTheGrid2007_report.pdf

¹⁷ Sandia National Laboratory has begun development of strategic Energy Surety Microgrids <http://www.sandia.gov/news/resources/releases/2006/microgrid.html>

Education may be the single most important factor in streamlining the permitting process.



Proven Energy
2.5kW turbine

Federal preemption of home rule for **cell phone towers** enabled the industry to expand dramatically, which would not have likely occurred without it. Fair zoning for small wind turbines could bring similar economic benefits.

Additional Options

Creating incentives: Beyond removing obstacles and enabling installations to occur on their own, a state or community can create incentives to make small wind turbines a more attractive option for individuals and businesses. These include:

- Reducing, or waiving, permit and development impact fees
- Fast tracking review periods
- Permitting small wind systems by-right in some or all districts to avoid costly and contentious hearings

- Awarding points in performance-based review and green building programs
- Awarding density bonuses for developments that reduce or generate >50% of energy demand on site

Protecting windy areas: A town or state might also anticipate future installations by protecting areas in the community that have exceptionally good wind resources. Local dealers and installers are trained in wind resource assessment and can help locate these areas.

SPECIFICALLY FOR LOCAL GOVERNMENTS

- Implement a stand-alone ordinance specifically to address small wind turbines (see "Appendix," p. 30).
- Expedite processing times by consolidating a jurisdiction's permit review process to as few departments or agencies as possible.
- Encourage permit applicants to notify their neighbors of their proposed installation.
- Educate permit department staff about small wind to ensure safe, fair, expedited, and less costly installations. Demonstration projects offer an excellent educational opportunity. Contact a local dealer to locate a nearby installation.
- Coordinate with neighboring zoning jurisdictions to establish consistent practices, rate schedules, etc. This can be done through Regional Councils of Government or independently, and will save time and money for the town, turbine owner, and installer.
- In the absence of pertinent state legislation, local governments can

override neighborhood covenants that unnecessarily restrict renewable energy.

- Initiate a Community Energy Plan to assess the renewable energy potential of a locality and devise strategies for meeting energy goals. (This may include implementing a renewable energy overlay zone - see last paragraph.)
- Consider establishing renewable energy overlay zones.¹⁸ This policy would be ideally situated in a local government's Comprehensive Plan (or equivalent) that describes a town's future objectives and strategies.

Without proper care however, a renewable energy overlay zone could inadvertently prevent small wind installations outside the zone where they may be perfectly acceptable. As a precaution, make the zone sufficiently large and create or maintain a provision that allows small turbines (and other renewables) outside of the zone. It may in fact be easier to identify any areas *not* suitable for such installations and make distributed renewables an allowed use elsewhere by default.

SPECIFICALLY FOR STATE GOVERNMENTS

State government action can very effectively streamline the permitting process by standardizing permitting requirements across local jurisdictions. Consider implementing the following:

- Establish statewide zoning standards for renewable energy systems. Oregon state law, for example, requires cities and counties to list small wind turbines as an allowed use on any land zoned for agricultural or forest use, pending they meet certain conditions.¹⁹
- Provide educational opportunities for planners and zoning officials.
- Preempt private covenant restrictions that prohibit or restrict small wind and other distributed renewable energy systems on aesthetic grounds.
- Follow precedent set by over 10 states that prohibit the unreasonable restriction of renewable, distributed energy use within planned communities.²⁰ These laws are, unfortunately, not often publicly known and so are violated frequently. Therefore accompany any such rules with educational outreach efforts. The Community Associations Institute (CAI) and its chapters, for example, could provide a platform upon which to educate community associations and homeowners about their rights and responsibilities under the law.

¹⁸ Example renewable energy overlay zone: Klickitat County, WA. Klickitat County Planning Department: <http://www.klickitatcounty.org/Planning/filesHtml/200408-EOZ-EIS/06-01-map-EOZ.pdf>

¹⁹ Northwest Sustainable Energy for Economic Development. Community Wind: An Oregon Guidebook. Report for the Energy Trust of Oregon. (No date given). p. 41-42. http://www.energytrust.org/RR/wind/community/forms_request.html.

²⁰ These states include Arizona, California, Colorado, Florida, Hawaii, Indiana, Iowa, Massachusetts, Nevada, Utah, and Wisconsin.

²¹ 1993. Wisconsin statute 66.0401. Wisconsin's small wind zoning ordinance <http://renewwisconsin.org/wind/Toolbox-Zoning/Small%20Wind%20System%20Model%20Ordinance%2012-06.pdf>. Available from <http://renewwisconsin.org/wind/windtoolbox.html>

■ Preempt local zoning jurisdictions. Though likely a politically sensitive measure, the most effective way to enable small wind installations is for a state to preempt "home rule" jurisdiction of local zoning codes to allow the (conditional), statewide installation of small wind turbines under a single umbrella policy. Several precedents demonstrate that doing so helps consumers, communities, and industry. Home rule was preempted on a national scale for cell phone towers (Telecommunications Act of 1996) and was far stronger than what would be needed for small wind systems. This federal preemption succeeded in passing largely because of the perceived national benefit that wireless communications would bring. Advocates argue that the same could surely be said of renewable energy. The states of Wisconsin,²¹ Nevada,²² Vermont,²³ Michigan,²⁴ Oregon,¹⁹ New Hampshire,²⁵ and California²⁶ have all agreed and enacted laws that preempt home rule specifically to prevent undue prohibitions of small wind systems in their states. As a direct consequence, these states enjoy more in-state (non-imported) energy generation and other environmental and economic benefits that small wind offers.

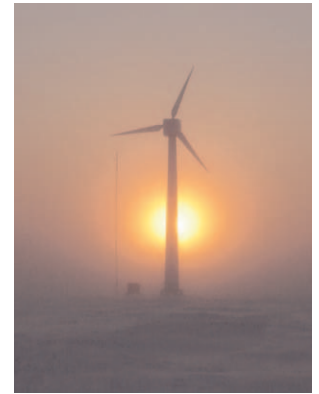
²² Nevada State Legislature NRS 278.0208 <http://www.leg.state.nv.us/Nrs/NRS-278.html#NRS278Sec0208>

²³ Vermont Statute Title 30 Sections 219(a) and 219(b), and 248 amended with bill 209 from 2008 <http://www.leg.state.vt.us/statutes/statutes2.htm>

²⁴ Michigan Siting Guidelines for Wind Energy Systems http://www.michigan.gov/documents/Wind_and_Solar_Siting_Guidelines_Draft_5_96872_7.pdf

²⁵ New Hampshire House Bill 310 <http://www.gencourt.state.nh.us/legislation/2008/HB0310.html>

²⁶ California AB 1207 http://info.sen.ca.gov/pub/01-02/bill/asm/ab_1201-1250/ab_1207_bill_20011007_chaptered.html



Northern Power
100kW turbine
in Kotzebue, AK

Vermont's Net-Metering Permitting Process

Vermont's permitting process for net metered (thus, grid-tied) small wind turbines is straightforward and simple: A customer applies for a Certificate of Public Good (CPG), at no cost, from the Vermont Public Service Board (PSB) and distributes the application to adjacent landowners, the town planning committee, and select board, local utility, and several state agencies. Barring any objections within 30 days, the CPG application is generally approved and is exempt from additional state or local zoning regulations. Should there be any public objections, witnesses for each party testify at a public hearing where the PSB makes a final decision.



Windward Engineering
Endurance 4.25kW turbine
in Arkport, NY

PERMITTING PROCESS: TIME & COST

Even the best zoning ordinances are often thwarted by overly expensive and lengthy requirements for obtaining a permit. We recommend the following:

	Permitted or Accessory Use	Conditional Use
Time	The permit should be granted upon timely review of the application, not exceeding 30 days.	Hearings are usually required to determine whether the installation meets the "conditions" upon which permission is contingent. Any hearings should be held within 30 days of the application date. Promptly thereafter the zoning board should notify the applicant whether or not the permit has been granted and what conditions are necessary to satisfy the permit.
	If an application must be approved by a town or county board after being passed through a planning committee, a reasonable timeframe is 60 days or less.	
Costs	<p>Total permitting costs should be commensurate with any other non-commercial end-use objects or structures, and should reflect the cost of administering the permit and any associated reviews or inspections.</p> <p>Most localities levy fees at a flat rate, but some occasionally use a "valuation method" that calculates the fee as a percentage of the system's cost. However, there is little, if any, correlation between the size of a turbine and the costs and time required for its inspection and review process. Flat fees are therefore more practical and desirable.</p> <p>Furthermore, the valuation method inadvertently discourages larger systems and their associated public benefits. Paradoxically, under this fee structure, the more a turbine owner wants to contribute to the community, the more difficult it becomes to do so.</p> <p>Some localities have implemented a tiered fee structure to distinguish between residential and commercial uses. Still others have waived permitting fees entirely for on-site renewable generators, sending a powerful message of local government support for clean energy and their associated community benefits. Some communities that have waived permitting fees for on-site renewables include Tucson (AZ), San Diego (CA), Fairfax (CA), and the entire state of Vermont.²⁸</p>	

²⁸ http://lomapieta.sierraclub.org/global_warming/pv_permit_study.htm Damian Pitt, "Taking the Red Tape out of Green Power." Network for New Energy Choices, September 2008. In Vermont, permitting is free for all grid-tied renewables statewide under the Certificate of Public Good application process.

CONCLUSION

Good zoning for small wind is important, achievable, and good public policy.

Planners and zoning officials are in a unique and powerful position to help renewable energy and those who rely on it. Of all the challenges consumers and the industry face to deliver the benefits of clean, on-site power generation, the permitting process can be the most severe. But fortunately, a remedy is available and implementing it can come at a net benefit to the community at large.

By understanding the issues and identifying a variety of potential solutions, renewable energy will be able to play a more vibrant part in American communities.



Entegrity Wind Systems 50kW turbine

CONTRIBUTING AND ADDITIONAL RESOURCES

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Abundant Renewable
Energy (ARE) 110
2.5kW turbine
in Newberg, Oregon

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<i>Abandonment</i>	<i>Perceptions and local concerns</i>	<i>Tower cost versus power</i>
<i>Aesthetics</i>	<i>Property values</i>	<i>Tower height versus power</i>
<i>Barriers to small wind systems</i>	<i>Protecting your right</i>	<i>Tower engineering for building permits</i>
<i>Code Compliance</i>	<i>Rules of thumb for tower heights</i>	<i>Tower heights and zoning hearings</i>
<i>Considerations for wind turbine towers</i>	<i>Setbacks</i>	<i>Tower Styles</i>
<i>FAA</i>	<i>Shadow flicker and strobing</i>	<i>Towers and Engineering</i>
<i>Fences</i>	<i>Siting towers and heights for small wind turbines</i>	<i>Trials and tribulations</i>
<i>Ice shedding</i>	<i>Sound</i>	<i>TV and communications interference</i>
<i>Keeping hearings under control</i>	<i>Stray Voltage</i>	<i>Visibility</i>
<i>Net metering and zoning</i>	<i>Tall tower economics</i>	<i>Zoning obstacles</i>
<i>Payback</i>		

A special thanks to Erica Heller of Clarion Associates, Mick Sagrillo of Sagrillo Power & Light, and Jim Green of the National Renewable Energy Laboratory for their expertise and contributions to this document.



Entegrety Wind Systems
 50kW turbine
 in Quinter, Kansas

APPENDIX: AWEA MODEL SMALL WIND ZONING ORDINANCE

Writing Small Wind into Existing Laws

This model zoning ordinance is used by many localities across the country and aims to strike an equitable balance among the interests of the consumer, industry, and community. It is the product of lessons learned over decades of industry experience and tens of thousands of installations.

AWEA MODEL ZONING ORDINANCE

Use Regulation for Small Wind Energy Conversion Systems

Section 1: Purpose

It is the purpose of this regulation to allow the safe, effective and efficient use of small wind energy systems installed to reduce the on-site consumption of utility supplied electricity.

Section 2: Findings

The [city or county] finds that wind energy is an abundant, renewable, and nonpolluting energy resource and that its conversion to electricity will reduce our dependence on nonrenewable energy resources and decrease the air and water pollution that results from the use of conventional energy sources. Distributed small wind energy systems will also enhance the reliability and power quality of the power grid, reduce peak power demands, and help diversify the State's energy supply portfolio. Small wind systems also make the electricity supply market more competitive by promoting customer choice.

The State of _____ has enacted a number of laws and programs to encourage the use of small-scale renewable energy systems including rebates, net metering, property tax exemptions, and solar easements. [As appropriate] However, many existing zoning ordinances contain restrictions, which while not intended to discourage the installation of small wind turbines, that can substantially increase the time and costs required to obtain necessary construction permits.

Therefore, we find that it is necessary to standardize and streamline the proper issuance of building permits for small wind energy systems so that this clean, renewable energy resource can be utilized in a cost-effective and timely manner.

Section 3: Definitions

Small Wind Energy System: A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100 kilowatts (kW) and which is intended to primarily reduce on-site consumption of utility power.

Tower Height: The height above grade of the fixed portion of the tower, excluding the wind turbine itself.

Total Extended Height: The height above grade to a blade tip at its highest point of travel.

Section 4: Allowed Use

Small wind energy systems shall be allowed as an accessory use in all zoning districts where structures of any sort are allowed; subject to the requirements of Section 5 below. Small wind energy systems not meeting the performance standards of Section 5 may be allowed by conditional use permit.

See p. 4 for a sample of cities, counties, and states that have enacted zoning laws for small wind systems.

Section 5: Use Standards for Small Wind Electric Conversion System

5.01	Setback: The base of the tower shall be set back from all property lines, public right-of-ways, and public utility lines a distance equal to the total extended height. Turbines shall be allowed closer to a property line than its total extended height if the abutting property owner(s) grants written permission and the installation poses no interference with public utility lines or public road and rail right-of-ways.
5.02	Tower Height: So long as the total extended height meets sound and set-back requirements, there shall be no specific height limitation, except as imposed by Federal Aviation Administration regulations as stated in 5.07.
5.03	Sound: Sound produced by the turbine under normal operating conditions, as measured at the property line, shall not exceed the definition of nuisance noise. Sound levels, however, may be exceeded during short-term events out of anyone's control such as utility outages and/or severe wind storms.
5.04	Wind Turbine Equipment: Small wind turbines must have been approved under the state public benefits program or any other small wind certification program recognized by the American Wind Energy Association.
5.05	Requirement for Engineered Drawings: Building permit applications for small wind energy systems shall be accompanied by standard drawings of the wind turbine structure and stamped engineered drawings of the tower, base, footings, and/or foundation as provided by the manufacturer. Wet stamps shall not be required.
5.06	Soil Studies: For standard soil conditions (not including gravel, sand, or muck), foundations developed by the wind turbine manufacturer shall be acceptable for turbine installations of 20kW or less and will not require project-specific soils studies or an engineer's wet stamp.
5.07	Compliance with FAA Regulations: No WEC shall be constructed, altered, or maintained so as to project above any of the imaginary airspace surfaces described in FAR Part 77 of the FAA guidance on airspace protection.
5.08	Compliance with National Electric Code: Building permit applications for small wind energy systems shall be accompanied by a line drawing of the electrical components, as supplied by the manufacturer, in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code.
5.09	Utility Notification: No small wind energy system shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.
5.10	Insurance: Additional insurance beyond homeowners' coverage shall not be required.
5.11	Abandonment: If a wind turbine is inoperable for six consecutive months the owner shall be notified that they must, within six months of receiving the notice, restore their system to operating condition. If the owner(s) fails to restore their system to operating condition within the six-month time frame, then the owner shall be required, at his expense, to remove the wind turbine from the tower for safety reasons. The tower then would be subject to the Public Nuisance provisions of the zoning code.
5.12	Signage: All signs, other than the manufacturer's or installer's identification, appropriate warning signs, or owner identification on a wind generator, tower, building, or other structure associated with a small wind energy system visible from any public road shall be prohibited.
5.13	Lighting: No illumination of the turbine or tower shall be allowed unless required by the FAA.
5.14	Access: Any climbing foot pegs or rungs below 12 feet of a freestanding tower shall be removed to prevent unauthorized climbing. For lattice or guyed towers, sheets of metal or wood may be fastened to the bottom tower section such that it cannot readily be climbed.

For more information contact Ron Stimmel at rstimmel@awea.org.

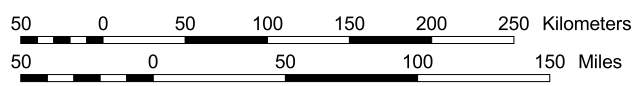
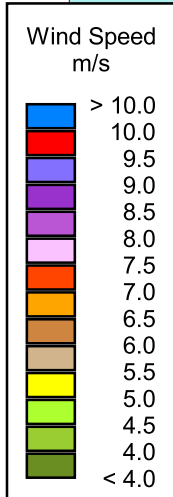
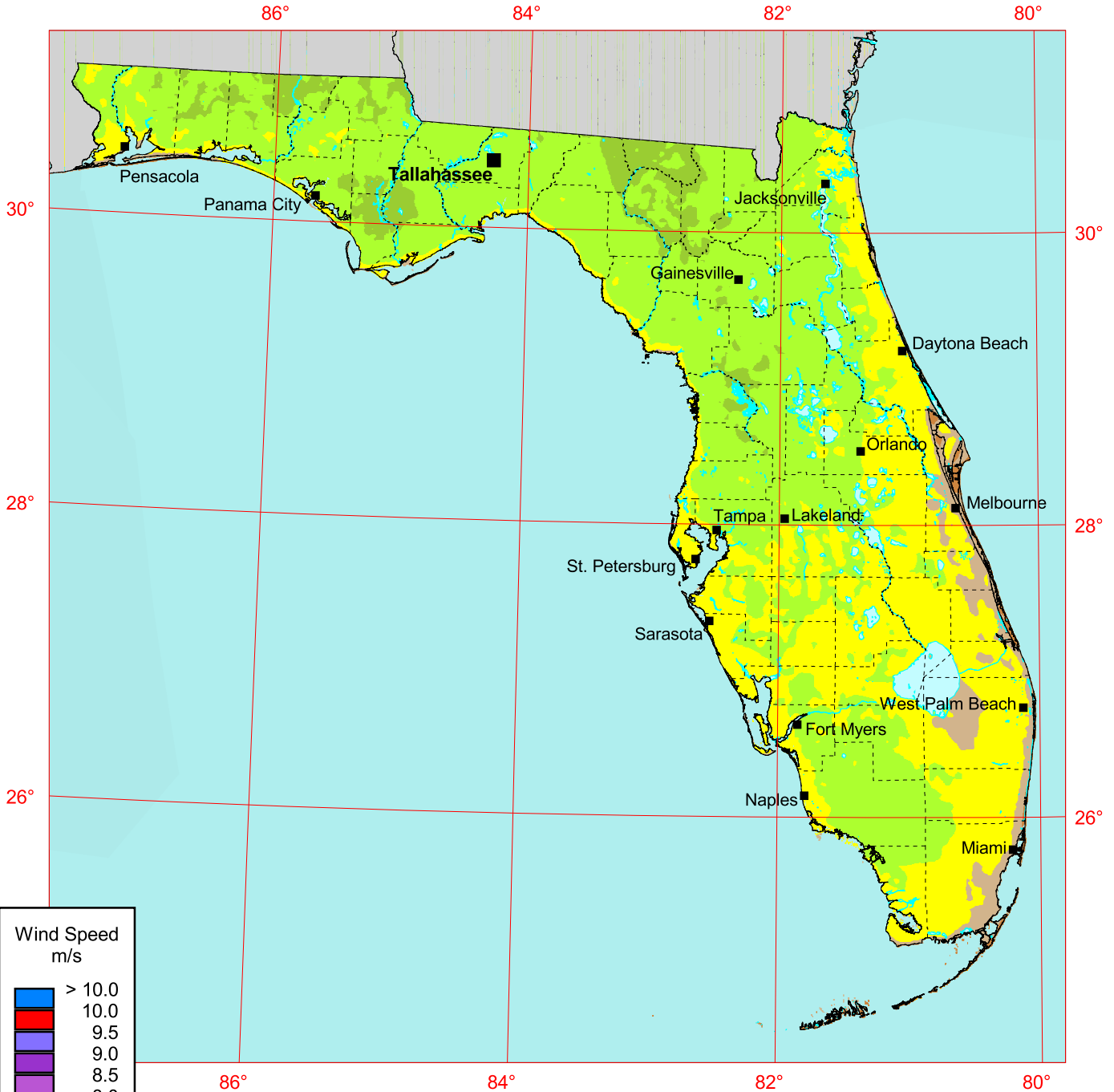


American Wind Energy Association
11501 M Street, NW • 10th Floor • Washington, D.C. 20005
202-383-2500 (phone) • 202-383-2505 (fax) • www.awea.org

GMR: 5:46pm Articles 3 & 6 'Wind Turbines' LDC Ordinance Page 46 of 52



Florida - Annual Average Wind Speed at 80 m



Source: Wind resource estimates developed by AWS Truewind, LLC for windNavigator®. Web: <http://navigator.awstruewind.com> | www.awstruewind.com. Spatial resolution of wind resource data: 2.5 km. Projection: UTM Zone 17 WGS84.



Articles 3 & 6 'Wind Turbines'

LDC Ordinance

PB Summary Minutes

**SUMMARY OF THE
ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL AND REGULAR MEETING
HELD ON DECEMBER 13, 2010
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, FIRST FLOOR
PENSACOLA, FLORIDA**

(8:32 A.M. – 9:50 A.M.)

MEMBERS PRESENT: Wayne Briske, Chair
Tim Tate, Vice Chair
Steven Barry
Dorothy Davis
Vann Goodloe
Karen Sindel
Alvin Wingate
Patty Hightower, School Board Representative (non-voting)
Stephanie Oram, Navy Representative (non-voting)

STAFF PRESENT: Stephen West, Assistant County Attorney
T. Lloyd Kerr, Bureau Chief, Development Services
Horace Jones, Division Manager, Development Review
Andrew Holmer, Senior Planner, Development Review
Allyson Cain, Planner II, Development Review
David Forte, Planner I, Projects & Comprehensive Planning
Lynette Harris, Urban Planner I, Projects & Comprehensive Planning
Karen Spitsbergen, SOSA, Development Review

8:32 AM Quasi-Judicial Meeting Convened

1. The meeting was called to order at 8:32 a.m. with 7 voting members present.
2. Invocation and pledge was given by Wingate.
3. Proof of Publication was given by Karen Spitsbergen.
4. Rezoning Public Hearings

A. Case No.:	Z-2010-18
Location:	300 Beverly Parkway (46-1S-30-2001-001-037)
From:	R-6, Neighborhood Commercial and Residential District (cumulative) High Density (25 du/acre)
To:	C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
Requested by:	Thomas G. Hammond, Jr. P.E., Agent for Ramzan Ali, Owner

Speakers: Thomas G. Hammond, Jr. P.E., Agent
David Forte

Motion was made by Goodloe to accept staff's findings of fact and recommend approval of the C-2 request, seconded by Barry and passed unanimously (7-0).

B. **Case No.:** Z-2010-19
Location: 3407 N Tarragona Street (04-2S-30-6001-005-021)
From: R-3, One-family and Two-family District (cumulative) Medium Density (10 du/acre)
To: R-5, Urban Residential/Limited Office District (cumulative) High Density (20 du/acre)
Requested by: Leonard and Carrie Walker, Owners
Speakers: Leonard Walker, Owner
Della Cruse
David Forte

Motion was made by Tate to accept staff's findings of fact and recommend approval of the R-5 request, seconded by Davis, and passed unanimously (7-0).

9:05 AM Quasi-Judicial Meeting Adjourned

9:06 AM Regular Meeting Convened

1. The meeting was called to order at 9:06 a.m. with 7 voting members present.
2. Proof of publication was given by Karen Spitsbergen.
3. Election of Chairman and Vice-Chairman

Motion was made for Briske to be retained as Chairman by Wingate, seconded by Sindel and passed unanimously (7-0).

Motion was made for Tate to be retained as Vice Chairman by Barry, seconded by Sindel and passed unanimously (7-0).

4. Board Minutes

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Summary Minutes of the November 8, 2010 Planning Board Meeting.

Motion was made by Goodloe to approve the meeting minutes, seconded by Sindel and passed unanimously (7-0).

- B. Planning Board Monthly Action Follow-up Report for December 2010.
- C. Planning Board 6-Month Outlook for December 2010.

5. Public Hearings

- A. **LDC Ordinance – Article 3 & 6 “Wind Turbines”**; presented by David Forte, Urban Planner I, Projects & Comprehensive Planning

RECOMMENDATION:

That the Planning Board review and recommend approval to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Article 3 “Definitions,” to define “small wind energy systems” and “wind turbines”; and amending Article 6 “Zoning Districts,” to add such structures as an allowable accessory use, provided all standards are met.

Motion was made by Tate to recommend approval to the BCC for adoption, seconded by Barry and passed unanimously (7-0).

- B. **LDC Ordinance – Article 3, 6 & 7 “Outdoor Sales & Outdoor Storage”**; presented by David Forte, Urban Planner I, Projects & Comprehensive Planning

RECOMMENDATION:

That the Planning Board review and recommend approval to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Article 3 “Definitions,” to define “outdoor sales” and redefine “outdoor storage”; amending Article 6 “Zoning Districts,” to create Section 6.04.18 to add tables for outdoor storage categories and outdoor standards and amending Sections 6.05.14 and 6.05.16 to establish the zoning districts where outdoor sales are permitted; and amending Article 7 “Performance Standards” to clarify screening for outdoor storage.

No action was taken as it was sent back to staff for further revisions.

6. Bureau Chief’s Report

Mr. Kerr gave a brief update on the status of the EAR Based Amendments.

7. County Attorney’s Report

No Action taken.

8. Scheduling of Future Meetings

- A. The next Regular Planning Board meeting is scheduled for **Monday, January 10, 2011** at 8:30 a.m., in the Escambia County Central Office Complex, Board Meeting Room, Room 104, 3363 West Park Place, Pensacola, Florida.

9. Announcements/Communications

10. Adjournment

9:50 AM – Regular Board Meeting Adjourned



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Public Hearing Item #: 4.

Growth Management Report

Date: 02/03/2011

Issue: 5:47 p.m.- Public Hearing - Parade of Homes - Issuance of Additional Model Home Permits

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

That the Board approve the issuance of an additional six model home permits for purposes of constructing the display homes for the annual Parade of Homes event, pursuant to Article 4.01.03.E of the Land Development Code (LDC). The event is scheduled to be held April 16-24, 2011, in the Fiddler's Walk subdivision.

BACKGROUND:

The annual Parade of Homes typically includes model homes in various price ranges for public viewing, made available later for purchase and occupancy. Model homes are included in LDC Section 4.01.03.E which states, " The Board of County Commissioners may authorize at a duly noticed public hearing the issuance of additional model home permits under special circumstances (e.g., the Parade of Homes), if additional assurances of infrastructure completion are provided". Issuance of the model home permits does not authorize issuance of a certificate of occupancy.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with LDC Section 4.01.03.E of the Land Development Code.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter of Request



GECI & ASSOCIATES, INC.
E N G I N E E R S

Allyson C.

January 10, 2011

Mr. Kevin White, Chairman
Escambia County Board of County Commissioners.
c/o Ms. Joy Blackmon, PE
Bureau Chief/ County Engineer
3363 West Park Place
Pensacola, Florida 32505

RE: Fiddler's Walk S/D
Model Home Permits

Dear Chairman White,

In accordance with section 4.01.03.A of the Escambia County Land Development Code, we hereby request authorization for issuance of 6 model home building permits on lots 2 through 7 of Fiddler's Walk Subdivision. All infrastructure construction (i.e. drainage, paving and site utilities) has been completed. As-built plans and certifications have been submitted and the Final Plat will be submitted by the end of this week. There are no unresolved issues. We are currently awaiting the final "punch list" and any issues will be addressed immediately.

This request is necessary in order to have model homes completed in time for the upcoming Homebuilder's Association Parade of Homes which is scheduled for April 16 -24, 2011. We would greatly appreciate this request being considered as an "Add On" to next week's BCC agenda.

Sincerely,

GECI AND ASSOCIATES ENGINEERS, INC.

Steve A. Geci, PE
President

Enclosures

c: Mr. Ron Johnson



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Consent Item #: 1.

Growth Management Report

Date: 02/03/2011
Issue: Schedule of Public Hearings
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

That the Board authorize the scheduling of the following Public Hearing(s):

Thursday, March 3, 2011

5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on February 7, 2011.

Case No. **Z-2011-02**
Location: 5890 Hwy 99
Property Reference 05-3N-32-1310-000-000
No.:
Property Size: 23.82(+/-)
From: VAG-1, Villages Agriculture District (5 du/100 acres on one acre parcels)
To: VAG-2, Villages Agriculture District (1 du/5 acres)
FLU Category: AG, Agriculture
Commissioner District: 5
Requested by: Michael E. Black and Kristi Y. Black, Owners

AI-393

Item #: 14.

BCC Regular Meeting

Date: 02/03/2011

SUBJECT:

Attachments

County Administrator's Report

COUNTY ADMINISTRATOR'S REPORT
February 3, 2011

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Public Defender, First Circuit, Escambia County Office - David Lambert, IT Director

That the Board approve the Request for Disposition of Property Form for the Office of the Public Defender, First Circuit, Escambia County Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with agency and reason stated.

2. Recommendation Concerning Disposition of Surplus County Property for the Public Works Bureau - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board approve the two Requests for Disposition of Property Forms indicating four items – a flatbed crew truck and various other equipment – all of which are described and listed on the Requests, with reasons for disposition stated on each. The items are to be auctioned as surplus or properly disposed of.

3. Recommendation Concerning the Request for Disposition of Surplus Property for the Corrections Bureau – Gordon C. Pike, Corrections Bureau Chief

That the Board approve the Request for Disposition of Property Form, for property which is described and listed on the Request, with reason for disposition stated. The item is to be auctioned as surplus or properly disposed of.

4. Recommendation Concerning Community Center License and Management Agreement with Ebonwood Homeowners & Neighborhood Watch Community, Inc. - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between the County and Ebonwood Homeowners & Neighborhood Watch Community, Inc., for the Ebonwood Community Center, with an effective date of September 24, 2010.

5. Recommendation Concerning Appointments to the Escambia County Mass Transit Advisory Committee - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning the District 2 and District 3 appointments to the Escambia County Mass Transit Advisory Committee (MTAC):

A. Confirm the appointment of Jesse Casey as the District 2 representative to the Escambia County Mass Transit Advisory Committee, with the term of the appointment to be effective February 4, 2011, and to run concurrent with the term of Commissioner Gene M. Valentino (November 2014);

B. Confirm the appointment of Bonita Player, PE, as the District 3 representative to the Escambia County Mass Transit Advisory Committee, with the term of the appointment to be effective February 4, 2011, and to run concurrent with the term of Commissioner Marie Young (2012); and

C. Request the County Administrator's Office to provide letters of appreciation to Sherri Myers, District 2 appointee, and Edward McCorvey, District 3 appointee, for their service.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Ratification of Purchase Order No. 110411 Issued to Gentry & Associates, LLC - Charles R. "Randy" Oliver, CPA PE

That the Board ratify Purchase Order No. 110411 issued to Gentry & Associates, LLC, for Fiscal Year 2010/2011, in the amount of \$60,000, based upon the previously-awarded Contract PD 08-09.023. [Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101.]

2. Recommendation Concerning Letter of Agreement Between Escambia County and the State Agency for Health Care Administration (AHCA) for Health Care Services - Amy Lovoy Management & Budget Services Bureau Chief

That the Board take the following action concerning the Letter of Agreement for Health Care Services:

A. Approve the Letter of Agreement between Escambia County and the State of Florida through its Agency for Health Care Administration (AHCA) for Health Care Services, in the amount of \$65,824; and

B. Approve any required Purchase Order.

[Funding: Fund 103, Economic Development Fund, Cost Center 360704, Economic Development]

3. Recommendation Concerning Supplemental Budget Amendment #093 - Sheriff Vehicle Sale Revenue - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #093, Local Option Sales Tax (LOST) III, Fund (352) in the amount of \$145,430, to recognize proceeds from the sale of surplus law enforcement vehicles, and to appropriate these funds back to the Sheriff's LOST budget allocation for Fiscal Year 2010/2011 for vehicle replacement.

4. Recommendation Concerning Supplemental Budget Amendment #096 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #096, General Fund (001) in the amount of \$7,000, to recognize a private donation from the Edward Spencer Revocable Trust, and to appropriate these funds for a new K-9 Unit at the Escambia Sheriff's Office.

5. Recommendation Concerning Supplemental Budget Amendment #097-
Ex-Oriskany PCB Artificial Reef Monitoring Grant - Amy Lovoy, Management and
Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #097, Other Grants and Projects Fund (110) in the amount of \$53,000, to recognize proceeds from the State of Florida Fish and Wildlife Conservation Commission, and to appropriate these funds to be used for reef monitoring.

6. Recommendation Concerning Supplemental Budget Amendment #101 - 2008 FTA
Grant - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #101, FTA Capital Projects Fund (320) in the amount of \$93,377, to recognize proceeds from the Federal Transit Administration (FTA), and to appropriate these funds to be used for various mass transit capital projects associated with the Escambia County Area Transit System (ECAT).

7. Recommendation Concerning 2010 Community Development Block Grant
Program Fire Protection Improvements Project - Keith Wilkins, REP, Community &
Environment Interim Bureau Chief

That the Board take the following action regarding the 2010 Community Development Block Grant (CDBG) Fire Protection Improvements Project:

A. Approve the Interlocal Agreement with the Emerald Coast Utilities Authority (ECUA), in the amount of \$175,000, providing for the completion of the Fire Protection Improvements Project (2010), including installation of fire hydrants and associated water main upgrades, primarily within Census Tracts 28 and 29; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

[Funding: Fund 129/2010 CDBG, Cost Center: 220435]

8. Recommendation Concerning Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board take the following action concerning the Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment to 2010 Escambia Consortium Annual Action Plan:

A. Approve and authorize submission of a Substantial Amendment to the 2010 Escambia Consortium Annual Action Plan to incorporate \$1,210,487, in Neighborhood Stabilization Program 3 (NSP3) funding to undertake activities targeting the acquisition, rehabilitation or redevelopment of foreclosed, vacant or abandoned properties in designated areas of Escambia County and the City of Pensacola, as provided by the U.S. Department of Housing and Urban Development (HUD) under the National Housing Economic Recovery Act of 2008 (HERA), as amended; and

B. Authorize the County Administrator to execute the 2010 Substantial Amendment and related NSP3 Program forms, certifications, and any related documents, as may be required to submit the Amendment to HUD and authorize the County Administrator or Chairman, as appropriate, to execute all documents required to receive the NSP3 funds and to implement the NSP3 Program.

[Funding: Fund/Cost Center to be assigned]

9. Recommendation Concerning Recycling Collection Services Agreement PD 10-11.017- Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board take the following action concerning Escambia County's Office Recycling Program, PD 10-11.017:

A. Authorize the County to piggyback off the Escambia County School District Recycling Collection Services Agreement, which was made and entered into as of the 26th day of August, 2010, (the effective date), between the Escambia County School District and West Florida Recycling, LLC, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II; and

B. Award a Contract to West Florida Recycling, LLC, at no cost to the County, for collection and processing of County facility generated recyclables.

[Funding: N/A]

10. Recommendation Concerning Lake Stone Campground Facility Management Agreement - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve the Agreement between the County and Mervyn Leroy Simmons for the Management of the Lake Stone Campground Facility and authorize the County Administrator to sign the Agreement.

[Funding Source: General Fund 001, Lake Stone Cost Center 220804 = \$10,200, paid via 12, equal, monthly installments of \$850 with housing and utilities provided]

11. Recommendation Concerning State of Florida, Division of Emergency Management Federal Fiscal Year 2010 Homeland Security Grant Program Award – Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2010 Homeland Security Grant Program award for the Citizen Corps and Community Emergency Response Team (CERT) Programs, allocating to Escambia County a Grant totaling \$20,951, for the period of August 1, 2010, through January 31, 2013:

A. Accept the FDEM Award, allocating \$10,475.50 each, for the Citizen Corps and CERT Grant Programs, to be identified in Fund 110, Other Grants and Projects, Cost Centers 330458 and 330430, respectively;

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

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

12. Recommendation Concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application – Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application for 2010/2011, in the amount of \$49,495, with a 25% County match, for the purpose of providing Personal Protective Equipment (PPE) to each Escambia County Emergency Medical Specialist:

A. Approve the EMS Matching Grant Application; and

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

[Funding Source: Fund 408, Emergency Medical Service; Cost Center 330302, EMS Operations; Account Code 55201, Operating Supplies]

13. Recommendation Concerning the Florida Department of Law Enforcement, Office of Criminal Justice, Residential Substance Abuse Treatment Grant for the Corrections Bureau – Gordon C. Pike, Corrections Bureau Chief

That the Board accept the Florida Department of Law Enforcement, Office of Criminal Justice, Residential Substance Abuse Treatment (RSAT) Grant for Pathways for Change Male Group, in the amount of \$50,000, with a match of \$17,000, for a total of \$67,000, and ratify the Chairman's signature on the Grant Application and Certification of Acceptance.

[Funding Source: \$17,000 has been budgeted in Fund 001, General Fund, Cost Center 110201, Object Code 54901, to serve as the required 25% match for the Grant]

14. Recommendation Concerning Reallocation of Fiscal Year 2010-2011 Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board approve the reallocation of funds totaling \$4,365,860, from Fiscal Year 2010/2011 Capital Improvement Program to projects listed in Attachment "A". Various issues have hindered progress and affected the ability to construct some projects as previously scheduled, so staff is requesting the Board's approval to reallocate funds, so that we can move forward with projects that are currently in progress or are ready for design/construction.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107]

15. Recommendation Concerning the Acquisition of Property, by Donation, for Drainage Improvements in the Greenbrier Boulevard Drainage Area - Joy D. Blackmon, P.E., Bureau Chief

That the Board take the following action concerning acquisition of property, by donation, for drainage improvements in the Greenbrier Boulevard Drainage Area:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with the acquisition of property, by donation, for drainage improvements in the Greenbrier Boulevard Drainage Area, and to gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;
- B. Authorize the payment of documentary stamps because the property is being acquired for governmental use, which is for drainage Easements, and the County benefits from these acquisitions because they facilitate the installation of drainage improvements, which will result in a more efficient and safe roadway, enhancing the quality of life for the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the acquisition of these properties, which includes, but is not limited to, a title search, documentary stamp tax and recording of documents; and
- D. Authorize staff to prepare and the Chairman or Vice Chairman to accept the drainage Easements as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time, subject to Legal review and sign-off.

[Funding Source: Fund 352, LOST III, Account 210107/56301, Project #11EN0955 "Greenbrier"]

III. For Discussion

1. Recommendation Concerning County Payroll Procedures - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve changing the County payroll procedures to reflect an employee's choice of payment by either direct deposit or the Bank of America Payroll Debit Card Program. This will result in no further need to print or distribute paychecks or direct deposit vouchers.

2. Recommendation Concerning a Resolution to Adopt Development Services Policy Entitled "72-Hours or It's Free" - T. Lloyd Kerr, AICP, Development Services Bureau Chief

That the Board adopt a Resolution to establish a Development Services Policy entitled "72-Hours or It's Free" that will provide timely and responsive service for the citizens in regard to Building Permitting Procedures, and providing an effective date.

3. Recommendation Concerning Revenue Settlement with BP for Revenues Lost in Fiscal Year 2010 as a Result of the Deepwater Horizon Oil Spill - Amy Lovoy, Management & Budget Services Bureau Chief

That the Board take the following action concerning the Settlement with BP for revenues lost in Fiscal Year 2010:

- A. Approve a settlement with BP for revenues lost in Fiscal Year 2010 as a result of the Deepwater Horizon Oil Spill as shown in the backup; and
- B. Approve a release with BP for these revenues subject to Legal sign-off.

4. Discussion Concerning Siguenza Cove Canal Dredging - Joy D. Blackmon, P.E.,
Public Works Bureau Chief

That the Board consider the following action concerning the Siguenza Cove Canal dredging:

A. Authorize staff to pursue the acquisition of Hold Harmless Agreements or other financial assurances;

B. Upon satisfactory receipt of the Hold Harmless Agreements, accept for permanent County maintenance and public use the canal (Canal) as shown on the plat of Siguenza Cove Subdivision, recorded in Plat Book 5, Page 12, of the Public Records of Escambia County, Florida;

C. Approve transferring \$80,000 from Fund 352, "LOST III" (Local Option Sales Tax III), Account 210107, Project #08EN0301, "Coral Creek S/D Drainage", to Fund 352, "LOST III", Account 210107, Project Number to be set up, "Siguenza Cove"; and

D. Authorize the Chairman or Vice-Chairman to execute the Hold Harmless Agreements subject to Legal review and sign-off.

5. Recommendation Concerning the Approval of a Ground Lease and Memorandum of Lease with The School Board of Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the approval of a Ground Lease and Memorandum of Lease between Escambia County, Florida, and The School Board of Escambia County, Florida, for a one acre parcel of property, located at the southwest corner of the Warrington Elementary School property, for the purpose of constructing a sub-station facility for the Escambia County Sheriff's Office:

- A. Approve the Ground Lease and Memorandum of Lease at a cost of \$10 annually for a period of 99 years;
- B. Authorize the payment of incidental expenditures associated with the approval of the Ground Lease and Memorandum of Lease; which includes, but is not limited to, recording of documents; and
- C. Authorize the Chairman or Vice Chairman to execute, subject to legal review and sign off, the Ground Lease and Memorandum of Lease as of the day of delivery and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding Source: Fund 351, LOST II, Account 540110/56101]

(GROUND LEASE & MEMORANDUM OF LEASE TO BE DISTRIBUTED UNDER SEPARATE COVER)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 1.

County Administrator's Report

Date: 02/03/2011
Issue: Surplus Information Systems Property
From: David Lambert
Organization: Escambia County Public Defender
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Public Defender, First Circuit, Escambia County Office - David Lambert, IT Director

That the Board approve the Request for Disposition of Property Form for the Office of the Public Defender, First Circuit, Escambia County Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Form with agency and reason stated.

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with FS 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition of Property Form

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Office of the Public Defender COST CENTER NO: 410407

David Lambert DATE: 1/18/2011

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *David Lambert* Phone No: 595-4100 ext. 274

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	47514-E	Server	0043V	Dell PowerEdge 4300	4/21/1999	bad
Y	47086-E	Computer	6000182593		10/16/1998	good, outdated
Y	47088-E	Computer	6000182589		10/16/1998	good, outdated
Y	47089-E	Computer	6000182590		10/16/1998	good, outdated
Y	47246-E	Computer	HY3RQ	Optiplex G1	1/4/1999	good, outdated
Y	47247-E	Computer	HY3RR	Optiplex G1	1/4/1999	good, outdated
Y	48309-E	Computer	D04DU	Optiplex GX1	1/26/2000	good, outdated
Y	48654-E	Computer	5UPPX	Optiplex GX110	5/15/2000	good, outdated
Y	48659-E	Computer	5UPRF	Optiplex GX110	5/15/2000	good, outdated
Y	48661-E	Computer	5UPRH	Optiplex GX110	5/15/2000	good, outdated
Y	48709-E	Computer	8NSL00B	Optiplex GX110	5/31/2000	good, outdated
Y	49060-E	Computer	CHDM201	Optiplex GX110	9/27/2000	good, outdated
Y	51688-E	Computer	B2DMB21	Optiplex GX260	1/27/2003	good, outdated
Y	51690-E	Computer	J2DMB21	Optiplex GX260	1/27/2003	good, outdated
Y	51692-E	Computer	C1DMB21	Optiplex GX260	1/27/2003	good, outdated
Y	51696-E	Computer	J0DMB21	Optiplex GX260	1/27/2003	good, outdated
Y	53497-E	Computer	70K1X51	Optiplex GX280	10/22/2004	bad
Y	53498-E	Computer	90K1X51	Optiplex GX280	10/22/2004	bad
Y	53499-E	Computer	D0K1X51	Optiplex GX280	10/22/2004	bad
Y	53500-E	Computer	H0K1X51	Optiplex GX280	10/22/2004	bad
Y	53504-E	Computer	C1K1X51	Optiplex GX280	10/22/2004	bad
Y	53505-E	Computer	D1K1X51	Optiplex GX280	10/22/2004	bad
Y	53506-E	Computer	G1K1X51	Optiplex GX280	10/22/2004	bad
Y	53507-E	Computer	12K1X51	Optiplex GX280	10/22/2004	bad
Y	53509-E	Computer	62K1X51	Optiplex GX280	10/22/2004	bad
Y	53510-E	Computer	82K1X51	Optiplex GX280	10/22/2004	bad
Y	53511-E	Computer	B2K1X51	Optiplex GX280	10/22/2004	bad
Y	53513-E	Computer	G2K1X51	Optiplex GX280	10/22/2004	bad
Y	53516-E	Computer	63K1X51	Optiplex GX280	10/22/2004	bad
N		Computer	1JWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	1KWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	2JWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	2KWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	3JWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	4JWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	4KWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	5KWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	6JWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	6KWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	7JWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	7KWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	8JWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	9JWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	BJWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	CJWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	DQNVQ01	Optiplex GX150	7/26/2001	good, outdated
N		Computer	GHWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	GJWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	HJWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	JHWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	JJWWQ01	Optiplex GX150	7/25/2001	good, outdated
N		Computer	800855			
N		Monitor	57D-AAXM	17" 1704FPV	9/8/2005	
N		Monitor	LO154942	14"	12/12/1996	
N		Monitor	09C-H2TZ	17"	9/28/2000	
N		Printer	S705B0217531R	Okidata ML590	9/5/1997	

N	Printer	S205B0217532S	Okidata ML590	8/12/1997	
N	Printer	S705B02195B6S	Okidata ML590	8/18/1997	
N	Printer	805B1014004	Okidata ML590	8/6/1998	
N	Print Servers	520932	Netprint 500	5/17/1999	
N	Print Servers	333575	Netprint 2000	9/2/1998	
N	Print Servers	651818	Netprint 500	5/17/1999	
N	Print Servers	522778	Netprint 500	5/17/1999	
N	Print Servers	527204	Netprint 500	5/17/1999	
N	Print Servers	651713	Netprint 500	5/19/1999	
N	Print Servers	651727	Netprint 500	5/19/1999	
N	Print Servers	651887	Netprint 500	5/19/1999	
N	Print Servers	333377	Netprint 2000	9/2/1998	
N	Network Hub	7090003308	Kingston 16-port	2/4/1998	
N	Software	none	Carbon Copy Plus	1 copy	not available
N	Software	none	Formtool 3.0	1 copy	not available
N	Software	none	Infomaker 5.0	1 copy	not available
N	Software	none	Infomaker 6.0	2 copies	not available
N	Software	none	Infomaker 7.0	3 copies	not available
N	Software	none	Laplink 3.0	1 copy	not available
N	Software	none	Laplink 5.0	1 copy	not available
N	Software	none	Lotus Organizer 1.1	1 copy	not available
N	Software	none	Lotus 123 ver 4.0	4 copies	not available
N	Software	none	McAfee Virus Scan	2 copies	not available
N	Software	none	Norton Antivirus 5.0	6 copies	not available
N	Software	none	Noron Utilities 3.0	4 copies	not available
N	Software	none	Paint Shop Pro 6.0	1 copy	not available
N	Software	none	PC Anywhere V	3 copies	not available
N	Software	none	Postscript Level 2	1 copy	not available
N	Software	none	Windows 95 Upgrade	1 copy	not available
N	Software	none	WordPerfect 2000 Upgrade	4 copies	not available
N	Miscellaneous	none	Old Laptop Docking Station		not available
N	Miscellaneous	none	Old Power distribution centers		not available
N	Miscellaneous	none	Power cords		not available
N	Miscellaneous	none	Old Keyboards		not available
N	Miscellaneous	none	Old Mice		not available

Disposal Comments: None

INFORMATION TECHNOLOGY (IT Technician): David Lambert

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 1/18/2010 Information Technology Technician Signature: David Lambert

TO: County Administration

Date: 1-18-11

FROM: Public Defender's Office

CEO (Signature): Tony Z Henderson

CEO (Print Name): Tony Henderson

RECOMMENDATION:

Date: _____

TO: Board of County Commissioners

FROM: County Administration

Charles R. "Randy" Oliver, CPA PE County Administrator
County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

dg 03-25-10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service Consent Item #: 2.

County Administrator's Report

Date: 02/03/2011
Issue: Recommendation for Property Disposition
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Disposition of Surplus County Property for the Public Works Bureau - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board approve the two Requests for Disposition of Property Forms indicating four items – a flatbed crew truck and various other equipment – all of which are described and listed on the Requests, with reasons for disposition stated on each. The items are to be auctioned as surplus or properly disposed of.

BACKGROUND:

All surplus property listed on the attached Requests for Disposition of Property has been checked and declared either surplus to be auctioned or surplus to be properly disposed of. The Requests have been signed by all applicable authorities, including Division Manager, Bureau Chief, County Administrator and if applicable, Information Technology Technician.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, Disposing Bureau, Constitutional Officer, or Outside Agency must put items in good condition on the “Pensacola Community Auction” website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Requests for Disposition

**REQUEST FOR DISPOSITION OF PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

DATE: 1/6/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210401
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	42475	Truck Crew Flatbed	1FDXF80C0SVA63817	F800	1995	Fair

DISPOSAL METHOD: Junked XXX Auction / Sold
 Donated Other: _____

Disposing Dept. _____

Property Custodian (Signature): Sherry Holland Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 1/6/11
 FROM: Escambia County Bureau Terry Gray
 Bureau Chief or designee

RECOMMENDATION: Date: 1/19/11
 TO: Board of County Commissioners
 FROM: County Administration Charles R. Oliver
 Charles R. "Randy" Oliver, CPA, PE
 County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
 Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Public Works/Facilities Management COST CENTER NO: 210602

David W. Wheeler, CFM, Deputy Bureau Chief DATE: 15-Dec-10

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3190

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	45953	Braille	Unknown	American Tactile	N/A	Works but is Obsolete
Y	27456	Engravograph	ILKII 123933	New Hermes	N/A	Works but is Obsolete
Y	45557	Plotter	HP ESA7330939	HP	N/A	Works but is Obsolete

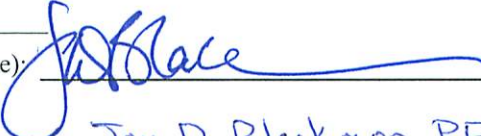
Disposal Comments: Equipment is operational but supplies are no longer available.


INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 1-10-11
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): Joy D. Blackmon, P.E.

RECOMMENDATION: Date: 1/19/11
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver, CPA PE, County Administrator
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 3.

County Administrator's Report

Date: 02/03/2011
Issue: Disposition of Surplus County Property
From: Gordon Pike
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Surplus Property for the Corrections Bureau – Gordon C. Pike, Corrections Bureau Chief

That the Board approve the Request for Disposition of Property Form, for property which is described and listed on the Request, with reason for disposition stated. The item is to be auctioned as surplus or properly disposed of.

BACKGROUND:

All surplus property listed on the attached Request for Disposition of Property has been checked and declared either surplus to be auctioned or surplus to be property disposed of. The Request has been signed by all applicable authorities, including Property Custodian, Bureau Chief and the Interim County Administrator or designee.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, Disposing Bureau, Constitutional Officer, or Outside Agency must put items in good condition on the “Pensacola Community Auction” website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Disposition of Property

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

DATE: 12/15/10 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Corrections Bureau-Road Prison COST CENTER NO: 290202
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	51632	Van (Passenger)				

DISPOSAL METHOD: Junked Auction / Sold
 Donated X Other: Totaled

Disposing Dept. Corrections Bureau-Road Prison

Property Custodian (Signature): *Dorinda P. Pili* Phone No: 0

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 12/16/2010
FROM: Escambia County Bureau *Dorinda P. Pili*
Bureau Chief or designee

RECOMMENDATION: Date: 1/6/2011
TO: Board of County Commissioners
FROM: County Administration *Charles R. Oliver* 1/5/11
Charles R. "Randy" Oliver, CPA PE, County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
Clerk & Comptroller's Finance Signature of Receipt _____ Date _____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 4.

County Administrator's Report

Date: 02/03/2011
Issue: Community Center License and Management Agreement with Ebonwood Homeowners and Neighborhood Watch Community, Inc.
From: Keith Wilkins, REP, Interim Bureau Chief
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Center License and Management Agreement with Ebonwood Homeowners & Neighborhood Watch Community, Inc. - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between the County and Ebonwood Homeowners & Neighborhood Watch Community, Inc., for the Ebonwood Community Center, with an effective date of September 24, 2010.

BACKGROUND:

The Community & Environment Bureau, Community Services Division, at the direction of the Board of County Commissioners, has partnered with local, non-profit organizations in the management of community centers throughout the county. These organizations assist in providing a vital service to the citizens of their communities by their operations. The Ebonwood Homeowners & Neighborhood Watch Community, Inc. is the current management partner of the Ebonwood Community Center.

The majority of the County-owned community centers operate under Community Center License and Management Agreements. A partially executed copy of the agreement has been attached to the recommendation for reference purposes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Community Center License and Management Agreement was prepared in conjunction with the County Attorney Office, and was approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for such agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

The Community & Environment Bureau, Community Services Division will coordinate all efforts on behalf of the County with the respective organization regarding the agreement.

Attachments

License and Management Agreement for Ebonwood Community Center

**COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 24th day of September, 2010 by and between **Escambia County**, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Ste. 420 Pensacola, Florida 32502(County), and **the Ebonwood Homeowners & Neighborhood Watch Community, Inc.**, a Florida not-for-profit corporation whose address is **3415 West Yonge Street, Pensacola, FL 32505** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **Ebonwood Community Center- 3511 West Scott Street, Pensacola, FL 32505** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT. The County licenses the Organization to use and manage the Community Center with relation to activities and programs that

are sponsored by and under the Organization's direction. The Organization agrees that the Community Center will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers various programs for the public benefit and will organize programs in accordance with the terms in the Agreement. The Organization has priority in scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

The Organization may grant preferences to programs designated as group activities.

The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of the three (3) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew. The term of this Agreement begins on the **24th day of September, 2010** and ends on the **23rd day of September, 2013**.

3. PAYMENT OF RENT. The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of three (3) years. The County acknowledges receipt of three dollars (\$3).

4. NOTICES. Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

**County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502**

TO THE ORGANIZATION

**Ebonwood Homeowners & Neighborhood
Watch Community, Inc.
3415 West Yonge Street
Pensacola, FL 32505**

With a copy to:

**County Attorney's Office
221 Palafox Place, 430
Pensacola, Florida 32502**

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS. At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County; certificate of insurance, financial report, board member roster, activity report, and organization equipment inventory. Failure to provide said documents to the County by November 1 of any year could result in the termination of this Agreement.

6. MEDIATION. The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101,

et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this

section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. HEADINGS. Headings and subtitles used throughout this agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation cannot be excluded. The Organization must also require any other organization using the Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502**, as an “additional insured” and the “certificate holder”. Certificates must be mailed to **Community & Environment Bureau, 221 Palafox Place, Suite 210A, Pensacola, Florida 32502**. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County’s sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization’s negligent performance of the Agreement. The Organization’s obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. Smoking

is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. **ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:

Board of County Commissioners
Escambia County, Florida

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Kevin W. White, Chairman
This document approved as to form and legal sufficiency.

By: Justin Kuef

Title: HCA

Date: 1/10/11

ORGANIZATION:

**Ebonwood Homeowners and Neighborhood
Watch Community, Inc.**
3415 West Yonge Street
Pensacola, FL 32505

Witness: Charles E. Boyd
Print Name: CHARLES E. BOYD

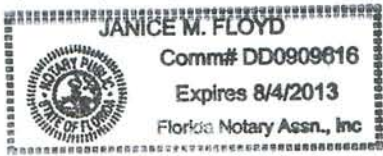
Witness: Matthew D. Little
Print Name: MATTHEW D. LITTLE

By: Willie M. Randon
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of January, 2011 Willie Randon, as President of Ebonwood Homeowners & Neighborhood Watch Community, Inc.
He/She is personally known to me, or produced identification. Type of identification produced FLDL.

(Notary Seal)



Signature of Notary Public
Janice M. Floyd
Printed Name of Notary Public
Janice M. Floyd



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 5.

County Administrator's Report

Date: 02/03/2011
Issue: Appointments To The Escambia County Mass Transit Advisory Committee
From: Larry M. Newsom, Interim Assistant County Adm
Organization: Transportation & Traffic
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the Escambia County Mass Transit Advisory Committee - Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning the District 2 and District 3 appointments to the Escambia County Mass Transit Advisory Committee (MTAC):

- A. Confirm the appointment of Jesse Casey as the District 2 representative to the Escambia County Mass Transit Advisory Committee, with the term of the appointment to be effective February 4, 2011, and to run concurrent with the term of Commissioner Gene M. Valentino (November 2014);
- B. Confirm the appointment of Bonita Player, PE, as the District 3 representative to the Escambia County Mass Transit Advisory Committee, with the term of the appointment to be effective February 4, 2011, and to run concurrent with the term of Commissioner Marie Young (2012); and
- C. Request the County Administrator's Office to provide letters of appreciation to Sherri Myers, District 2 appointee, and Edward McCorvey, District 3 appointee, for their service.

BACKGROUND:

On January 12, 2011, Sherri Myers resigned her appointment at the MTAC meeting due to her winning the election to serve on the Pensacola City Council. In November 2010, Edward McCorvey resigned his appointment due to accepting employment that would relocate him overseas. Both Jesse Casey and Bonita Player, PE, have submitted their resumes expressing interest in the appointments.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that all established Committee appointments have Board approval.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, these appointments shall become effective.

Attachments

District 2 and 3 Appointees to MTAC

Jesse Casey

6300 Hogan Road

Pensacola, Fl. 32526

Phone # 850-944-4444

Brief Resume / Work Experience History

I have over forty years of, on hands construction experience. I started out at the tender age of thirteen, working after school with my father .By the time I reached eighteen, I was a carpenter foreman for H.R. Doty construction Company at NAS Pensacola Florida. I was a Project manager on several large projects such as, Creekside Apartments, here in Pensacola, Florida to some pre-fabed apartments in Meridian Ms. to, the country club at, Desert Horizon Country Club in Palm Desert Ca. From there I was flown to, L.A.Ca., and was interviewed for a position at Marble Hill Nuclear Power Plant in New Washington In., where I worked as a civil structural estimator/consultant to Public Service of In., for four years. I then returned to Pensacola and began working as a project manager for National Assistance Bureau out of Nashville Tenn. and was made an officer of that company, and I also became Vice President for Major Contracting out of Nashville Tenn. I traveled all over Georgia, Tenn., Alabama, and Florida, constructing Health Care facilities, Nursing Homes and Kidney Dialysis centers. I held Contractor licenses for all four of the before mentioned states. Now I am a licensed, Certified General Contractor for the state Of Florida and a Masonry contractor for Escambia and Santa Rosa County, Florida. I was born on Jan.25th 1953.

ENGINEERING & PLANNING RESOURCES, P.C.

Bonita Player, PE

Principal

Experience:	16 Years
Education:	BS. Civil Engineering, University of Florida, 1994
Registration:	Professional Engineer FL, AL, and VA
Professional Affiliations:	Institute of Transportation Engineers, American Society of Civil Engineers, & Illumination Engineering Society

Experience

Ms. Player has over 16 years of experience in Civil/Transportation Engineering. Ms. Player has developed multi-discipline civil engineering experience in the areas of Traffic Engineering and Transportation Planning.

Ms. Player's experience in the Traffic Design includes complete responsibility for design and development of lighting plans, maintenance of traffic plan, signing and pavement marking plans, DMS design, and signalization production and design. Lighting design experience includes photometric analysis, plans production, special details and report production.

Ms. Player's Transportation Planning experience encompasses traffic impact studies, certain aspects of site design, construction cost estimating and PD&E studies. She has prepared and written several traffic impact studies for private developers involving state roadways. She has monitored and maintained Escambia County's Traffic Concurrency program and manage traffic study projects for Escambia County. She has assisted in the preparation of traffic impact studies, sign inventory studies, PD&E alternative studies and utility relocation plans. She has also evaluated a number of Master Plan and Re-Zoning documents for traffic concurrency acceptance. She has assisted in the preparation of traffic impact studies, sign inventory studies, PD&E alternative studies and utility relocation plans.

As a past member of the Florida-Alabama TPO Transportation Coordination Committee Member and several sub-committees, Ms. Player has been extensively involved in the review and acceptance several TPO documents. The review of the documents included Long Rang Transportation Plan, Cost Feasible Plan, Regional Transportation Plan and etc.

Ms. Player has had complete responsibility for the establishment of public involvement plans, which included determining avenues for notification, developing notification materials, preparing sites for meetings, organizing and scheduling speakers, and meeting with involved

local groups and preparing a final document detailing public involvement activities. Ms. Player was responsible for development and production of public involvement and notification materials, preparing construction cost estimates, compiling corridor study research, and report preparation.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 1.

County Administrator's Report

Date: 02/03/2011
Issue: Ratification of Purchase Order No. 110411 Issued to Gentry & Associates, LLC
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratification of Purchase Order No. 110411 Issued to Gentry & Associates, LLC - Charles R. "Randy" Oliver, CPA PE

That the Board ratify Purchase Order No. 110411 issued to Gentry & Associates, LLC, for Fiscal Year 2010/2011, in the amount of \$60,000, based upon the previously-awarded Contract PD 08-09.023. [Funding: Fund 001, General Fund, Cost Center 110201, Object Code 53101.]

BACKGROUND:

The Board awarded Contract PD 08-09.23 to Gentry & Associates LLC to provide lobbying services to Escambia County. Purchase Order No. 110411 was issued to Gentry & Associates, LLC to cover these services for FY 2010/2011 and was inadvertently omitted from the list of Purchase Orders over \$50,000 previously submitted to the Board for approval.

BUDGETARY IMPACT:

Fund 001 General, Cost Center 110201, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

This recommendation has been coordinated with the staff of the Purchasing Division and Clerk's Finance Division.

Attachments

Gentry PO

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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C
E** [CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841]

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R** [071229
 GENTRY & ASSOCIATES LLC
 2305 BRAEBURN CIRCLE
 TALLAHASSEE FL 32309]

**S
H
I
P** [BOARD OF COUNTY COMMISSIONERS
 221 PALAFOX PLACE, SUITE 420
 PENSACOLA, FLORIDA 32502]

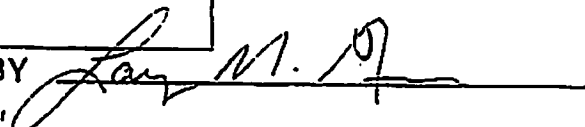
**T
O** [ATTN: ANGELA CRAWLEY]

ORDER DATE: 10/12/10 BUYER: JOSEPH PILLITARY REG. NO.: 11000478 REG. DATE: 10/12/10

TERMS: NET 30 DAYS F.O.B.: DESC.:

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			LOBBYING SERVICES FOR ESCAMBIA COUNTY, FLORIDA (PENSACOLA, FLORIDA)		
			LOBBYING SERVICES FOR ESCAMBIA COUNTY, FLORIDA (PENSACOLA, FLORIDA) FOR THE PERIOD OF OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011 PER CONTRACT PD 08-09.023 APPROVED BY THE BOARD OF NOVEMBER 5, 2009.		
01	1.00	1	LOBBYING SERVICES FOR ESCAMBIA COUNTY, FLORIDA FOR THE PERIOD OF OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011 PER CONTRACT PD 08-09.023 APPROVED BY THE BOARD ON NOVEMBER 5, 2009.	60000.0000	60,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	60,000.00
01	110201 53101	60,000.00		TOTAL \$	60,000.00

APPROVED BY 
 Original Purchase Order



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 2.

County Administrator's Report

Date: 02/03/2011
Issue: Letter of Agreement with AHCA for Health Care Services
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Letter of Agreement Between Escambia County and the State Agency for Health Care Administration (AHCA) for Health Care Services - Amy Lovoy Management & Budget Services Bureau Chief

That the Board take the following action concerning the Letter of Agreement for Health Care Services:

- A. Approve the Letter of Agreement between Escambia County and the State of Florida through its Agency for Health Care Administration (AHCA) for Health Care Services, in the amount of \$65,824; and
- B. Approve any required Purchase Order.

[Funding: Fund 103, Economic Development Fund, Cost Center 360704, Economic Development]

BACKGROUND:

This Agreement will allow the County to contribute a total of \$65,824 to the State from the existing allocation to the Escambia Community Clinics as a grant match. Escambia Community Clinics will then receive a total of \$294,000 from the AHCA. These funds will be used by the Clinics to hire 8 positions who will be used at area hospitals to navigate clients to the appropriate health care resource.

BUDGETARY IMPACT:

Funds are available in the existing allocation to the Escambia Community Clinics. No further funds are needed.

LEGAL CONSIDERATIONS/SIGN-OFF:

This contract has been reviewed by the County Attorney's Office

PERSONNEL:

No change in County personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

AHCA LIP Agreement

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2011, by and between Escambia (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2010-2011, passed by the 2010 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$65,824.
 - a) The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
 - b) The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. Medicaid, Low Income Pool payments for the expansion of primary care services to low income, uninsured individuals by:
 - 1) Reducing potentially avoidable emergency room visits by developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency care services and provide care coordination and referral to primary care providers.
 - 2) Reducing potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided.
 - 3) Expansion of primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.
 - 4) Expansion of Primary care through expanded service hours (e.g., evening or weekend hours).
 - 5) Initiatives to increase self-management and adherence to treatment plans and self-management goals through the availability of disease management services for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and high cholesterol.
 - ii. Projects will be required to report qualitative and quantitative data relating to the various initiatives. Initiatives can include any or all of the following services. Some examples:
 - Hospital Emergency Room (ER) and In Patient (IP) diversion initiatives:
 - Number of people diverted from a hospital emergency room to a clinic prior to receiving services at the emergency room;
 - Number of people referred from a hospital emergency room for follow-up care after being treated in the ER;
 - Number of people referred from a hospital emergency room to a primary care provider;

- Number and percent of ER admissions without a subsequent admission with a follow-up appointment with a provider within 14 days of the ER event date;
 - Number of hospital inpatients referred for follow-up care or referred to a primary care provider upon discharge from the hospital;
 - Clinic services expansion initiatives:
 - Number of additional persons by payer source (uninsured, Medicaid etc.) seen and visits as a result of the LIP grant;
 - Additional hours of operation funded by the LIP grant;
 - Determination of what treatment choice a person would have made if the LIP-funded clinic or service was not available – for example, would the patient have accessed an emergency room, accessed another primary care clinic, or foregone care.
 - Summary of services rendered
 - Disease management initiatives:
 - Number of people participating (enrolled and engaged) persons by payer source (uninsured, Medicaid, etc.) in each DM program funded by the LIP project;
 - Data showing the relative adherence of DM program participants with established clinical practice guidelines (e.g., HbA1c testing, LDL-C screening, etc) and self-management activities (e.g., daily weights of CHF)
 - Information showing the impact on hospital inpatient and outpatient utilization by DM program participants
 - Ensure that DM program activities do not duplicate existing Medicaid DM program services for Medicaid recipients.
2. The County will pay the State an amount not to exceed the grand total amount of \$65,824. The County will transfer payments to the State in the following manner:
 - a) The first payment of \$32,912 for the months of July, through December is due upon notification by the Agency.
 - b) Each successive payment of \$16,456 is due as follows, March 31, 2011 and June 15, 2011.
 - c) The State will bill the County when each quarter payments are due.
 3. The full enhanced FMAP is in effect for the first six months of SFY 2010-11. Any payments made by the Agency on or after January 1, 2011, will be eligible for the step-down enhanced FMAP. Therefore, the County will be responsible for funding the State share required as a result of the reduced FMAP. If funding is not adequate due to the FMAP change, the State will reduce the rate to the level of funded by the County.
 4. Timelines: This agreement must be signed and submitted to the Agency no later than March 1, 2011, to be effective for SFY 2011. Award agreements not executed by the March 1, 2011 deadline will be re-awarded to another applicant.
 5. The anticipated annual distribution for Escambia Community Clinics for State Fiscal Year 2010-2011 is \$294,000.
 6. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the

County shall have access to these records and the supporting documentation by requesting the same from the State.

7. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
8. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
9. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
10. This Letter of Agreement covers the period of July 1, 2010 through June 30, 2011.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

STATE OF FLORIDA

Phil E. Williams
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(Seal)

BCC Approved: _____
This document approved as to form and legal sufficiency.
By: [Signature]
Title: ACF
Date: 7/14/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 3.

County Administrator's Report

Date: 02/03/2011
Issue: SBA#093 - Sheriff Vehicle Sale Revenue
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #093 - Sheriff Vehicle Sale Revenue - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #093, Local Option Sales Tax (LOST) III, Fund (352) in the amount of \$145,430, to recognize proceeds from the sale of surplus law enforcement vehicles, and to appropriate these funds back to the Sheriff's LOST budget allocation for Fiscal Year 2010/2011 for vehicle replacement.

BACKGROUND:

The Sheriff's Office has surplused some of its older law enforcement fleet, the revenues generated due to auctioning these vehicles must be recognized and appropriated accordingly. These funds will be placed in the Sheriff's vehicle replacement LOST III allocation, Project #08SH0018 for Fiscal Year 2010/11.

BUDGETARY IMPACT:

This amendment will increase LOST III Fund 352 by \$145,430.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sheriff Vehicle Sale Revenue

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Sheriff has sold older vehicles in auction generating additional LOST funds and these revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

LOST III Fund Name	352 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Sale Of Equipment	352	364002	\$145,430
Total			\$145,430

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	352/540115	56401/08SH0018	\$145,430
Total			\$145,430

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
093



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 4.

County Administrator's Report

Date: 02/03/2011
Issue: Supplemental Budget Amendment #096 - Sheriff Donation for K-9 Unit
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #096 - Amy Lovoy,
Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #096, General Fund (001) in the amount of \$7,000, to recognize a private donation from the Edward Spencer Revocable Trust, and to appropriate these funds for a new K-9 Unit at the Escambia Sheriff's Office.

BACKGROUND:

The Sheriff's Office has received a private donation for the purchase of a new K-9 Unit. These funds will increase the FY10/11 Sheriff's Budget and must be approved by the Board.

BUDGETARY IMPACT:

This amendment will increase the Sheriff's Budget allocation in Fund 001 by \$7,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sheriff Donation K-9 Unit

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Sheriff has received a donation from a private source for the purchase of a new K-9 unit and these revenues must be recognized and appropriated into the FY10/11 Sheriff's Budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Donations - Sheriff	1	366222	\$7,000
Total			\$7,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Capital Outlay	001/540101	59704	\$7,000
Total			\$7,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#096



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 5.

County Administrator's Report

Date: 02/03/2011
Issue: Supplemental Budget Amendment #097 - Ex-Oriskany PCB Artificial Reef Monitoring Grant
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #097- Ex-Oriskany PCB Artificial Reef Monitoring Grant - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #097, Other Grants and Projects Fund (110) in the amount of \$53,000, to recognize proceeds from the State of Florida Fish and Wildlife Conservation Commission, and to appropriate these funds to be used for reef monitoring.

BACKGROUND:

Escambia County Marine Resources Division has been awarded \$53,000 from Florida Fish and Wildlife Conservation Commission (FWC) for the monitoring of background PCB levels in fish tissue near the Oriskany reef site in the Gulf of Mexico as required by US Environmental Protection Agency.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$53,000. No matching funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ex-Oriskany PCB Monitoring Grant SBA# 097

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

**Resolution Number
R2011-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a grant from the Florida Fish and Wildlife Conservation Commission (FWC) for Ex-Oriskany PCB Artificial Reef Monitoring, and these revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Other Grants and Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Oriskany PCB Monitoring	110	334326	\$53,000
Total			\$53,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	110/220338	53101	\$53,000
Total			\$53,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#097



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 6.

County Administrator's Report

Date: 02/03/2011
Issue: Supplemental Budget Amendment #101 - 2008 FTA Grant
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #101 - 2008 FTA Grant - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #101, FTA Capital Projects Fund (320) in the amount of \$93,377, to recognize proceeds from the Federal Transit Administration (FTA), and to appropriate these funds to be used for various mass transit capital projects associated with the Escambia County Area Transit System (ECAT).

BACKGROUND:

Escambia County Area Transit System (ECAT) was awarded additional funds for the 2008 Federal Transit Grant (Project FL 90-X666), and this portion of funds were not budgeted in FY 2010/11.

BUDGETARY IMPACT:

This amendment will increase Fund 320 by \$93,377.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2008 FTA Grant - SBA# 101

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

**Resolution Number
R2011-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Fiscal Year 2008 Federal Transit Administration Grant (Project FL90-X666) will provide funding for Mass Transit Capital Projects in the amount of \$93,377.00 and these revenues need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

FTA Capital Project Fund Fund Name	320 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FTA Capital Project FL90-X666	320	331450	\$93,377
Total			\$93,377

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements other than Buildings	320/270311	56301	\$93,377
Total			\$93,377

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#101



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 7.

County Administrator's Report

Date: 02/03/2011
Issue: 2010 Community Development Block Grant Program Fire Protection Improvements Project
From: Keith Wilkins, REP
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2010 Community Development Block Grant Program Fire Protection Improvements Project - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board take the following action regarding the 2010 Community Development Block Grant (CDBG) Fire Protection Improvements Project:

- A. Approve the Interlocal Agreement with the Emerald Coast Utilities Authority (ECUA), in the amount of \$175,000, providing for the completion of the Fire Protection Improvements Project (2010), including installation of fire hydrants and associated water main upgrades, primarily within Census Tracts 28 and 29; and
- B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

[Funding: Fund 129/2010 CDBG, Cost Center: 220435]

BACKGROUND:

Annually, during the CDBG Program planning cycle, the Board approves allocation of a portion of CDBG Program funding to support the enhancement of fire protection within lower income, underdeveloped areas of the County. The targeted area for the 2010 grant encompasses lower income neighborhoods which are served by ECUA. As denoted in Exhibit I, the 2010 CDBG Program project activities, as included in the Housing and Community Development Annual Plan, were approved by the Board on July 8, 2010, including an allocation of \$175,000 for Fire Protection Improvements in eligible portions of various CDBG eligible Census Tracts (2010 Project primarily involves work in Census Tracts 28 and 29), though other work may be added to the Agreement by mutual consent. CDBG funds provide for equipment, materials and installation

associated with construction of improvements, while ECUA provides engineering, design and construction management inspection services. The project supports plans and activities of the County with respect to enhanced fire protection.

The basic project entails planned installation of approximately 8 fire hydrants and installing or upgrading existing water supply mains generally in areas denoted as follows (detailed location maps are included in the Agreement):

- Along a portion of Beech Street, extending West from 49th (to include water main upgrades and one fire hydrant)
- Along a portion of Willow Street (to include water main upgrades and one fire hydrant)
- Along a portion of Elm Street (to include water main upgrades and one fire hydrant)
- Along Colonade Circle, extending West from 65th Avenue (to include water main upgrades and two fire hydrants)
- Along 65th Avenue, extending South from Fairfield Drive (to include water main upgrades and one fire hydrant)
- Along Birkhead Drive, extending East from 65th Avenue (to include water main upgrades and one fire hydrant)
- Along Flaxman Street, extending East from 65th Avenue (to include water main upgrades and one fire hydrant)

BUDGETARY IMPACT:

Funds for this project are budgeted in Fund 129/2010 CBDG, Cost Center 220435.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement with ECUA as included in Exhibit II has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

The project will be accomplished by contract with ECUA. ECUA will provide all project level engineering and technical coordination, while Neighborhood Enterprise Foundation, Inc. (NEFI) will manage CDBG/grant related matters. There will be no impact on County personnel or requirement for alteration of existing positions.

POLICY/REQUIREMENT FOR BOARD ACTION:

An Agreement between the ECUA and County effectuating the planned improvements and procedures for payment with CDBG funds is required in order to proceed with the project.

IMPLEMENTATION/COORDINATION:

This is the continuation of a multi-year project, and based upon the ECUA project schedule, all contract related improvements should be completed and operational within 12 months of the date of this Agreement. The ECUA Board will also approve the Agreement during their regular meeting in February or early March 2011. Contract administration will be managed by NEFI in coordination with the ECUA Engineering Division.

Attachments

Exhibit I-BCC Approval

Exhibit II - CDBG Agreement with ECUA

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-39. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
- A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
 - B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.
24. See Page 37.
25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):
- A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of February, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as "County" and the **EMERALD COAST UTILITIES AUTHORITY**, a local government body, corporate and politic, hereinafter referred to as "ECUA".

WITNESSETH:

WHEREAS, the County is interested in pursuing community improvements, neighborhood revitalization, and increasing fire protection for local residents and;

WHEREAS, the ECUA is the sole provider for the installation of fire hydrants within the CDBG Target Area including, but not limited to, portions of Census Tracts 28 and 29, and;

WHEREAS, the County received a Community Development Block Grant #B-10-UC-12-0012, through the U. S. Department of Housing and Urban Development, and;

WHEREAS, a portion of said grants funds have been prioritized for the express purpose of providing funds for water main upgrades and installation of said fire hydrants to be located within the designated CDBG Target Areas, and;

WHEREAS, the ECUA is a local governmental body, corporate and politic;

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

SECTION I: CONTRACT ADMINISTRATION

ECUA agrees to perform required tasks as stipulated in this Agreement under the general administration and coordination of the County's Agent, Neighborhood Enterprise Foundation, Inc., hereinafter referred to as "NEFI," located at 3420 Barrancas Avenue (Mailing Address: P. O. Box 18178, Pensacola, Florida 32523), Phone: (850) 458-0466, Fax: (850) 458-0464 and E-Mail: Randy_Wilkerson@co.escambia.fl.us

SECTION II: FUNDING

The funds to be made available to the ECUA for the **2010 Fire Protection Project** by the County in an amount not to exceed **\$175,000** are solely available from the 2010 Community Development Block Grant #B-10-UC-12-0012 as provided by the U. S. Department of Housing and Urban Development, hereinafter referred to as the "Grant". That portion of the Grant expressly dealing with the Fire Protection Improvements is hereby incorporated into this Agreement by reference.

SECTION III: METHOD OF PAYMENT

1. From the proceeds of the Grant, the County agrees to provide the ECUA a maximum of **\$175,000** as compensation for the complete installation of as many of the proposed hydrant and water main improvements identified in Attachment A hereto as such funds will permit. Compensation to ECUA shall include actual costs incurred in construction of the improvements and project related surveying; ECUA shall at its expense, provide other necessary engineering and administrative services.

2. The County will make payments to ECUA in the following manner:

Payment #1: Initial project disbursement will be made within (30) days of the agreement date and will be in an amount equal to 50% of the amount stipulated in Section III (1) above.

Payment #2: The second project disbursement will be made within thirty (30) days after the initiation of the installation of the hydrants and main upgrades cited in Attachment A, and will equal 40% of the amount stipulated in Section III (1) above.

Payment #3: The final project payment totaling the remaining 10% of the amount stipulated in Section III(1) above will be paid to the Authority after total completion of the project construction including final inspection and verification of proper operation of the hydrants and water mains.

3. The County shall make such payments to the ECUA no later than fifteen (15) days after the signed payment voucher and invoice, as approved by the County's agent, are received in the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

SECTION IV: SCOPE OF WORK

1. The ECUA will provide the County with an installation schedule for the work described in Attachment A as based upon ECUA's existing workload at the time of commission of the work by the County.

2. The ECUA will diligently strive to complete all required work within the minimal time required, however, in no instance shall the work take longer than one hundred eighty (180) days from the date of initial payment by the County.

3. The ECUA shall ensure that all work is performed and that each and every item of labor, together with all materials, tools, supplies, equipment, machinery, and means of transportation necessary to fully complete the work as described in this Agreement is furnished. Work is to be completed to the satisfaction of the County and its designated agent who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this agreement.

4. In the event that ECUA elects to subcontract work required hereunder, the County's agent shall participate in all aspects of the related bid and subcontracting process to ensure full compliance with all applicable Federal, State, and local rules, regulations, and procedures, including, but not limited to, requirements of the Davis-Bacon Act as amended and all costs related thereto. Further, ECUA shall continually assure full compliance with such requirements throughout the duration of this project.

5. Following installation, the ECUA shall maintain, operate, and protect said improvements in accordance with procedures utilized for other components of the water distribution system, and shall endeavor to provide optimal operation of the equipment for the public good.

6. The ECUA agrees to fully document completion of stipulated work in writing by furnishing copies of the ECUA's work orders, as built drawings, and other such documentation as required to clearly evidence the installation of the equipment in accordance with the intent of this Agreement. Such documentation shall be submitted to: NEFI, P. O. Box 18178, Pensacola, Florida 32523.

SECTION V: TERM OF AGREEMENT

1. This Agreement shall commence on the 3rd day of February, **2011**, and terminate within twelve (12) months from said date, unless extended by mutually written approval of both parties to this Agreement, or terminated earlier as provided for in Sections V(2) or V(3).

2. If the ECUA should fail to perform its duties as defined herein, the County may terminate this Agreement with a written ten (10) day notification, and any funds previously disbursed to the ECUA and not expended for the installation of fire hydrants and water mains in accordance with this Agreement will become instantly due and payable to the County.

3. As this Agreement is expressly contingent upon the availability of Federal Community Development Block Grant (CDBG) funds, should such funds cease to be available to the County for any reason, the County reserves the right to terminate this Agreement with ten (10) days written notice, and subject to availability of CDBG funds, pay ECUA for finished work with no legal or financial obligation for remaining project-related work.

SECTION VI: RECORDS

1. The ECUA agrees to maintain records specifically related to this project in such manner as to assure proper accountability of all CDBG funds, and will require the same of any subcontract parties.

2. These specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following termination of this Agreement, unless said records and accounts are the subject of audit or litigation in which case said records shall be maintained indefinitely pending resolution of such actions. Access to such records will be provided to the County, the Federal Department of Housing and Urban Development, and/or other duly authorized parties upon request.

SECTION VII: GENERAL PROVISIONS

1. ECUA accepts the terms of this Agreement and the Grant, specifically Federal Regulations cited at 24 CFR Part 570, and Regulations cited in Attachment B of this Agreement. Further, the ECUA agrees to incorporate these rules and regulations into any and all subcontracts which directly result from this project.

2. All parties agree to provide Equal Employment Opportunity to all individuals regardless of race, color, familial status, handicap, sex, disability, religion, or national origin. Further, the ECUA agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

3. The County agrees that all hydrant and main improvements resulting from work by the ECUA under this agreement shall become the property of the ECUA after complete and satisfactory installation of said improvements by the ECUA.

4. All parties agree to abide by the HUD Section 3 Clause included in Attachment B.

5. All parties agree to abide by the Equal Opportunity Clause for Agreement subject to Executive Order #11246.

6. The ECUA shall continually ensure that all parties completing work under the provisions of this Agreement are fully ensured for workmen's compensation and general liability, and shall maintain adequate levels of insurance to assure the protection of the ECUA, and the County, and NEFI.

7. The ECUA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. The ECUA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The ECUA agrees to post in a conspicuous place notices provided by the County setting forth the provision of this Equal Opportunity clause.

8. The County's agent, NEFI, and ECUA shall ensure that during the implementation of the project, all applicable Federal, State, and Local rules, policies, and regulations are fully adhered to in accordance with provisions delineated in Attachment B of this Agreement.

SECTION VIII: PROCUREMENT REQUIREMENTS

The ECUA shall be required to adhere to generally accepted procurement standards in the purchase of materials, supplies, equipment, and/or contractual services associated with this project. All such procurements shall afford the maximum level of open competition among qualified bidders.

SECTION IX: NEPOTISM

The ECUA agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement which statute is hereby referred to and incorporated by reference herein.

SECTION X: UNDERSTANDING OF TERMS

1. **Attachments A-B** included herein are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement.

2. This Agreement represents the entire and integrated agreement between the County and the ECUA and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ECUA and County or in accordance with provisions contained in the Agreement document.

3. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to the agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

4. It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as of the Agreement did not contain the particular part, term, or provision held to be invalid.

5. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready for reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

6. All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the respective addresses given below.

7. If any date herein set forth for the performance of any obligations, or for the delivery of any instrument, or for the giving to any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

8. This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

9. Each individual executing this Agreement on behalf of the corporate entity or governmental entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1591
Pensacola, Florida 32597

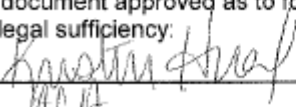
ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BY: _____
Deputy Clerk

By: _____
Kevin W. White, Chairman

Approved: February 3, 2011

This document approved as to form
and legal sufficiency:

By: 

Title: MCJ

Date: 1/5/11

EMERALD COAST UTILITIES AUTHORITY
9255 Sturdevant Street
Pensacola, Florida 32514

WITNESS:

Print Name: _____

Print Name: _____

By: _____
Name: **Stephen E. Sorrell**

Title: **Executive Director**

ATTACHMENT A

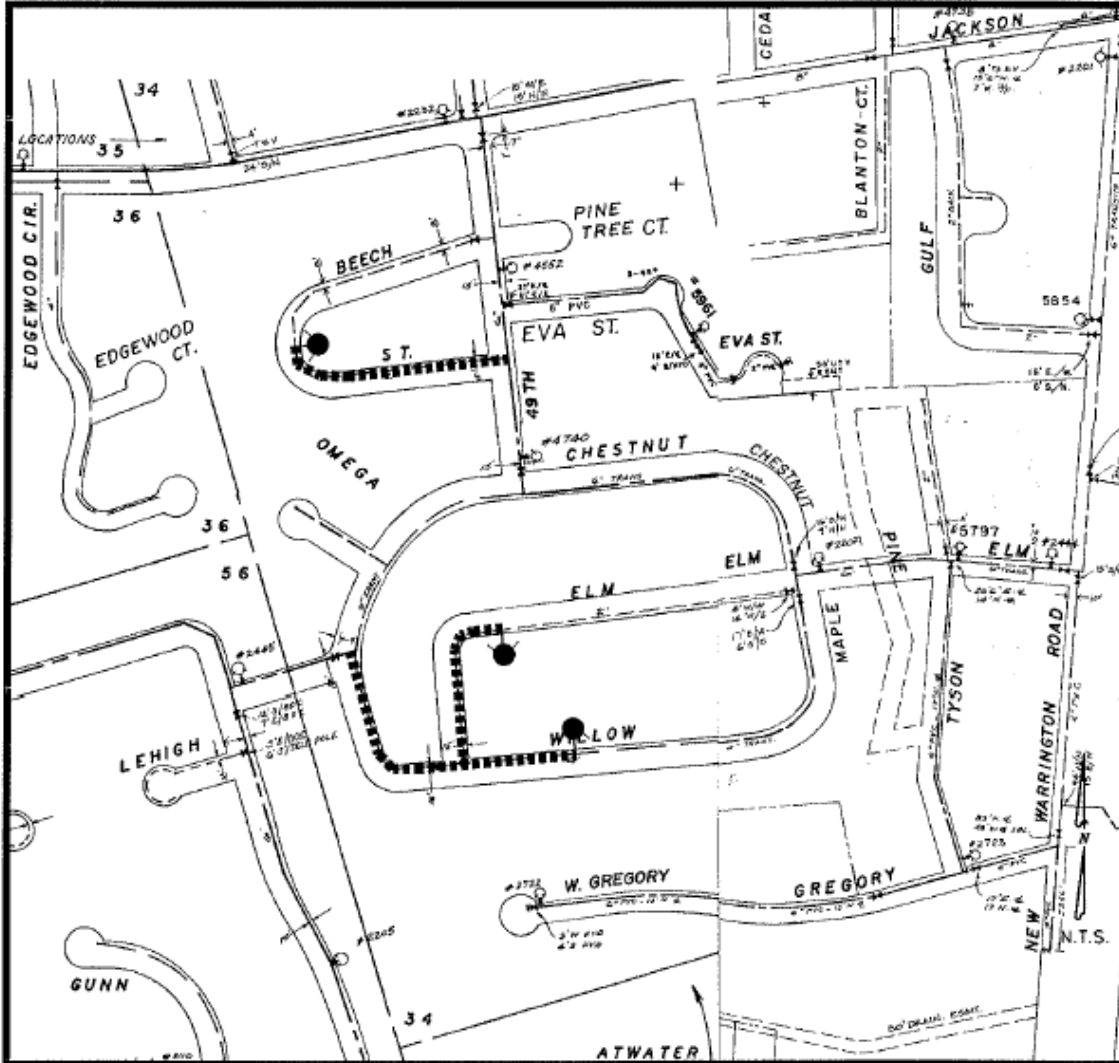
LOCATION OF FIRE HYDRANT AND WATER MAIN IMPROVEMENTS

=====
The attached maps include the minimum locations to be addressed through this agreement. Escambia County and ECUA reserve the right to increase the locations for improvements in CDBG eligible areas of the County.
=====



ESCAMBIA COUNTY C.D.B.G. FIRE HYDRANT PROGRAM
IMPROVEMENT FOR
2010 PROGRAM YEAR

BEECH ST., WILLOW ST. and ELM ST.

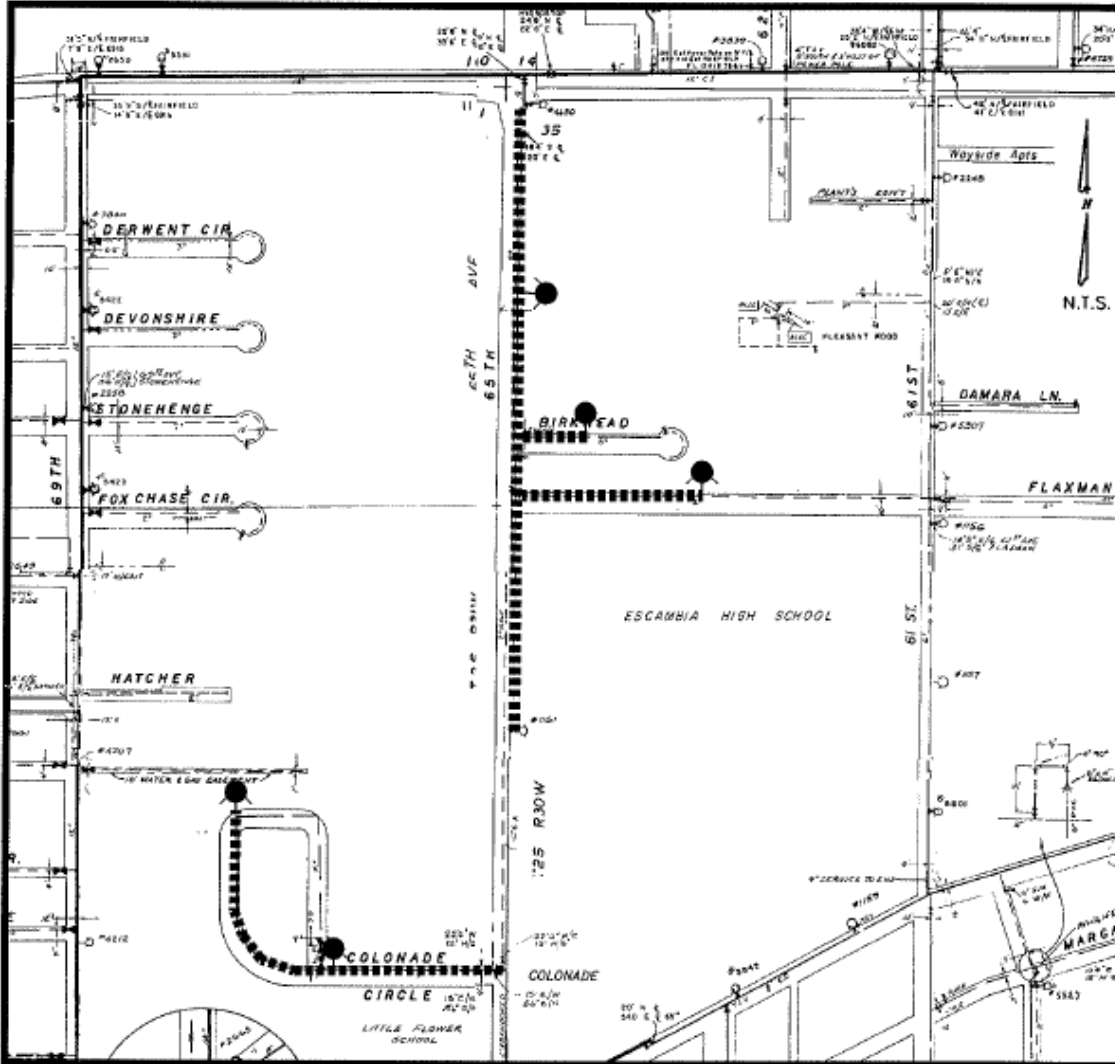


LEGEND

- : PROPOSED 6" WATER MAIN.
- : PROPOSED FIRE HYDRANT.



ESCAMBA COUNTY C.D.B.G. FIRE HYDRANT PROGRAM
IMPROVEMENT FOR
2010 PROGRAM YEAR
65TH AVENUE, BIRKHEAD DRIVE
FLAXMAN STREET and COLONADE CIRCLE.



LEGEND

- : PROPOSED 6" WATER MAIN.
- : PROPOSED FIRE HYDRANT.

ATTACHMENT B
CONTRACT RELATED RULES AND REGULATIONS

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable

Standard Provisions (Continued)

17. Labor Standards Provisions to the extent required by Section 10 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization
19. Affirmative Action in Employment and Employment Matters
The ECUA has an approved Affirmative Action Plan and maintains such Plan in ECUA's official records. The Plan is available for inspection or review at the Administrative Offices of the ECUA.
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

**SUPPLEMENTAL
INFORMATION REGARDING THE FEDERAL LAWS OR REGULATIONS IS INCLUDED IN
THE AGREEMENT ON THE FOLLOWING PAGES AND EACH PROVISION IS
AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE
RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE
EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.**

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

EMERALD COAST UTILITIES AUTHORITY (ECUA) certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or

- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: EMERALD COAST UTILITIES AUTHORITY Date: 3/3/2011

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-10-UC-12-0021

EMERALD COAST UTILITIES AUTHORITY shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

FIVE (5)

SIGNED: _____
Certifying Officer
Stephen E. Sorrell
Emerald Coast Utilities Authority

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____

Certifying Official

Stephen E. Sorrell

Emerald Coast Utilities Authority

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____
Name: Stephen E. Sorrell
Title : Executive Director

2010 ECUA Fire Protection Project
Project Name
B-10-CDBG-UC-ECUA
Project Number

Firm/Agency: EMERALD COAST UTILITIES AUTHORITY
Street Address: 9255 Sturdevant Street
Pensacola, Florida 32514

FR 24.510 & 24 CFR, Part 24, Appendix A

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose:** **THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and their Subcontractors must conform with the following:

2. **Standard Contract Provisions (Full Text Attached)**

All applicable Federal provision are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Americans with Disabilities Act (ADA)
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Base Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. **Affirmative Action Plan**

ECUA maintains a duly adopted Affirmative Action Plan or Statement which is available for public inspection and review during normal business hours.

4. **HUD Section 3 Plan and Compliance Requirements**

The successful Bidder on construction of the project must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. **Access to Related Documents**

Contracting entity understands that acceptance of this contract assures that Escambia County, Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representative of such agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least six (6) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

- A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

- B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
(applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

- (1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

(1) Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this is section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation 19.9%

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida**.

(3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(1) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

d. "Minority" includes:

(I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(III) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and

(IV) American Indian or Alaskan Native (all persons having origins of any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$1 0,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (a) through (p). of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all

foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees

at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other g by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is no obligation to do so under 41 CFR 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 (a) through (p). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over\$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business and Opportunities

(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts \$2,500 or Over)

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) Stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures)

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based

paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for

audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of six (6) years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25/hour be paid (**unless the minimum wage required by the State of Florida is higher, whereupon the higher Florida minimum wage rate shall be required**)
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;

5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. **Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing**

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. **Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards**

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. **Preservation of Historically Significant Properties**

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors**

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS
SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT TO THE
SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR**

Title 18, U.S.C., section 874

(Replaces section 1 of the Act as of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec 276b)

pursuant to the Act as of June 25, 1948, 62 Stat. 86.2)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by other manner whatsoever induces any person employed in the construction , persecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 State 967, 40 U.S.C., Sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week, Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part" as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

29 CFR 3.1 - Purpose and scope.

Section Number: 3.1

Section Name: Purpose and scope.

This part prescribes ``anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

Section Number: 3.2

Section Name: Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages

Section Number: 3.3

Section Name: Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

Section Number: 3.4

Section Name: Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor. (Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Section Number: 3.5

Section Name: Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) No profit or subcontractor and representatives of its employees; (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either:

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of Secretary of Labor

Section Number: 3.6

Section Name: Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 8.

County Administrator's Report

Date: 02/03/2011
Issue: Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment
From: Keith Wilkins
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board take the following action concerning the Neighborhood Stabilization Program 3 (NSP3) Substantial Amendment to 2010 Escambia Consortium Annual Action Plan:

A. Approve and authorize submission of a Substantial Amendment to the 2010 Escambia Consortium Annual Action Plan to incorporate \$1,210,487, in Neighborhood Stabilization Program 3 (NSP3) funding to undertake activities targeting the acquisition, rehabilitation or redevelopment of foreclosed, vacant or abandoned properties in designated areas of Escambia County and the City of Pensacola, as provided by the U.S. Department of Housing and Urban Development (HUD) under the National Housing Economic Recovery Act of 2008 (HERA), as amended; and

B. Authorize the County Administrator to execute the 2010 Substantial Amendment and related NSP3 Program forms, certifications, and any related documents, as may be required to submit the Amendment to HUD and authorize the County Administrator or Chairman, as appropriate, to execute all documents required to receive the NSP3 funds and to implement the NSP3 Program.

[Funding: Fund/Cost Center to be assigned]

BACKGROUND:

The 2010 Escambia Consortium Annual Action Plan was approved by the Board on July 8, 2010 (see **Exhibit I** for Board action resume). The 2010 Annual Plan included specific listings of CDBG eligible projects planned for the upcoming year. Congress approved the National Housing and Economic Recovery Act of 2008 (HERA), which initially included a one-time \$3.9 billion allocation of CDBG-like funds to be used specifically targeting the acquisition, rehabilitation or redevelopment of foreclosed or abandoned properties in areas targeted in accordance with HERA requirements. HUD was designated to administer this new initiative, now known as Neighborhood Stabilization Program 1 (NSP1). Subsequently HUD developed a national funds distribution formula targeting each state and those local governments within each state that exceeded threshold requirements for a direct NSP allocation. The formula was generally based upon comparative data, at state and local government levels, of relative foreclosure rates, high cost loan rates, proclivity for subprime loans, and likelihood for increased foreclosure rates in the future. Escambia County's \$4,565,918 NSP1 allocation is 100% obligated, with all projects underway or complete.

On October 19, 2010 HUD released requirements for allocating a new round of NSP funds, now commonly known as NSP3. Escambia County is slated to receive \$1,210,487 in NSP3 funds. NSP3 largely tracks amended requirements of NSP1, with the exception that targeting requirements are substantially tighter. Generally the funds must be utilized for housing recovery initiatives meeting the combined requirements of HERA, the NSP Regulations, and CDBG Regulations (to the extent not superseded by HERA). More specifically, the funds were approved by Congress for targeted acquisition, rehabilitation or redevelopment of foreclosed, vacant or abandoned properties to enhance neighborhood stabilization. The complete, approved Substantial Amendment incorporating NSP3 is due to the HUD Jacksonville Office on or before March 1, 2011. This is inclusive of the HUD requirement that the draft NSP plan be completed (written) and made available for public review and comment for a minimum 15-day period prior to submission to HUD. Availability of the working draft NSP3 plan was concurrently noticed in the *Pensacola News Journal* on January 15, 2011, and made available on the County's website for review (see **Exhibit II** for the public notice and website location).

The NSP3 plan describes the specific housing activities to be undertaken in the local community, indicates approaches for meeting low income set-aside requirements in the HERA (25% of the funds must benefit persons with incomes under 50% of the area median income), provides the allocation of the overall budget by eligible activity, and stipulates the geographic areas targeted for NSP expenditures based on the HERA requirements. A maximum of 10% of the total grant can be used for administrative costs (including staff, operational support, indirect costs, and contractual or support services). The grant will be managed and implemented by Neighborhood Enterprise Foundation, Inc. (NEFI), with specialized support provided by the County Community Redevelopment Agency and the EscaRosa Coalition on the Homeless, as well as other agencies on an as needed basis. This program is very paperwork intensive with a myriad of crosscutting regulatory requirements due to the superimposition of HERA,

NSP and CDBG Regulations. **Exhibit III** contains the complete draft NSP3 plan and budget as provided for public review and comment. HUD anticipates award of the NSP3 funds no later than early April 2011.

BUDGETARY IMPACT:

NSP3 funds in the amount of \$1,210,487 will be awarded in early 2011. At that time the funds will be budgeted via supplemental. The Plan does not commit any County General Fund revenue.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable at this stage. Subsequent to award, a number of Agreements will be required to implement various NSP3 activities. Those documents will be reviewed by the County Attorney's Office at the appropriate time.

PERSONNEL:

County positions will not be impacted by the NSP3. Plans are to utilize various existing County and non-profit agencies to carry out the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Substantial Amendments to the Escambia Consortium Consolidated Plan and Annual Action Plans require formal approval by the Board.

IMPLEMENTATION/COORDINATION:

The Substantial Amendment process for NSP3, culminating in HUD award of NSP3 funds, will be managed by NEFI, in cooperation with the HUD Jacksonville Office and the County's Neighborhood Redevelopment Division. All public and HUD notification requirements, as well as project clearances, will be accomplished prior to initiating any of the amended activities. Housing interests have been involved in drafting the NSP3 plan to the extent possible given the short turnaround time afforded by HUD. The proposed NSP3 activities meet currently established NSP 3eligibility criteria based upon consultation with HUD staff, but this is subject to updates that continue to be released by HUD. Agencies and individuals involved in these projects have also been advised of this recommendation and meeting dates associated therewith.

Attachments

Exhibit I-2010 Annual Plan

Exhibit II-NSP3 ad

Exhibit III-NSP3 Draft Plan

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-39. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
- A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
 - B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.
24. See Page 37.
25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):
- A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

EXHIBIT II

SUBSTANTIAL AMENDMENT TO 2010 ESCAMBIA CONSORTIUM ANNUAL ACTION PLAN REGARDING THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP 3)

Escambia County is amending its *2008 Escambia Consortium Annual Action Plan* specifically to incorporate \$1,210,487 in Neighborhood Stabilization Program 3 (NSP 3) Grant funding to be provided by the U. S. Department of Housing and Urban Development as authorized by the Housing Economic Recovery Act of 2008 (HERA), as amended. The funds will be expended only to support activities within NSP 3 targeted areas as specifically authorized by HERA, generally including the following:

- (1) Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties
- (2) Redevelop blighted, demolished or vacant properties to provide housing for low income persons
- (3) Redevelop demolished or vacant properties through cost sharing partnerships to produce housing for low income persons with special needs, including the homeless

A complete copy of the Draft 2010 Annual Action Plan NSP 3 Amendment can be viewed on the Escambia County website at: <http://www.myescambia.com/Bureaus/CommunityServices/Nefi.html> Copies are also available for review at the following locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday: Neighborhood Enterprise Foundation, Inc., 3420 Barrancas Ave., Pensacola, FL and Pensacola Regional Library, Reference Desk/Second Floor, 200 West Gregory St., Pensacola, FL

Comments or questions concerning this amendment are invited through **4:00 p.m. (CST), January 31, 2011**. Interested parties may submit written comments to: Escambia Consortium, C/O Neighborhood Enterprise Foundation, Inc., P.O. Box 18178, Pensacola, Florida 32523. Questions should be directed to Randy Wilkerson at (850) 458-0466; TDD (850) 458-0464; or E-mail: Randy_Wilkerson@co.escambia.fl.us Escambia County adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to services, programs, and activities. Please call 458-0466 (TDD# 458-0464) at least 48 hours in advance of the event in order to allow time to provide requested services.

ESCAMBIA COUNTY, FLORIDA

NEIGHBORHOOD STABILIZATION PROGRAM (NSP) SUBSTANTIAL AMENDMENT AND ACTION PLAN

DRAFT

APPLICATION FOR
FEDERAL ASSISTANCE

OMB Approved No. 3076-0006

Version 7/03

1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED March 1, 2011	Applicant Identifier Escambia NSP 3 - 2011
<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Pre-application	3. DATE RECEIVED BY STATE March 1, 2011	State Application Identifier
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction		
5. APPLICANT INFORMATION			
Legal Name: Escambia County		Organizational Unit: Department: Community & Environment Bureau	
Organizational DUNS: 07579673		Division: Neighborhood Enterprise Foundation, Inc.	
Address: Street: Physical: 221 Palafox Place, Pensacola, FL 32502 (Mailing: P. O. Box 1591, Pensacola, FL 32597)		Name and telephone number of person to be contacted on matters involving this application (give area code)	
City: Pensacola		Prefix:	First Name: Walton
County: Escambia		Middle Name Randy	Last Name Wilkerson
State: Florida	Zip Code 32502	Suffix:	
Country: U.S.A.		Email: Randy_Wilkerson@co.escambia.fl.us	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 59-6000598		Phone Number (give area code) 850-458-0466	Fax Number (give area code) 850-458-0464
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)		7. TYPE OF APPLICANT: (See back of form for Application Types) B. County Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-218 TITLE (Name of Program): Neighborhood Stabilization Program 3 (NSP 3)		9. NAME OF FEDERAL AGENCY: U. S. Department of Housing and Urban Development	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Escambia County, Florida (including Pensacola)		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Escambia County Neighborhood Stabilization Program 3 (NSP 3)	
13. PROPOSED PROJECT Start Date: 5/1/2011		14. CONGRESSIONAL DISTRICTS OF: a. Applicant Florida District 01	
Ending Date: 12/31/2013		b. Project Florida District 01	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 1,210,487 ⁰⁰	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b. Applicant	\$. ⁰⁰	DATE:	
c. State	\$. ⁰⁰	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
d. Local	\$. ⁰⁰	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other Private	\$ 342,000 ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
f. Program Income	\$. ⁰⁰	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
g. TOTAL	\$ 1,552,487 ⁰⁰		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix	First Name Charles	Middle Name R. "Randy"	
Last Name Oliver			Suffix
b. Title County Administrator, Escambia County, Florida			c. Telephone Number (give area code) 850-595-4946
d. Signature of Authorized Representative			e. Date Signed

Previous Edition Usable
Authorized for Local Reproduction

Witnessed:

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

Print Name:

Print Name:

1. NSP3 Grantee Information

NSP3 Program Administrator Contact Information	
Name (Last, First)	Wilkerson, Randy
Email Address	Randy_Wilkerson@co.escambia.fl.us
Phone Number	850-458-0466
Mailing Address	P.O. Box 18178, Pensacola, Florida 32523

2. Areas of Greatest Need

Map Submission

The map generated at the HUD NSP3 Mapping Tool for Preparing Action Plan website is included as an attachment. [See Attachment 1 – Areas of Greatest Need Maps.](#)

Data Sources Used to Determine Areas of Greatest Need

Describe the data sources used to determine the areas of greatest need.

Response:

The areas of greatest need in Escambia County were created using the [NSP3 Mapping Tool](#), in combination with local experiences in management and implementation of the NSP1 Program.

Determination of Areas of Greatest Need and Applicable Tiers

Describe how the areas of greatest need were established and whether a tiered approach is being utilized to determine the distribution of funding.

Response:

The areas of greatest need in Escambia County were created using the [NSP3 Mapping Tool](#) and the accompanying data tables. Only areas with a minimum average score exceeding 17 (the State of Florida minimum score) were considered for inclusion as NSP3 neighborhoods/target areas. The scores were based upon target area boundaries created through the [HUD NSP3 Mapping Tool](#) and subsequently confirmed as eligible by the data set(s) generated through the HUD system. The specific area boundaries were further refined based upon knowledge gained by managing the local Escambia County NSP1 Program, in order to better focus our efforts in those locations with known or emerging foreclosure and/or abandonment issues. The Areas of Greatest Need depicted in **Attachment 1** are the result of this process. The criteria afford priority emphasis to the areas that: have the highest percentage of home foreclosures; have the highest percentage of homes financed by subprime mortgage related loans; and those areas that are anticipated to face a significant rise in the rate of home foreclosures. The areas detailed in Attachment 1 reflect the highest priority for utilization of the limited NSP3 funds. A tiered approach would be considered only in the later stages of NSP3 implementation, should it become evident that the allocation cannot be effectively utilized within the areas delineated in **Attachment 1**.

3. Definitions and Descriptions

Definitions

Term	Definition
Blighted Structure	In Escambia County, a " blighted structure " shall be defined as a structure (or property) that violates Escambia County's " Unsafe Building Abatement (Code Enforcement) Ordinance " or the City of Pensacola's " Code of Ordinances/ Title XIII Code Enforcement. " Blighted structures or properties

	generally include unsafe or dilapidated buildings which are vacant; and/or properties that create a nuisance as defined and enforced under the applicable Code(s).
Affordable Rents	The Maximum Affordable Rents shall conform to the Fair Market Rent (FMR) published annually by the U. S. Department of Housing and Urban Development for the Pensacola MSA. Escambia County will work with the City of Pensacola’s Housing Department to review and approve affordable rents on an annual basis for any NSP assisted activities that result in rental occupancy. Requirements shall minimally comply with HOME Program Standards.
Foreclosed	Per HUD definitions, a property will be considered foreclosed if the property is at least 60 days delinquent on its mortgage and the owner has been notified; or the property owner is 90 days or more delinquent on tax payments; or under state or local law, foreclosure proceedings have been initiated or completed; or foreclosure proceedings have been completed and title has been transferred to an intermediary aggregator or servicer that is not an NSP grantee, subrecipient, developer or end user.
Abandoned	Per HUD definitions, a property will be considered abandoned if no mortgage or tax payments have been made by the property owner for at least 90 days or a code enforcement inspection has determined that the property is not habitable and the owner has taken no corrective actions within 90 days of notification of the deficiencies.

Descriptions

Term	Definition
Long-Term Affordability	Properties redeveloped for rental or ownership housing shall minimally conform to the HOME Program Homeownership Assistance requirements at 24 CFR Part 92.254(A)(4), or the Rental Assistance requirements at 24 CFR Part 92.252(a)(e), as applicable to the individual housing development project.
Housing Rehabilitation Standards	<p>Escambia County and its partner agencies will rehabilitate housing units to comply with applicable provisions of the most current edition of the Florida Building Code. Construction compliance will be verified by Code Inspections performed by the responsible permitting agency(ies) in conjunction with an independent certification of completion by a Florida licensed home inspector or an in-house housing rehabilitation inspector.</p> <p><u>Additionally, per NSP requirements:</u></p> <ul style="list-style-type: none"> ○ <u>All gut rehabilitation or new construction</u> (i.e., general replacement of the interior of a building that may or may not include changes to structural elements such as flooring systems, columns or load bearing interior or exterior walls) of residential buildings up to three stories must be designed to meet the standard for Energy Star Qualified New Homes. ○ <u>Other rehabilitation</u> must meet these standards to the extent applicable to the rehabilitation work undertaken, e.g., replace older obsolete products and appliances (such as windows, doors, lighting, hot water heaters, furnaces, boilers, air conditioning units, refrigerators, clothes

	<p>washers and dishwashers) with Energy Star-46 labeled products.</p> <ul style="list-style-type: none"> ○ <u>Water efficient toilets, showers, and faucets</u>, such as those with the WaterSense label, must be installed. ○ Where relevant, the housing should be improved to <u>mitigate the impact of disasters</u> (e.g., hurricane). ○ Energy efficient and environmentally-friendly green elements <u>will be considered</u> as an element of NSP3 assisted rehabilitation or renovation projects.
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4. Low-Income Targeting

Low-Income Set-Aside Amount

Enter the low-income set-aside percentage in the first field. The field for total funds set aside will populate based on the percentage entered in the first field and the total NSP3 grant.

Identify the estimated amount of funds appropriated or otherwise made available under the NSP3 to be used to provide housing for individuals or families whose incomes do not exceed 50 percent of area median income.

Response:

Total low-income set-aside **percentage** (must be no less than 25 percent): **45%**
 Total funds set aside for low-income individuals = **\$550,000.00**

Meeting Low-Income Target

Provide a summary that describes the manner in which the low-income targeting goals will be met.

Response:

The NSP3 low-income set aside (for the benefit of persons/families below 50% of area median income) will be met through the joint efforts of Escambia County and the Area Housing Commission (local PHA), wherein up to five vacant duplex units will be renovated to provide permanent, code compliant housing for low-income persons/families, including homeless and/or special needs. This will be accomplished under NSP Eligible Use E.

5. Acquisition and Relocation

Demolition or Conversion of LMI Units

Does the grantee intend to demolish or convert any low- and moderate-income dwelling units (i.e., ≤ 80% of area median income)?	No
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If yes, fill in the table below.

Question	Number of Units
The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income—reasonably expected to be demolished or converted as a direct result of NSP-assisted activities.	N/A
The number of NSP affordable housing units made available to low-, moderate-, and middle-income households—i.e., ≤ 120% of area median income—reasonably	

expected to be produced by activity and income level as provided for in DRGR, by each NSP activity providing such housing (including a proposed time schedule for commencement and completion).	N/A
The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income.	N/A

6. Public Comment

Citizen Participation Plan

Briefly describe how the grantee followed its citizen participation plan regarding this proposed substantial amendment or abbreviated plan.
<p>Response:</p> <p>Per provisions of the NSP authorized abbreviated Citizens Participation Plan, a summary of the draft NSP3 Plan (Substantial Amendment) was published in the Pensacola News Journal on January 15, 2011, wherein the public was afforded a minimum 15-day review and comment period regarding the proposed utilization. Additionally, concurrent with the public notice, a complete copy of the draft Plan was placed on the County’s publicly accessible website for review and available at the downtown branch of the Pensacola public library. The link to the document was also provided in the public notice. Email solicitations were also disseminated to citizens, including local neighborhood organizations and non profit agencies.</p>

Summary of Public Comments Received.

The summary of public comments received is included as an attachment. [See Attachment 2 - Summary of Public Comments.](#)

7. NSP Information by Activity

Consult the [NSP3 Program Design Guidebook](#) for guidance on completing the “Performance Measures” component of the activity tables below.

Activity Number 1											
Activity Name	Escambia Activity 1 – Acquisition/Rehabilitation										
Uses	Select all that apply: <table border="1"> <tr> <td><input type="checkbox"/></td> <td>Eligible Use A: Financing Mechanisms</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Eligible Use B: Acquisition and Rehabilitation</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Eligible Use C: Land Banking</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Eligible Use D: Demolition</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Eligible Use E: Redevelopment</td> </tr> </table>	<input type="checkbox"/>	Eligible Use A: Financing Mechanisms	<input checked="" type="checkbox"/>	Eligible Use B: Acquisition and Rehabilitation	<input type="checkbox"/>	Eligible Use C: Land Banking	<input type="checkbox"/>	Eligible Use D: Demolition	<input type="checkbox"/>	Eligible Use E: Redevelopment
<input type="checkbox"/>	Eligible Use A: Financing Mechanisms										
<input checked="" type="checkbox"/>	Eligible Use B: Acquisition and Rehabilitation										
<input type="checkbox"/>	Eligible Use C: Land Banking										
<input type="checkbox"/>	Eligible Use D: Demolition										
<input type="checkbox"/>	Eligible Use E: Redevelopment										
CDBG Activity or Activities	24 CFR 570.201(a) Acquisition, (b) Disposition, (j) Relocation (as applicable) & (n) Direct Homeownership Assistance (including eligible rehabilitation and preservation activities for homes and other residential properties per 24 CFR part 570.202). Homebuyer Counseling may be provided as a service delivery cost.										
National Objective	Low Moderate Middle Income Housing (LMMH)										
Activity Description	(a) Local Housing Market Conditions Addressed by Activity 1: This activity specifically targets the purchase and rehabilitation/redevelopment of foreclosed and abandoned homes and properties, via public and/or non-profit organizations, to return such properties to the affordable housing inventory										

to aid in meeting the needs of low, moderate and middle income families in Escambia County. Foreclosed, abandoned, and vacant homes and properties in Escambia County are most concentrated in neighborhoods identified in **Attachment 1**. Targeted purchase and rehabilitation/redevelopment of these properties to comply with applicable building codes and standards will directly impact blighting conditions in the subject neighborhoods. Housing counseling through a HUD approved agency shall constitute an eligible expenditure when provided in conjunction with this Activity.

(b) Overview of NSP Activity 1: NSP funds will be used to create:

(i) a revolving, zero interest loan pool from which agencies implementing this Activity can access NSP funds to finance costs required to culminate the purchase, rehabilitation/redevelopment and resale of foreclosed or abandoned properties to assist eligible LMMI buyers. Such costs shall include all customary expenses, including a reasonable project delivery/development cost payable to the implementing agency(ies). The **Maximum Sales Price** shall be an amount equal to or less than the aggregate (total) cost to acquire and rehabilitate or redevelop the subject home or property up to a decent, safe and habitable condition (*including related project delivery and soft costs*). Project delivery cost shall be calculated as a percentage applied to the aggregate acquisition/rehab cost which is added to such cost to determine the **Maximum Sales Price**. An 8% project delivery/development cost shall be deemed reasonable and shall be allowed without necessity for detailed justification. Any percentage above 8% shall only be allowed upon submission of detailed cost documentation by the implementing agency(ies).

(ii) soft second/third mortgage assistance to enhance affordability of the homes for the ultimate LMMI buyers. The subordinate mortgage assistance shall be for the benefit of the homebuyers and the amount shall reflect the financing needs of individual LMMI buyers with respect to underwriting requirements of participating first mortgage lenders. Underwriting shall minimally meet current FHA or Fannie Mae standards for 15-40 year fixed rate mortgage products with standard amortization. No subprime, interest only, balloon, adjustable rate, or similar unconventional mortgage products shall be allowed with respect to this NSP activity. NSP assistance for the benefit of the buyer shall be applied at closing on the purchase of the home or property for the benefit of the LMMI buyer. Any residual financing provided to the implementing agency(ies) under #1 (above), which is not applied at closing for the direct benefit of the buyer(s), shall be repaid at closing to the Escambia County NSP fund by the implementing agency. In the event NSP assisted homes cannot be sold within a reasonable period of time the County and /or the participating Agency(ies) may elect to convert the home to rental use, either via lease/purchase (with a maximum lease 24 month lease period) or alternatively, to permanent long term rental occupancy under the management of the participating Agency(ies). If a unit is converted to rental use, the affordability period, rental rate and occupancy requirements shall conform to the applicable rental occupancy

and rental rate provisions stipulated in subsection (d) below.

(c) Tenure of Beneficiaries: Homeownership (priority) with option for conversion to rental.

(d) Terms Applicable to NSP Assistance:

(i) Affordability Period (duration): Properties redeveloped for ownership or rental housing shall minimally conform to the HOME Program Homeownership Assistance requirements at 24 CFR Part 92.254(A)(4), or the Rental Assistance requirements at 24 CFR Part 92.252(a)(e), as applicable to the individual housing development project.

(ii) Financing Terms: Homebuyers assisted via **NSP Activity 01** shall receive subordinate mortgage financing in the form of a Deferred Payment Loan at zero percent (0%) interest secured by mortgage, note and deed restriction with repayment due upon default as a result of the sale, transfer, refinancing, encumbrance, or rental of the housing unit or property, unless the home or property is subsequently sold to a qualifying LMMI family (see Mechanism for Maintaining Continued Affordability section below for details). Repayment requirements are: full repayment is required upon default or if the sale, transfer, encumbrance, or rental of the subject housing unit occurs within the applicable affordability period. Assuming occupancy and compliance with program requirements for the full duration of the applicable affordability period, the NSP assistance will be forgiven.

(iii) Discount Rate: Individual foreclosed or abandoned homes or properties assisted through this activity shall be purchased at a minimum one percent (1%) discount from the current market-appraised value as defined in the NSP Regulations.

(iv) Sales Price: Shall be in an amount equal to or less than the cost to acquire and redevelop or rehabilitate such home or property up to a decent, safe, and habitable condition (including related activity delivery costs, which generally may include, among other items, costs related to the sale of the property).

(e) NSP Project Area Hiring or Contracting Opportunities:

Escambia County and its partner agencies will, to the maximum extent possible, encourage NSP 3 related contractors or developers to hire employees who reside in the vicinity of NSP3 project areas and/or to contract with small businesses that are owned and operated by persons residing in the vicinity of the NSP 3 project areas. The County will accomplish this by incorporating these stipulations into project related development contracts and bid/construction solicitation documents. Further, contractors and developers will be required to document efforts to secure new hires from the NSP project areas and/or to locate and utilize subcontractors or suppliers that are owned or operated by persons residing in the NSP3 project areas.

	(f) Rental Housing Preference Procedures:	
	At the present time, Escambia County currently has an excellent supply of quality rental units from which MMI (Moderate and Middle Income in the 50-120% income range) families seeking affordable rental occupancy can select. The significant rental housing need locally is for units that are affordable to low and very low income persons or families, especially those with special needs or those experiencing homelessness. Therefore, <u>Activity #1</u> is structured to allow conversion of the LMMI homebuyer units to rental occupancy only as a last resort in cases where the homes cannot be sold to an NSP eligible buyer in a reasonable period of time.	
Location Description	Escambia NSP3 Target Areas: Englewood/Brownsville; Ensley; Warrington	
Budget	Source of Funding	Dollar Amount
	NSP3	\$ 539,439.00
	Private Lender (First Mortgage)	\$ 325,000.00 (Estimated)
	Equity (Buyer)	\$ 15,000.00 (Estimated)
Total Budget for Activity	\$879,439.00	
Performance Measures	15 housing units acquired and/or rehabilitated; 15 units sold to NSP eligible families (or rented to NSP eligible families if rental option becomes necessary)	
Projected Start Date	April 15, 2011 (or within 45 days of the effective date of the Grant agreement between Escambia County and HUD)	
Projected End Date	September 30, 2013 (or within 30 months of the effective date of the Grant agreement between Escambia County and HUD)	
Responsible Organization	Name	Escambia County/Neighborhood Enterprise Foundation, Inc.
	Location	P. O. Box 18178, Pensacola, FL 32523
	Administrator Contact Info	Randy Wilkerson, 850-458-0466

Activity Number 2	
Activity Name	Escambia Activity 2 – Housing Redevelopment-Homeownership
Use	Select all that apply:
	<input type="checkbox"/> Eligible Use A: Financing Mechanisms
	<input checked="" type="checkbox"/> Eligible Use B: Acquisition and Rehabilitation
	<input type="checkbox"/> Eligible Use C: Land Banking
	<input checked="" type="checkbox"/> Eligible Use D: Demolition
	<input checked="" type="checkbox"/> Eligible Use E: Redevelopment
CDBG Activity or Activities	24 CFR 570.201(a) Acquisition, (b) Disposition, (c) Public Facilities/ improvement (that directly support NSP assisted housing), (e) Public Services (limited to housing counseling for NSP eligible beneficiaries), (j) Relocation (as applicable), Eligible Rehabilitation and Preservation activities for demolished or vacant properties per 24 CFR part 570.202, and New Construction of Housing as authorized by NSP. Homebuyer Counseling may be provided as a service delivery cost.
National Objective	Low-Income Housing to Meet 25% Set-Aside (LH25) LMMH Direct Housing Benefit or LMMC Limited Clientele Benefit
Activity Description	(a) Local Housing Market Conditions Addressed by Activity 2: This activity will target blighted properties also meeting foreclosed or abandoned

definitions. Under this activity, public and/or non-profit organizations will redevelop code deficient properties concentrated in the target area. Removal and redevelopment of these blighted properties will produce positive improvements in the subject neighborhoods as well as supplying affordable housing inventory to aid in meeting the needs of low income families in Escambia County that cannot obtain traditional mortgage financing.

(b) Overview of NSP Activity 2: NSP funds will be used to create:

(i) a revolving, zero interest loan pool from which agencies implementing this Activity can access NSP funds to finance costs required to culminate the purchase, rehabilitation/redevelopment and resale of foreclosed or abandoned properties to assist eligible LMMI buyers. Such costs shall include all customary expenses, including a reasonable project delivery/development cost payable to the implementing agency(ies). The **Maximum Sales Price** shall be an amount equal to or less than the aggregate (total) cost to acquire and rehabilitate or redevelop the subject home or property up to a decent, safe and habitable condition (*including related project delivery and soft costs*).

(ii) mortgage assistance to enhance affordability of the homes for the ultimate LMMC buyers. The assistance shall be for the benefit of the homebuyers and the amount shall reflect the financing needs of individual LMMC buyers. NSP assistance for the benefit of the buyer shall be applied at closing on the purchase of the home or property for the benefit of the LMMC buyer.

(iii) new construction shall meet the standard for Energy Star Qualified New Homes, which shall assist homebuyers with limited income with the maintenance on the home as well as the utilities.

(c) Tenure of Beneficiaries: Homeownership, with this activity limited to persons or families with incomes below 50% of area median income.

(d) Terms Applicable to NSP Assistance:

(i) **Affordability Period (duration):** Properties redeveloped for ownership shall minimally conform to the HOME Program Homeownership Assistance requirements at 24 CFR Part 92.254(A)(4).

(ii) **Financing Terms:** Homebuyers assisted via **NSP Activity 3** shall receive mortgage financing in the form of a Low Interest Loan (5% interest), Deferred Payment Loan (0% interest), Deferred Payment Grant or combination thereof secured by mortgage and note with repayment due upon default as a result of the sale, transfer, refinancing, encumbrance, or rental of the housing unit or property, unless the home or property is subsequently sold to a qualifying LMMI family (see Mechanism for Maintaining Continued Affordability section below for details).

Repayment requirements are: full repayment is required upon default or if

	<p>the sale, transfer, encumbrance, or rental of the subject housing unit occurs within the applicable affordability period. Assuming occupancy and compliance with program requirements for the full duration of the applicable affordability period, the NSP assistance will be forgiven.</p> <p>(iii) Discount Rate: Individual foreclosed or abandoned homes or properties assisted through this activity shall be purchased at a minimum <u>one percent (1%) discount</u> from the current market-appraised value as defined in the NSP Regulations.</p> <p>(iv) Sales Price: Shall be in an amount equal to or less than the cost to acquire and redevelop or rehabilitate such home or property up to a decent, safe, and habitable condition (including related activity delivery costs, which generally may include, among other items, costs related to the sale of the property).</p> <p>(e) NSP Project Area Hiring or Contracting Opportunities:</p> <p>Escambia County and its partner agencies will, to the maximum extent possible, encourage NSP3 related contractors or developers to hire employees who reside in the vicinity of NSP3 project areas and/or to contract with small businesses that are owned and operated by persons residing in the vicinity of the NSP3 project areas. The County will accomplish this by incorporating these stipulations into project related development contracts and bid/construction solicitation documents. Further, contractors and developers will be required to document efforts to secure new hires from the NSP project areas and/or to locate and utilize subcontractors or suppliers that are owned or operated by persons residing in the NSP3 project areas.</p>	
Location Description	Escambia NSP Target Area: Englewood/Brownsville	
Budget	Source of Funding	Dollar Amount
	NSP3	\$170,000.00
	Equity (Buyer)	\$2000.00 (estimated)
Total Budget for Activity	\$172,000.00	
Performance Measures	Produce a minimum of 2 units acquired and redeveloped; 2 units sold to NSP eligible families at or below 50% AMI	
Projected Start Date	April 15, 2011 (or within 45 days of the effective date of the Grant agreement between Escambia County and HUD)	
Projected End Date	October 31, 2012 (or within 18 months of the effective date of the Grant agreement between Escambia County and HUD)	
Responsible Organization	Name	Escambia County/Neighborhood Enterprise Foundation, Inc.
	Location	P. O. Box 18178, Pensacola, FL 32523
	Administrator Contact Info	Randy Wilkerson, 850-458-0466

Activity Number 3

Activity Name	Escambia Activity 3 – Housing Redevelopment Rehabilitate and/or Redevelop Residential Properties for Permanent Housing for Special Needs Populations including the homeless); or for long-- term Rental Occupancy
Use	Select all that apply: <input type="checkbox"/> Eligible Use A: Financing Mechanisms <input type="checkbox"/> Eligible Use B: Acquisition and Rehabilitation <input type="checkbox"/> Eligible Use C: Land Banking <input type="checkbox"/> Eligible Use D: Demolition <input checked="" type="checkbox"/> Eligible Use E: Redevelopment
CDBG Activity or Activities	24 CFR 570.201(a) Acquisition, (b) Disposition, (c) Public Facilities/ improvement (that directly support NSP assisted housing), (e) Public Services (limited to housing counseling for NSP eligible beneficiaries), (j) Relocation (as applicable), Eligible Rehabilitation and Preservation activities for demolished or vacant properties per 24 CFR part 570.202, and New Construction of Housing as authorized by NSP. Homebuyer Counseling may be provided as a service delivery cost.
National Objective	Low-Income Housing to Meet 25% Set-Aside (LH25) LMMH Direct Housing Benefit or LMMC Limited Clientele Benefit
Activity Description	<p>(a) Local Housing Market Conditions Addressed by Activity 3: This activity targets the effective reuse of existing vacant multifamily (duplex) housing units owned by the Area Housing Commission (local PHA) for purposes of addressing the need for rental units for low and very low income families, including special needs and/or the homeless in the community. In partnership with the local PHA and other local non-profit agency(ies) these vacant, blighted units will be redeveloped and made available as permanent housing units/beds for special needs and homeless persons in the local community. Such housing units/beds will be leased to a local non-profit agency that serves the targeted limited clientele populations described in the CDBG Regulations at 24, CR Part 570.208(a)(2), including, but not limited to the following populations: homeless/formerly homeless or chronically homeless. This Activity will directly support the <u>Escambia Consortium Continuum of Care (CoC) Plan</u>. The EscaRosa Coalition on the Homeless assisted the County in prioritizing the use of NSP3 funds for this purpose.</p> <p>(b) Overview of NSP Activity 3: NSP funds will be used to create:</p> <p>(i) Financing Terms: Direct Grants or extremely flexible subordinate loans (typically at 0% interest) will be the provided for this Activity. Long term affordability will be secured by deed restriction on the property.</p> <p>(ii) Affordability Period (duration): The NSP assisted units made available through this Activity shall be deed restricted for use in meeting the needs of targeted special needs populations for a minimum of 15 years from the date of the deed restriction. The only exception to this rule will be that the Area Housing Commission will have the option to convert the units to affordable rental use in the event they cease to be needed for homeless/special needs housing at some future date. Should this occur, for the duration of the affordability period, Rental Assistance requirements at 24 CFR Part 92.252(a)(e), shall be applicable to the long</p>

	<p>term rental and occupancy of the units. Election of this option shall be subject to the mutual approval of the EscaRosa Coalition on the Homeless, Inc.; Escambia County; and the Area Housing Commission.</p> <p>(c) Tenure of Beneficiaries: Rental (Permanent) Housing for homeless/ formerly homeless/special needs. This activity will be limited to persons or families with incomes below 50% of area median income for the duration of the affordability period.</p> <p>(d) NSP Project Area Hiring or Contracting Opportunities:</p> <p>Escambia County and its partner agencies will, to the maximum extent possible, encourage NSP3 related contractors or developers to hire employees who reside in the vicinity of NSP3 project areas and/or to contract with small businesses that are owned and operated by persons residing in the vicinity of the NSP3 project areas. The County will accomplish this by incorporating these stipulations into project related development contracts and bid/construction solicitation documents. Further, contractors and developers will be required to document efforts to secure new hires from the NSP project areas and/or to locate and utilize subcontractors or suppliers that are owned or operated by persons residing in the NSP3 project areas.</p> <p>(e) Rental Housing Preference Procedures:</p> <p>Activity 3 will utilize the NSP3 25% set-aside solely to support redevelopment of rental units specifically targeting families at or below 50% of area median, with priority for special needs and homeless occupancy. This action formally commits in excess of 30% of the available NSP3 funds for rental occupancy.</p>	
Location Description	Escambia NSP Target Area: Englewood/Brownsville	
Budget	Source of Funding	Dollar Amount
	NSP3	\$380,000.00
	Area Housing Commission will provide in-kind support/services	In-Kind by Area Housing Commission
	(Other funding source)	\$
Total Budget for Activity	\$380,000.00	
Performance Measures	Produce a minimum of 8 units reserved for special needs/homeless	
Projected Start Date	April 15, 2011 (or within 45 days of the effective date of the Grant agreement between Escambia County and HUD)	
Projected End Date	October 31, 2012 (or within 18 months of the effective date of the Grant agreement between Escambia County and HUD)	
Responsible Organization	Name	Escambia County/Neighborhood Enterprise Foundation, Inc.
	Location	P. O. Box 18178, Pensacola, FL 32523
	Administrator Contact Info	Randy Wilkerson, 850-458-0466

8. Certifications

Certifications for State and Entitlement Communities

(1) **Affirmatively furthering fair housing.** The jurisdiction certifies that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

(2) **Anti-displacement and relocation plan.** The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(3) **Anti-lobbying.** The jurisdiction must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

(4) **Authority of jurisdiction.** The jurisdiction certifies that the consolidated plan or abbreviated plan, as applicable, is authorized under state and local law (as applicable) and that the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(5) **Consistency with plan.** The jurisdiction certifies that the housing activities to be undertaken with NSP funds are consistent with its consolidated plan or abbreviated plan, as applicable.

(6) **Acquisition and relocation.** The jurisdiction certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the notice for the NSP program published by HUD.

(7) **Section 3.** The jurisdiction certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(8) **Citizen participation.** The jurisdiction certifies that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.

(9) **Following a plan.** The jurisdiction certifies it is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD. [Only States and entitlement jurisdictions use this certification.]

(10) **Use of funds.** The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years, of receipt of the grant.

(11) **The jurisdiction certifies:**

- a. that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income; and

- b. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(12) **Excessive force.** The jurisdiction certifies that it has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
- b. A policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

(13) **Compliance with anti-discrimination laws.** The jurisdiction certifies that the NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(14) **Compliance with lead-based paint procedures.** The jurisdiction certifies that its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(15) **Compliance with laws.** The jurisdiction certifies that it will comply with applicable laws.

(16) **Vicinity hiring.** The jurisdiction certifies that it will, to the maximum extent feasible, provide for hiring of employees that reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the vicinity of NSP3 projects.

(17) **Development of affordable rental housing.** The jurisdiction certifies that it will abide by the procedures described in its NSP3 Abbreviated Plan to create preferences for the development of affordable rental housing for properties assisted with NSP3 funds.

By: Charles R. "Randy" Oliver, CPA, PE
Title: County Administrator, Escambia County, Florida

Date: _____

Witnessed:

Print Name:

Print Name:

Appendix: NSP3 Action Plan Contents Checklist

The checklist below is an optional tool for NSP3 grantees to help to ensure that all required elements of the NSP3 Substantial Amendment or the Abbreviated Plan are submitted to HUD. This checklist only includes the minimum required elements that must be included in the NSP3 Action Plan and grantees may want to add additional details. This document must be protected, as described above, in order to use the checkboxes in this checklist.

1. NSP3 Grantee Information

	Yes
Did you include the Program Administrator's name, address, phone, and email address?	<input checked="" type="checkbox"/>

2. Areas of Greatest Need

	Yes
Does the narrative description describe how funds will give priority emphasis to areas of greatest need?	<input checked="" type="checkbox"/>
Does the narrative description specifically address how the funds will give priority emphasis to those areas:	
<ul style="list-style-type: none"> • With the highest percentage of home foreclosures? 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • With the highest percentage of homes financed by subprime mortgage related loan?; and 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Identified by the grantee as likely to face a significant rise in the rate of home foreclosures? 	<input checked="" type="checkbox"/>
Did you create the area of greatest needs map at http://www.huduser.org/NSP/NSP3.html ?	<input checked="" type="checkbox"/>
Did you include the map as an attachment to your Action Plan?	<input checked="" type="checkbox"/>
<i>ONLY Applicable for States:</i> Did you include the needs of all entitlement communities in the State?	<input type="checkbox"/>

3. Definitions and Descriptions

	Yes
Are the following definitions and topics included in your substantial amendment?:	
<ul style="list-style-type: none"> • Blighted structure in context of state or local law, 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Affordable rents, 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Ensuring long term affordability for all NSP funded housing 	<input checked="" type="checkbox"/>

<p>projects,</p> <ul style="list-style-type: none"> • Applicable housing rehabilitation standards for NSP funded projects 	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>

4. Low-Income Targeting

	Yes
Did you identify the estimated amount of funds appropriated to provide housing that meets the low-income set aside target?	<input checked="" type="checkbox"/>
Did you provide a summary describing how your jurisdiction will meet its low-income set aside goals?	<input checked="" type="checkbox"/>

5. Acquisition & Relocation

	Yes
For all acquisitions that will result in displacement did you specify:	
<ul style="list-style-type: none"> • The planned activity, 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • The number of units that will result in displacement, 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • The manner in which the grantee will comply with URA for those residents? 	<input checked="" type="checkbox"/>

6. Public Comment

	Yes
Did you provide your draft of the NSP3 substantial amendment for a minimum of 15 days for public comment?	<input checked="" type="checkbox"/>
Did you include the public comments you received on the NSP3 substantial amendment in your plan?	<input checked="" type="checkbox"/>

7. NSP Information by Activity

	Check all that apply
Did you include a description of all eligible NSP3 activities you plan to implement with your NSP3 award?	<input checked="" type="checkbox"/>
For each eligible NSP3 activity you plan to implement did you include:	
<ul style="list-style-type: none"> • Eligible use or uses? 	<input checked="" type="checkbox"/>

• Correlated eligible CDBG activity or activities?	<input checked="" type="checkbox"/>
• Associated national objective?	<input checked="" type="checkbox"/>
• How the activity will address local market conditions?	<input checked="" type="checkbox"/>
• Range of interest rates (if any)?	<input checked="" type="checkbox"/>
• Duration or term of assistance?	<input checked="" type="checkbox"/>
• Tenure of beneficiaries (e.g. rental or homeowner)?	<input checked="" type="checkbox"/>
• If the activity produces housing, how the design of the activity will ensure continued affordability?	<input checked="" type="checkbox"/>
• How you will, to the maximum extent possible, provide for vicinity hiring?	<input checked="" type="checkbox"/>
• Procedures used to create affordable rental housing preferences?	<input checked="" type="checkbox"/>
• Areas of greatest need addressed by the activity or activities?	<input checked="" type="checkbox"/>
• Amount of funds budgeted for the activity?	<input checked="" type="checkbox"/>
• Appropriate performance measures for the activity (e.g. units of housing to be acquired, rehabilitated, or demolished for the income levels represented in DRGR) ?	<input checked="" type="checkbox"/>
• Expected start and end dates of the activity?	<input checked="" type="checkbox"/>
• Name and location of the entity that will carry out the activity?	<input checked="" type="checkbox"/>

8. Certifications

	Yes
Did you sign and submit the certification form applicable to your jurisdiction?	<input checked="" type="checkbox"/>

9. Additional Documentation

	Yes
Did you include a signed SF-424?	<input checked="" type="checkbox"/>

ATTACHMENT 1
MAPS: Areas of Greatest Need

DRAFT



Neighborhood Stabilization Program Grants

The Neighborhood Stabilization Program (NSP) provides grants to address the problems associated with homes that have been foreclosed upon and are creating economic problems for their communities.

Enter an Address, city or state Go

Florida Escambia Go

Map Options : Clear | Reset

Click Mode: **Zoom** | Info

NSP3 Legend (%): — Tract Outline

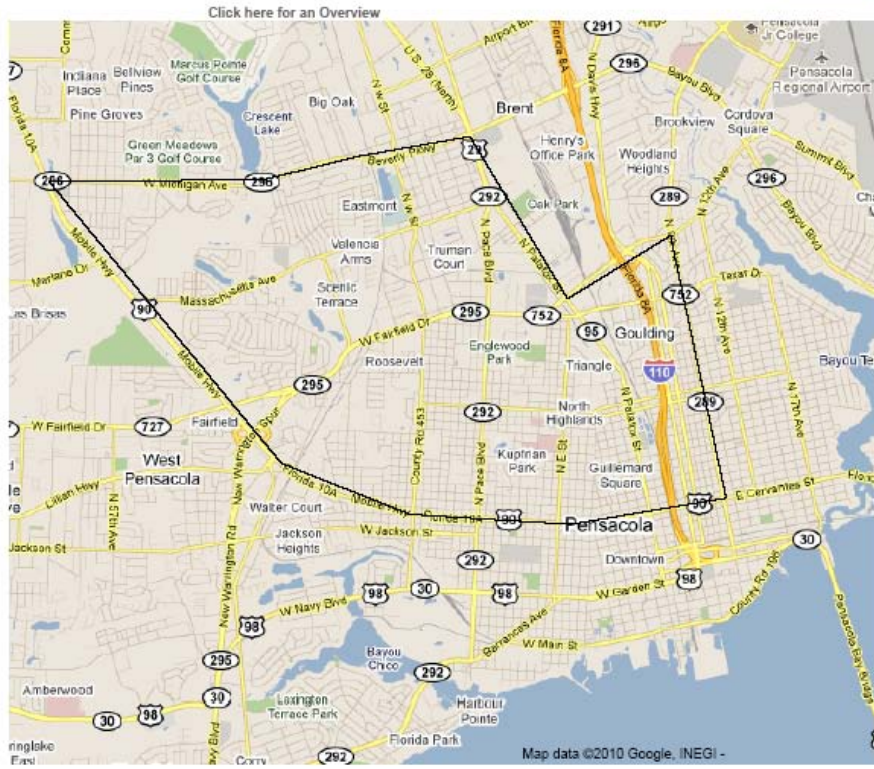
LOG OUT

NSP3 Options

13 Current Zoom Level

Show Tracts Outline (Zoom 11+)

The NSP3 mapping tool now provides a summary NSP3 score for all projects drawn. Click on "View Projects", which will list all of the projects (target areas) that have data calculated. It shows the NSP3 score for each target area along with the total estimated housing units in that area. At the bottom of the list is a sum of all housing units in all target areas and the NSP3 score for all target areas drawn. Grantees are advised to know their state minimum and if the summary score is less than the state minimum the grantee should delete, add, or revise target areas. Note that if you delete or add, the tool only recalculates after you close the "View Projects" box and reopen it. HUD also advises grantees to think carefully about the size of their target areas in total. If those target areas have a very large number of total housing units relative to the dollars available, HUD will likely ask that the grantee reduce the number and/or size of their target areas.



NSP3 TARGET AREA #1 – CENTRAL URBAN AREA

THIS TARGET AREA MAP IS SUBJECT TO REVISION BASED UPON UPDATES TO THE HUD NSP3 MAPPING DATABASE



Neighborhood Stabilization Program Grants

The Neighborhood Stabilization Program (NSP) provides grants to address the problems associated with homes that have been foreclosed upon and are creating economic problems for their communities.

Enter an Address, city or state Go

Florida Escambia Go

Map Options : Clear | Reset

Click Mode: Zoom | Info

NSP3 Legend (%): Tract Outline

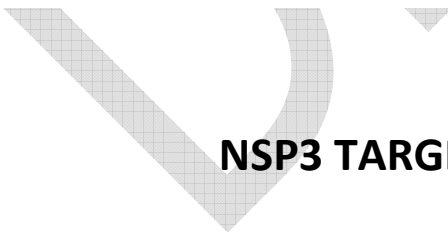
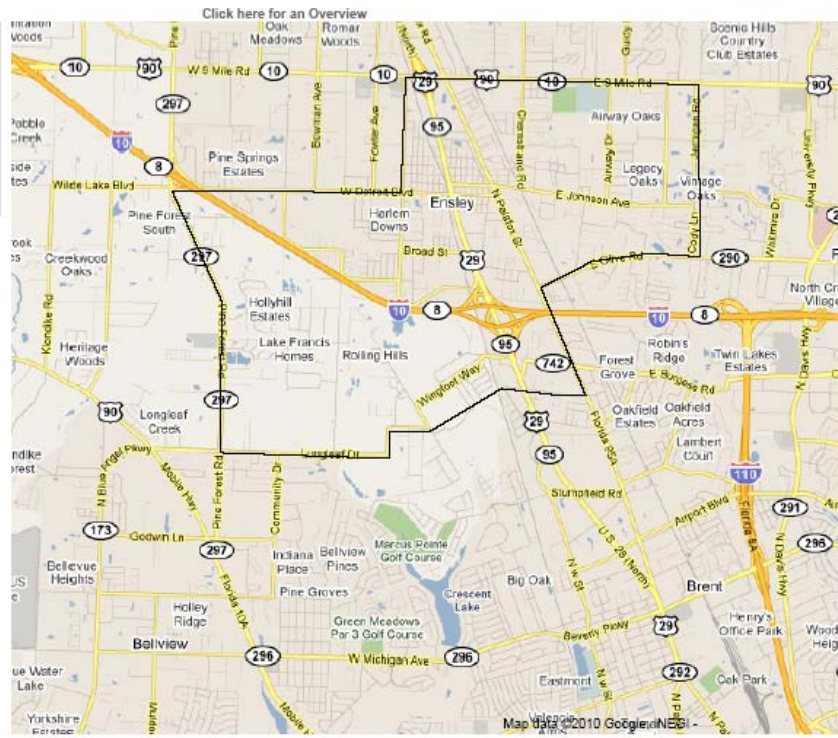
LOG OUT

NSP3 Options

13 Current Zoom Level

Show Tracts Outline (Zoom 11+)

The NSP3 mapping tool now provides a summary NSP3 score for all projects drawn. Click on "View Projects", which will list all of the projects (target areas) that have data calculated. It shows the NSP3 score for each target area along with the total estimated housing units in that area. At the bottom of the list is a sum of all housing units in all target areas and the NSP3 score for all target areas drawn. Grantees are advised to know their state minimum and if the summary score is less than the state minimum the grantee should delete, add, or revise target areas. Note that if you delete or add, the tool only recalculates after you close the "View Projects" box and reopen it. HUD also advises grantees to think carefully about the size of their target areas in total. If those target areas have a very large number of total housing units relative to the dollars available, HUD will likely ask that the grantee reduce the number and/or size of their target areas.



NSP3 TARGET AREA #2 – ENSLEY

THIS TARGET AREA MAP IS SUBJECT TO REVISION BASED UPON UPDATES TO THE HUD NSP3 MAPPING DATABASE

ATTACHMENT 2
Citizen Participation:
Public Notification
Summary of Comments Received

DRAFT

**SUBSTANTIAL AMENDMENT TO
2010 ESCAMBIA CONSORTIUM ANNUAL ACTION PLAN
REGARDING THE
NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP 3)**

Escambia County is amending its *2008 Escambia Consortium Annual Action Plan* specifically to incorporate \$1,210,487 in Neighborhood Stabilization Program 3 (NSP 3) Grant funding to be provided by the U. S. Department of Housing and Urban Development as authorized by the Housing Economic Recovery Act of 2008 (HERA), as amended. The funds will be expended only to support activities within NSP 3 targeted areas as specifically authorized by HERA, generally including the following:

- (1) Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties
- (2) Redevelop blighted, demolished or vacant properties to provide housing for low income persons
- (3) Redevelop demolished or vacant properties through cost sharing partnerships to produce housing for low income persons with special needs, including the homeless

A complete copy of the Draft 2010 Annual Action Plan NSP 3 Amendment can be viewed on the Escambia County website at: <http://www.myescambia.com/Bureaus/CommunityServices/Nefi.html>

Copies are also available for review at the following locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday: Neighborhood Enterprise Foundation, Inc., 3420 Barrancas Ave., Pensacola, FL and Pensacola Regional Library, Reference Desk/Second Floor, 200 West Gregory St., Pensacola, FL

Comments or questions concerning this amendment are invited through **4:00 p.m. (CST), January 31, 2011**. Interested parties may submit written comments to: Escambia Consortium, C/O Neighborhood Enterprise Foundation, Inc., P.O. Box 18178, Pensacola, Florida 32523. Questions should be directed to Randy Wilkerson at (850) 458-0466; TDD (850) 458-0464; or E-mail: Randy_Wilkerson@co.escambia.fl.us Escambia County adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to services, programs, and activities. Please call 458-0466 (TDD# 458-0464) at least 48 hours in advance of the event in order to allow time to provide requested services.

This Public Notice was published in the Pensacola News Journal on January 15, 2011.

NSP 3 Project and Administrative Budget Detail

NSP 3 BUDGET

**NEIGHBORHOOD STABILIZATION PROGRAM
PLANNED USE OF FUNDS**

Funding:	\$1,210,487.00	75% @ 120% =	\$907,865.25	BUDGET
		25% @ 50% =	\$302,621.75	
1. Purchase/rehabilitation of foreclosed or abandoned housing & market for re-sale or rental for 120% allocation				\$539,439.00
<ul style="list-style-type: none"> > Focus on foreclosed properties that can be acquired for at least 1% below appraised value > Funds will establish a revolving purchase/rehab pool that will revolve for the NSP grant period > Implement via NEFI with optional partnering with non-profit agencies > Sell properties at cost basis to families < 120% of median > Provide soft second/third mortgage to eligible borrowers @ maximum of \$50,000 for purchase only > Recoup residual NSP funds at closing and revolve for additional unit completions > Option: Leave investment in the unit for subsequent sales for long term affordability (Re-sale must be to a buyer within the same income category) > Option: Convert units to affordable rental when they cannot be sold after a reasonable period of time 				
<div style="display: flex; justify-content: space-between;"> Estimated units: 11 Average NSP/Unit: \$49,039.91 </div>				
2. Redevelop blighted, demolished or vacant properties to provide permanent housing for low income persons				\$170,000.00
<div style="display: flex; justify-content: space-between;"> Estimated units: 2 Average NSP/Unit: \$85,000.00 </div>				
3. Redevelop blighted, demolished or vacant properties through cost sharing partnerships with non-profit agencies to produce permanent housing for low income persons with special needs, including the homeless				\$380,000.00
<ul style="list-style-type: none"> > Purchase and/or rehab blighted, vacant or demolished properties to provide long-term, affordable permanent rental housing for persons/families with special needs, including the homeless > Make properties available at deeply discounted (or possibly no cost) to non-profit agencies serving special needs populations, including the homeless > Participating agencies shall be required to provide or secure provision of supportive services for special needs tenants > Deed restrict property use for minimum of 15 years, unless converted to standard rental units for persons/families with incomes below 50% of area median income (prior County approval required) 				
<div style="display: flex; justify-content: space-between;"> Estimated units: 8 Average NSP/Unit: \$47,500.00 </div>				
4. Administration (maximum of 10% - detail attached)				\$121,048.00
Subtotal				\$1,210,487.00

ADMINISTRATIVE EXPENSE DETAIL
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
 (Program Management Estimated Duration: May 1, 2011 - December 31, 2013)

EXPENSE CATEGORY	2010/2011	2011/2012	2012/2013	2013/2014
STAFF AND ADMINISTRATIVE SUPPORT:				
<u>Program Management</u>				
a. Escambia County: Neighborhood Enterprise Foundation, Inc. (Agent) (Program Management)	\$8,070.00	\$24,210.00	\$24,210.00	\$16,139.00
<p>The total administrative costs for all jurisdictions and implementing agencies shall not exceed 10% of the NSP allocation plus program income. Said funding shall support administrative, oversight, liaison/coordination, and monitoring requirements.</p>				
<u>Fiscal Management</u>				
a. Escambia County: Indirect Cost/Fiscal Management	\$0.00	\$24,210.00	\$0.00	\$0.00
<p>Escambia County requires a minimum of two (2%) percent of the NSP allocation meet the costs required for proper fiscal management/reporting, record keeping, data processing, administrative and legal support, receipt and distribution of funds, general accounting and audit coordination</p>				
<u>Contractual Services</u>				
NSP support services (Ex: Homebuyer Education/Counseling; Legal Services, CRA & GIS Support, Technical Support, Specialty Consultant(s))	\$8,070.00	\$16,139.00	\$0.00	\$0.00
TOTAL PROJECTED ADMINISTRATIVE COST	\$16,140.00	\$64,559.00	\$24,210.00	\$16,139.00
GRAND TOTAL				<u>\$121,048.00</u>

Note: Up to ten percent (10%) of any Program Income generated by NSP activities and retained by the County shall be allowed for enhancing the administration costs identified above.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 9.

County Administrator's Report

Date: 02/03/2011
Issue: Recycling Collection Services Agreement PD 10-11.017
From: Keith T. Wilkins, REP, Interim Bureau Chief
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Recycling Collection Services Agreement PD 10-11.017-
Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board take the following action concerning Escambia County's Office Recycling Program, PD 10-11.017:

- A. Authorize the County to piggyback off the Escambia County School District Recycling Collection Services Agreement, which was made and entered into as of the 26th day of August, 2010, (the effective date), between the Escambia County School District and West Florida Recycling, LLC, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II; and
- B. Award a Contract to West Florida Recycling, LLC, at no cost to the County, for collection and processing of County facility generated recyclables.

[Funding: N/A]

BACKGROUND:

Recycling Operations used to outsource the Office Recycling Program services for collection and processing of County facility generated recyclables. Several years ago, subcontracted services were not available at a reasonable market rate which led to the Division of Solid Waste Management (DSWM) managing the program internally. This new municipal contract is financially beneficial to the DSWM due to the cost avoidance in collection costs.

BUDGETARY IMPACT:

The contractor will provide all of the recycling collection and processing services at no cost. Initially all revenues from the sale of recyclable materials collected by the contractor from the County facilities shall belong to the contractor. At the time of annual renewal, the County and contractor will agree to discuss the possibility of a payment of up to \$0.01 per pound of collected recyclable materials from the contractor to the County. Revenues generated will be deposited to Fund 401 (Solid Waste Funds).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Division of Solid Waste Management will be administering the contract

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County, FL Code of Ordinances, Chapter 46 Finance, Article II Purchases and Contract, Section 46-44 Application; Exemptions and Section 46-44.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 10.

County Administrator's Report

Date: 02/03/2011
Issue: Lake Stone Campground Facility Management Agreement
From: Keith Wilkins, REP, Interim Bureau Chief
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Lake Stone Campground Facility Management Agreement - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board approve the Agreement between the County and Mervyn Leroy Simmons for the Management of the Lake Stone Campground Facility and authorize the County Administrator to sign the Agreement.

[Funding Source: General Fund 001, Lake Stone Cost Center 220804 = \$10,200, paid via 12, equal, monthly installments of \$850 with housing and utilities provided]

BACKGROUND:

The Lake Stone Campground is located at 801 West Highway 4 in Century, Florida. Since the inception of the Lake Stone Campground, the County has entered into an agreement for onsite caretaker/management services at the facility. Mervyn Simmons has served as the caretaker since February 2009, and worked alongside the previous caretaker prior to that date as well.

BUDGETARY IMPACT:

The funding source for the Agreement is General Fund 001, Lake Stone Cost Center 220804 in the amount of \$10,200 paid via 12 equal monthly installments of \$850 with housing and utilities provided. This amount is currently allocated in FY 2011 budget and will be budgeted in FY 2012.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such agreements concerning County property and facilities.

IMPLEMENTATION/COORDINATION:

The Community & Environment Bureau, Parks Programs Division is responsible for coordination of all aspects of the Agreement for caretaker/management services at Lake Stone Campground.

Attachments

Agreement for Management of Lake Stone Campground Facility

AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND MERVYN LEROY SIMMONS FOR THE MANAGEMENT OF THE LAKE STONE CAMPGROUND FACILITY

WHEREAS, Escambia County, Florida, by and through its Board of County Commissioners, operates and maintains that certain recreational property known as Lake Stone Campground for the use and benefit of the general public; and

WHEREAS, supervision is required to properly and adequately render services to the public utilizing the facilities of said property; and

WHEREAS, the duties, obligations, operation, and responsibilities for same may be performed through the employment by the County of an independent "Contractor".

NOW THEREFORE, this Agreement is made between Escambia County, Florida, by and through its Board of County Commissioners, as manager, hereinafter referred to as "County" and Mervyn Leroy Simmons, as an independent contractor, hereinafter referred to as a "Contractor."

WITNESSETH:

1. Contractor shall furnish labor, service, and maintenance to the area known and designated as Lake Stone Campground. This work shall consist of the hereinafter designated contractual duties:
 - A. The Contractor shall maintain the grounds of the Lake Stone Campground, carry out janitorial cleaning of the restrooms and bathhouse area at the campground, the janitorial cleaning of the restrooms at the boat ramp, the janitorial cleaning and setup of the group pavilion, and the keeping of the campground area, the bathhouse, and all restroom areas clean and free of litter.
 - B. The Contractor shall operate and maintain the concession sales on the premises. The Contractor shall sell soft drinks, snacks, fish bait, fishing tackle, and other campground related items. The Contractor shall not sell beer, wine or alcoholic beverages. All revenue derived from the sale of such concession items shall be retained by the Contractor as part of his compensation package.
 - C. The Contractor shall collect user fees as established by the Board of County Commissioners and shall maintain records of the fees in accordance with Paragraph 3. All user fees shall be deposited as Escambia County revenues for the Lake Stone Campground account.
 - D. The Contractor shall adhere to and enforce all policy regulations established by the Board of County Commissioners. A copy of said regulations is attached hereto and made a part hereof as "Attachment A".

- E. The Contractor shall have an individual on the premises at all times during the regular business hours to render services to the public. The Contractor will be responsible for taking reservations, collecting fees, and assigning campsites.
 - F. The Contractor shall police the grounds for trash and debris, including the road along the north side of the lake. The Contractor also shall remove any fallen limbs and other debris from the campground area.
 - G. The Contractor shall receive annual compensation for the services to be rendered as follows:
 - 1. Housing and Utilities Provided (non-cash) \$ 1,200.00
 - 2. Annual Management Fee (cash payment) \$ 10,200.00
 Payments to be made in 12 equal installments of \$ 850.00
 - 3. 100% of all concession sales at Lake Stone Campground.
2. The County shall furnish the following items and services for the operation of Lake Stone Campground:
- A. All utility services used in the operation of the campground facilities.
 - B. All materials for the cleaning and upkeep of the bathhouse, restrooms, pavilion, and campground.
 - C. Garbage dumpster service for the campground.
 - D. Materials, equipment, and labor for any improvements and repairs on the grounds and all facilities, including the Contractor's dwelling.
 - E. A caretaker dwelling for the Contractor with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls. The contractor is responsible for insuring any and all personal belongings on the premises. The Contractor shall immediately vacate these premises upon the expiration or termination of this Agreement.
 - F. All gasoline, oils, and grease for the operation of equipment used on or about the campground.
 - G. A "golf cart" as a means of transportation for use in upkeep of the grounds around the campground.
 - H. A power mower for maintenance of the campground.
3. The Contractor shall keep in good order and to the County's standards, records of pertinent books, documents, receipts, expenditures, and other papers involving transactions relating to this Agreement or any extensions thereof so that the County's authorized representatives can regularly audit these records. The Contractor shall also keep procurement and supply

records to include requisitions for materials, maintenance work orders, and equipment use and status reports.

The authorized representatives of the County shall have access to and the right to examine, audit, excerpt and transcribe pertinent books, documents, papers, and records of the Contractor involving transactions relating to this Agreement or any extensions thereof. Such materials must be submitted to the County upon the completion of each fiscal year in which records were created. The retention time shall be calculated from the end of the fiscal year in which final entry was made in the records retained.

4. The Contractor shall provide the following coverage:
 - Commercial general liability insurance with \$1,000,000.00 limits per occurrence/per aggregate, including coverage parts of bodily injury, broad form property damage, personal injury, and contractual liability, independent contractors, and products and completed operations.
 - Personal Auto Insurance with \$300,000.00 combined single limits, on all personal vehicles that will be operating on County premises.

The Board of County Commissioners and Escambia County shall be named as an "additional insured". All coverages shall be secured through an insurance carrier admitted in the State of Florida with an "A" rating and a minimum financial size category of "VII", according to the most current A.M. Best Company Key Rating Guide.

Escambia County shall be provided with said certificates of insurance which reflect the Board of County Commissioners and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates also shall reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance shall be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

5. This Agreement shall commence on the 12th day of February 2011, and shall be for a period of one (1) year ending on February 11, 2012. This agreement may be extended for an additional term of one year upon written agreement of the parties provided no less than thirty (30) days prior to the expiration date of the agreement. Escambia County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.
6. This Agreement may be terminated by either party for cause, or by the County for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination in which event the Contractor shall be paid its compensation for services

performed to termination date, including all reimbursable expenses then due or incurred to the date of termination. Upon the receipt of such termination notice, the Contractor shall vacate the premises within ten (10) days as provided in Section 2.E above.

Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the county to any penalty or other claim for damages. If the Contractor abandons this Agreement or causes it to be terminated, the Contractor shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Agreement. Vendor suspension or debarment proceedings brought by the County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia county Code of Ordinances, shall be grounds for immediate termination of this Agreement.

7. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Contractor seven (7) days written notice, during which period the Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).
8. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
9. The County approves the use of subcontractors by the Contractor. In the event the

Contractor, during the course of the work under this Agreement, requires the services of any subcontractor or other associates in connection with services covered by this Agreement, the Contractor must secure the prior written approval of the County for employment of such subcontractors. Workers' compensation insurance will be required if the Contractor hires employees such that worker's compensation insurance is required by the State of Florida.

10. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

11. **Hold Harmless:** The Contractor agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney fees and paralegal fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person for whom the Contractor is legally liable.

Indemnification: The Contractor and the County agree the first one hundred (\$100.00) dollars of this Agreement's compensation paid by the County to the Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Contractor's acceptance and execution of the Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment of behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be

considered to be the County's exclusive remedy.

12. It is recognized that questions in the day-to-day conduct of the Agreement will arise. The Contract Administrator, upon request by the Contractor, shall designate and shall advise the Contractor in writing, persons to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed.

The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Agreement shall be addressed.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

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

14. The signing of the Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

15. Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to any officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Agreement, and the Contractor agrees to abide with such statutes.

16. The Contractor hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance, which it believes that any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor, contemporaneously, with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor, at

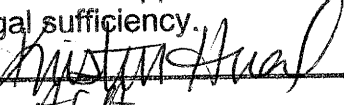
- all times, shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.
17. All other provisions, by their inherent character, sense, and contexts are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
 18. This Agreement shall be governed by and construed in accordance with the laws of the State or Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
 19. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
 - a. If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of the Agreement.
 - b. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
 20. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
 21. The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
 22. At the County's request, the Contractor shall allow itself to be joined as a party in any legal

proceeding that involves the County regarding the design, construction, or installation of any matter, which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

- 23. The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 24. The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver of relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Contractor, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: 
 Title: ACH
 Date: 1/10/11

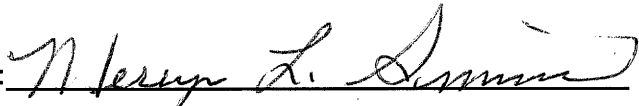
COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

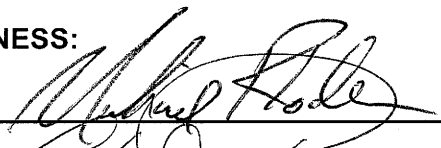

By: _____
 Charles R. "Randy" Oliver, CPA PE
 County Administrator

WITNESS:
 By: _____
 By: _____

Date: _____

CONTRACTOR:
MERVYN LEROY SIMMONS, a sole proprietor authorized to transact business in the State of Florida.

By: 
 Date: 1-14-11

WITNESS:
 By: 
 By: 

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

Title: Lake Stone Campground Rules and Regulations
Date Adopted: October 1, 2009
Effective Date: October 1, 2009
Reference: Section 1; D.3.C
Policy Superseded: July 19, 2007; March 4, 2004; November 4, 1999; July 6, 1978

1. Site selection is first come, first served. Reservations may be made for camping but not for specific campsites, up to 45 days in advance only with advanced payment. Length of stay is 14 days at prime sites (18-29) and 30 days at non-prime sites (1-17; 30-77). If campground is not full, a camper may renew his reservation at a non-prime site with permission from campground manager and/or Parks & Recreation Director. Renewal can be made no earlier than the last day of the current reservation. The Parks & Recreation Director, at his/her discretion, may facilitate the removal of disruptive campers, visitors, and/or rule violators for up to one year.
2. Parking is not allowed on the main park road. Extra vehicles must be parked in parking area north of caretaker house.
3. No more than eight (8) registered campers per campsite. Additional campsites must be rented to accommodate larger groups of over 8 persons. Every effort will be made to place large groups adjacent to each other, but is not guaranteed. Groups over eight wanting to camp on the same site must pay full camp rate for each 8 campers.
4. Unoccupied recreational vehicles left in a campsite shall pay full daily rate. The maximum time allowed for any recreational vehicle unoccupied is 30 days. Campers must leave emergency numbers with the campground manager in order to leave a recreational vehicle unattended. At the end of 30 days or the days in which the camper is paid through, the recreational vehicle will be moved at the owners expense to a storage area near the campground manager's residence. Escambia County and the campground manager are not responsible for accidents or damage to any recreational vehicle.
5. Gathering of firewood is limited to wood found on the ground only. Campers are encouraged to bring their own firewood.
6. The period between 10:00 p.m. and 7:00 a.m. is designated as quiet time. All activities during this time shall be carried out with respect to others right to rest. Campers making too much noise or being otherwise disruptive during this time will be asked to leave the premises.
7. Washing vehicles in campground is strictly prohibited.
8. Pets are allowed but must remain under owners control and on a leash at all times. Violators will be asked to leave the campground or remove the animals from the camping area.
9. Showers are for registered campers only.

10. Sanitary dump is free to campers. Other users subject to \$10.00 plus tax charge.
11. Camping is allowed in designated camping sites only. Litter barrels are provided and requested that the campers use them to help keep the campground clean.
12. Children 17 and under shall have an adult guardian on the premises at all times. Children under age 12 shall be accompanied by an adult while using the fishing pier. Bicycles are prohibited on the pier. Only registered campers, visitors, and day users are allowed to use the pier.
13. Boats must be launched from designated launching areas only. A boat launch is provided just east of the campground.
14. Fires must be within existing fire ring only.
15. Alcoholic beverages prohibited. See County Ordinance 97-15 Section 1-22-26 Sub 6.
16. Pavilion may be reserved up to one year in advance. A deposit of \$50.00 must be received to hold the reservation. The \$50.00 deposit will be returned if the facility is undamaged after use and made ready for the next use. The decision of the campground manager will be final.
17. Check out time is 10:00 a.m.
18. Gate is closed at 10:00 p.m. Day users shall exit at 10:00 p.m.
19. The campground manager is authorized one (1) non-water front camping space to be designated as a "Camp Host" site, to allow for extended stay at no charge for camping in return for assisting the manager with maintenance and management of the campground. The Recreation Division Manager, Escambia County Parks & Recreation Department, must approve the designated host.
20. Campsites must be kept clean and orderly. Units and other site structures must be cleaned.
21. Each individual is responsible for leaving the campground facilities in clean condition after use.
22. Storage of materials not normally associated with camping is prohibited. Items allowed should not detract from the overall appearance of the site. Campground manager and/or Parks & Recreation Department's Recreation Division Manager has authority to determine if item(s) need to be removed.
23. Tents are not to be used for storage, nor should they be left up when not being used for current overnight stay.

FEES AND CHARGES

Daily entrance fees	\$1.00 (tax included) per person. Up to six (6) visitors per registered campsite may enter at no charge. Participants at a registered function at the pavilion may enter at no charge.
Camping fees	\$16.00 per day, plus tax, for residents \$18.00 per day, plus tax, for non-residents Price includes electricity and water hookups. \$9.00 per day, plus tax for Senior Citizens (65 and older) and for campers with disabilities, for residents. \$16.00 per day, plus tax, for Senior Citizens (65 or older) and for campers with disabilities, for non-residents Price includes electricity and water hookups. Proof of age and/or disability is required.
Pavilion Rental	\$30.00 plus tax, per use, up to a full day, for residents \$40.00 plus tax, per use, up to a full day, for non-residents \$20.00 plus tax, per use, up to a full day, for users renting 10 or more campsites during use. \$10.00 sanitary dump fee per use (non-campers) \$50.00 refundable cleaning deposit at the time of the reservation and/or use. (Pavilion must be made ready for the next user in order to be refunded).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 11.

County Administrator's Report

Date: 02/03/2011
Issue: State of Florida, Division of Emergency Management Federal Fiscal Year 2010 Homeland Security Grant Program Award
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State of Florida, Division of Emergency Management Federal Fiscal Year 2010 Homeland Security Grant Program Award – Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM) Federal Fiscal Year 2010 Homeland Security Grant Program award for the Citizen Corps and Community Emergency Response Team (CERT) Programs, allocating to Escambia County a Grant totaling \$20,951, for the period of August 1, 2010, through January 31, 2013:

- A. Accept the FDEM Award, allocating \$10,475.50 each, for the Citizen Corps and CERT Grant Programs, to be identified in Fund 110, Other Grants and Projects, Cost Centers 330458 and 330430, respectively;
- B. Authorize the Chairman to sign the Grant Award Letter; and
- C. Authorize the County Administrator to execute the associated Grant Agreements.

BACKGROUND:

In support of the National effort to develop and enhance Citizen Corps and CERT Programs, federal funds are being provided to continue the local effort to engage, educate, and train local citizens in their role as it relates to emergency preparedness, response, recovery, mitigation, and public health measure for all hazards. The grant will provide funds totaling \$20,951 with no local match requirement. The grant period is from August 1, 2010 through January 31, 2013.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Division of Emergency Management for costs associated with eligible program activities. There is no local match requirement. Administration fees are not specifically designated as eligible under this grant. The Citizen Corps funds will be identified in Fund 110, cost center 330458 and CERT funds identified in Fund 110, cost center 330430.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the award letter and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grants Application Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the award letter and subsequent agreements. Coordination of these grants will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for the grant implementation.

Attachments

Award Letter

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:
 - A. Administrative Requirements**
 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles**
 1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations
 - C. Audit Requirements**
 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program (HSGP) guidance and application kit.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
5. A. Provision applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- C. Provision applicable to any recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.
6. Definitions. For purposes of this award term:
 1. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).

7. A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbix/grants/index.shtm>

- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
 Office of the Chief Security Officer
 ATTN: ASD/Industrial Security Program Branch
 Washington, D.C. 20528

This document approved as to form and legal sufficiency.

By: Justin Hual

Title: ACF

Date: 1/18/11

ACCEPTANCE FOR THE SUBGRANTEE:

Board of County Commissioners
 Escambia County, Florida

 Kevin W. White, Chairman

Date BCC Approved: _____
 Date BCC Executed: _____

ATTEST: Ernie Lee Magaha
 Clerk of the Circuit Court

 Deputy Clerk

 Signature of State Administrative Agency



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 12.

County Administrator's Report

Date: 02/03/2011

Issue: Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application – Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application for 2010/2011, in the amount of \$49,495, with a 25% County match, for the purpose of providing Personal Protective Equipment (PPE) to each Escambia County Emergency Medical Specialist:

- A. Approve the EMS Matching Grant Application; and
- B. Authorize the Chairman to sign the Grant Application and all related documents.

[Funding Source: Fund 408, Emergency Medical Service; Cost Center 330302, EMS Operations; Account Code 55201, Operating Supplies]

BACKGROUND:

This grant program provides 75% of state funding for approved projects which clearly improve and expand EMS. This project requests funding to purchase PPE, compliant with documented industry standards, for every full-time Emergency Medical Specialist position, plus a surplus that can be rotated among the relief positions. The PPE currently being used by EMS field personnel was purchased approximately six years ago and is no longer suitable for use due to degradation from daily use and exposure to hazards. In addition, an inadequate supply results in EMS not being able to issue all field personnel PPE. Proper PPE will help balance the potential hazards routinely encountered by EMS field personnel on the emergency scene: jagged metal at motor vehicle accidents (MVAs), fires, chemical spills, or fog on the highway. Last fiscal year,

EMS responded to 35,149 emergency calls, including 2,951 MVAs, 52 burns/explosions, 1,952 gunshot wounds/stabbings, 705 traumatic injuries, 1 bomb threat and 49 hazardous materials incidents. All such incidences were addressed in PPE that is not compliant with accepted industry standards (National Fire Protection, "Standard for Emergency Medical Operations," and the American National Standards Institute, 107-2004 standards).

BUDGETARY IMPACT:

If the project is approved by DOH, Escambia County EMS will be responsible for the 25% local match in the amount of \$12,373.75. Although not planned for in this fiscal year's budget, funding is available in Fund 408 (Emergency Medical Service) for this match amount.

LEGAL CONSIDERATIONS/SIGN-OFF:

On January 12, 2011, Kristin Hual, Assistant County Attorney, approved the document as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This complies with the Board's Competitive Grant Application Policy.

IMPLEMENTATION/COORDINATION:

Deadline for submittal of the application packet is 5:00 p.m., February 16, 2011, with evaluation and final award decisions to be made by June 2011. Trisha Pohlmann, Public Safety Business Operations Manager, will ensure submittal is received by the established deadline and will handle any subsequent matters related to the application and/or possible grant award.

Attachments

2010-11 EMS Matching Grant Applications

EMS MATCHING GRANT APPLICATION

**FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services**

Complete all items unless instructed differently within the application

Type of Grant Requested: Rural Matching

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) _____

1. <u>Organization Name:</u> Escambia County EMS	
2. <u>Grant Signer:</u> (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application.)	
Name: Kevin W. White	
Position Title: Chairman, Escambia County Board of County Commissioners	
Address: 221 Palafox Place, Suite 400	
City: Pensacola	County: Escambia
State: Florida	Zip Code: 32502
Telephone: 850-595-4950	Fax Number: 850-595-4201
E-Mail Address: kevin_white@co.escambia.fl.us	

3. <u>Contact Person:</u> (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)	
Name: Michael D. Weaver	
Position Title: Bureau Chief	
Address:	
Escambia County Public Safety Bureau	
6575 N W Street	
City: Pensacola	County: Escambia
State: Florida	Zip Code: 32505
Telephone: 850-471-6411	Fax Number: 850-476-3984
E-mail Address: mike_weaver@co.escambia.fl.us	

4. Legal Status of Applicant Organization (Check only one response):

(1) Private Not for Profit [Attach documentation-501 (3) ©]
 (2) Private For Profit
 (3) City/Municipality/Town/Village
 (4) County
 (5) State
 (6) Other (specify): _____

5. Federal Tax ID Number (Nine Digit Number). VF-596000598 _____

6. EMS License Number: 1703 Type: Transport Non-transport Both

7. Number of permitted vehicles by type: _____BLS 35ALS Transport 7ALS non-transport.

8. Type of Service (check one): Rescue Fire Third Service (County or City Government, nonfire) Air ambulance: Fixed wing Rotowing Both Other (specify)_____.

9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project. **[No signature is needed if medical equipment and professional EMS education are not in this project.]**

Signature: _____ Date: _____

Print/Type: Name of Director _____

FL Med. Lic. No. _____

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

If your activity is a research or evaluation project, omit Items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.

10. Justification Summary: Provide on no more than three one-sided, double-spaced pages a summary addressing this project, covering each topic listed below.

A) Problem description (Provide a narrative of the problem or need);
 B) Present situation (Describe how the situation is being handled now);
 C) The proposed solution (Present your proposed solution);
 D) Consequences if not funded (Explain what will happen if this project is not funded);
 E) The geographic area to be addressed (Provide a narrative description of the geographic area);
 F) The proposed time frames (Provide a list of the time frame(s) for completing this project);
 G) Data Sources (Provide a complete description of data source(s) you cite);
 H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).

10. Justification Summary:

A. Problem Description

Unpredictability and unreliability are part of EMS, and the problem itself is often due to the relative lack of safety on the emergency scene: jagged metals at a motor vehicle accident, a fire, chemical spills, or fog on the highway. One way to balance the potential hazards is through the use of personal protective equipment (PPE). From head to toe, every EMS provider needs and deserves to have proper PPE. Escambia County Public Safety has an urgent need to provide protective outerwear consisting of jackets and pants, with appropriate liners, to the EMTs and Paramedics assigned to the EMS division. Escambia County EMS Division responded to 35,149 emergency calls last fiscal year (October 1, 2009 through September 30, 2010). These incidents included 2,951 motor vehicle accidents, 52 burns/explosions, 1,952 gunshot wounds/stabbings, 705 traumatic injuries, 1 bomb threat, and 49 hazardous materials incidents at which our personnel needed properly fitted PPE that met published industry standards. During this same timeframe we have had 34 workers' compensation claims.

B. Present Situation

Escambia County's EMS Division employs 83 fulltime and 48 relief EMTs and Paramedics. In 2005 all fulltime personnel were issued outerwear consistent with standards at that time. Funding was not available to extend this equipment to our relief personnel. Furthermore, the PPE issued six years ago is no longer suitable for use due to degradation from daily use and exposure to hazards. The accepted industry standards are established by the National Fire Protection (NFPA) "Standard for Emergency Medical Operations" and the American National Standards Institute 107-2004 standards. The PPE currently in use is not compliant with either. Personnel are provided protective footwear on a bi-annual basis. Helmets and protective eyewear are stocked for each responder on every ambulance.

C. Proposed Solution

The proposed solution is to purchase, issue and maintain head-to-toe personal protective equipment compliant with documented industry standards for all personnel. To promote proper utilization a Standard Operating

Policy (SOP) will be issued clearly describing how, when, and where this equipment will be used. Additionally, supervisors will be charged with ensuring that these guidelines are followed.

D. Consequences if not funded

Funding directly relating to the delivery of patient care to those who depend on Escambia County’s EMS division always comes first. Regretfully, with limited funding, little is left to provide protective outerwear to our EMTs and Paramedics who care for the sick and injured. This funding dilemma will most certainly lead to injury or the greatest consequence, death, which may have been prevented or reduced with the assistance of sufficient personal protective equipment.

E. Geographic Area

Escambia County’s Emergency Medical Service is responsible for providing all pre-hospital care within the entire 662 square miles within the county’s borders. The only exception is the area serviced by the Naval Air Station Pensacola. Escambia County has an estimated population of 303,343.

F. Proposed Time Frames

This project is planned to be complete within six months after receipt of the grant funds. Completion is accelerated since field trials to address comfort, durability, effectiveness and serviceability of several products have recently been completed. The timeline will consist of the following:

Write policy	30 days
Measure personnel	30 days
Place order	14 days
Receive order	14 days
Issue PPE	14 days
Unforeseen delays	30 days

G. Data Sources

The following sources were used to provide data listed in this application:

Population and geographic area: US Census Bureau

Response Data: Escambia County's computer aided dispatch system

Workers' compensation claims: Escambia County's Risk Management Division

Equipment Standards: National Fire Protection Agency

H. Statement of duplication

This effort is not a duplication of a current or previous effort of Escambia County Public Safety Bureau.

13. Outcome for Other Projects:

A. What has the situation been in the most recent 12 months for which you have data? Escambia County EMS Division responded to 35,149 emergency calls last fiscal year (October 1, 2009 through September 30, 2010). During this timeframe we had 34 EMS personnel file injury claims. Treatment for these injuries totaled \$11,181.48. A majority of these injuries may have been prevented or lessened with the appropriate Personal Protective Equipment. Less than 25% of our EMS responders have suitable Personal Protective Equipment.

B. What will the situation be 12 months after the project services are on-line? Over the last three years Escambia County EMS Division has averaged a 3.75% increase in emergency call response. This indicates that we will respond to 36,467 emergency calls during this fiscal year.

C. If the project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the project and what the data should be in the 12 months after the project. As previously stated, Escambia County EMS had 34 personal injury claims between October 1, 2009 and September 30, 2010. The treatment for these injuries totaled \$11,181.48. Over the last several years the number of reported injuries has remained consistent. However, the expected increase in emergency calls raises the exposure our responders have to potential injuries. The goal of the program is to reduce the number of these injuries to 31 during the initial 12 months.

D. Explain the deviation in numbers. Since Escambia County EMS has not had the ability to provide and enforce proper personal protective equipment usage division wide, the expected number or injury reduction can only be speculated. The goal of this program is an initial 10% reduction in injuries.

E. How does this integrate in your agency's five-year plan? A major component of our agency's five-year plan will address responder health and safety. This includes the addition of airbags in the patient compartment of the ambulance and an employee health clinic. Reduction in responders' injuries will also assist in meeting funding challenges caused by replacing an injured responder during their absence.

16. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

Work Activity	Number of Months After Grant Starts	
	Begin	End
Write policy	1	2
Measure personnel	1	1
Issue purchase order	1	1
Receive PPE	4	4
Issue PPE and policy	5	6

17. County Governments: If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

The FY 09/10 EMS County Grant monies were used to fund three ECEMS programs. The first of these programs included the purchase of ProQA Emergency Medical Dispatch Software and Mobile Area Routing and Vehicle Location Interface System (MARVLIS) to improve EMS dispatch and response to incidents. The second, was purchase of a Zico Quic-Release Oxygen Cylinder Lift and a Stryker MX-Pro Bariatric Stretcher in an effort to decrease incidences of employee lift injuries resulting in workers compensation claims and lost man hours. The balance of the 09/10 grant funding and accrued interest were approved for the purchase of three IV medicine pumps recommended by our Medical Director. This will leave less than \$50.00 in unspent county grant funds.

FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Escambia County EMS

Mailing Address: 221 Palafox Place, Suite 400
Pensacola, FL 32502

Federal Identification Number: VF-59-6000598

Authorized Agency Official: _____
Signature Date

Kevin W. White, Chairman, Escambia County Board of County Commissioners
Type Name and Title

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Sign and return this page with your application to:

*Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738*

Deputy Clerk
BCC Approved: _____

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: \$ _____ Grant ID Code: _____

Approved By: _____
Signature of EMS Grant Officer Date

State Fiscal Year: _____ - _____

Organization Code E.O. OCA Object Code
64-42-10-00-000 750000

Federal Tax ID: VF _____

Grant Beginning Date: _____ Grant Ending Date: _____

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCA

Date: 1/12/11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 13.

County Administrator's Report

Date: 02/03/2011
Issue: FDLE, Office of Criminal Justice, Residential Substance Abuse Treatment (RSAT) Grant Application
From: Gordon Pike
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Law Enforcement, Office of Criminal Justice, Residential Substance Abuse Treatment Grant for the Corrections Bureau – Gordon C. Pike, Corrections Bureau Chief

That the Board accept the Florida Department of Law Enforcement, Office of Criminal Justice, Residential Substance Abuse Treatment (RSAT) Grant for Pathways for Change Male Group, in the amount of \$50,000, with a match of \$17,000, for a total of \$67,000, and ratify the Chairman's signature on the Grant Application and Certification of Acceptance.

[Funding Source: \$17,000 has been budgeted in Fund 001, General Fund, Cost Center 110201, Object Code 54901, to serve as the required 25% match for the Grant]

BACKGROUND:

The purpose of this project is to continue providing services of education, counseling and rehabilitation treatment to eligible inmates sentenced to minor, non-violent offenses at Pathways for Change, a local faith-based non-profit agency that works in partnership with Escambia County. The grant request is for \$50,000; the grantor requires a 25% cash match. The County will provide \$17,000 to serve as the match. Total cost of project will be \$67,000.

BUDGETARY IMPACT:

\$17,000 has been budgeted in Fund 001, Cost Center 110201, Object Code 54901 to serve as the required 25% match for the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Requires collaborative partnership between Escamnia County and faith-based non-profit, Pathways for Changes.

Attachments

Residential Substance Abuse Treatment Grant

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

SUBGRANT AWARD CERTIFICATE

Subgrantee: Escambia County Board of Commissioners

Date of Award: 12-15-10

Grant Period: From: 08/01/2010 TO: 07/30/2011

Project Title: PATHWAYS FOR CHANGE MALE GROUP

Grant Number: 2011-RSAT-ESCA-1-A9-006

Federal Funds: \$ 50,000.00

Agency Match: \$ 17,000.00

Total Project Cost: \$ 67,000.00

Program Area: 0001 : Residential Substance Abuse Treatment

CFDA #: 16.593

Award is hereby made in the amount and for the period shown above of a grant under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, P.L. 103-322, as amended, to the above mentioned subgrantee and subject to any attached standards or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 103-322, as amended.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder

Typed Name and Title: Clayton H. Wilder, Community Program Administrator

Date: 12-17-10

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Escambia County Board of County Commissioners

Signature: Grover Robinson, IV

Typed Name and Title: Grover Robinson, IV Escambia County Commission Chair

Date: June 1, 2010

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Escambia County Board of County Commissioners

Signature: Grover Robinson, IV

Typed Name and Title: Grover Robinson, IV Escambia County Commission Chair

Date: June 1, 2010



State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2011-RSAT-ESCA-1-A9-006, in the amount of \$ 50,000.00, for a project entitled, PATHWAYS FOR CHANGE MALE GROUP, for the period of 08/01/2010 through 07/30/2011, in accordance with the statement of work contained in the subgrant application, and subject to the Florida Department of Law Enforcement's Conditions of Agreement and any special conditions governing this subgrant.

K W White

Signature of Subgrantee's Authorized Official

Kevin White, Chairman Escambia County BCC

Typed Name and Title of Official

January 4, 2011

Date of Acceptance

*on
Sent to
7/03/11*

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: Escambia County Board of Commissioners

Date of Award: 12-15-10

Grant Period: From: 08/01/2010 TO: 07/30/2011

Project Title: PATHWAYS FOR CHANGE MALE GROUP

Grant Number: 2011-RSAT-ESCA-1-A9-006

Federal Funds: \$ 50,000.00

Agency Match: \$ 17,000.00

Total Project Cost: \$ 67,000.00

Program Area: 0001 : Residential Substance Abuse Treatment

CFDA #: 16.593

Award is hereby made in the amount and for the period shown above of a grant under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, P.L. 103-322, as amended, to the above mentioned subgrantee and subject to any attached standards or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 103-322, as amended.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certification of Acceptance/ Request for Payment is returned to the department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

12-15-10

Date

() This award is subject to special conditions (attached).

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SPECIAL CONDITION(S)/GENERAL COMMENT(S)

Grantee: Office of Criminal Justice Grants

Grant Number: 2011-RSAT-ESCA-1-A9-006

Grant Title: PATHWAYS FOR CHANGE MALE GROUP

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition(s)/General Comment(s):

Reff# S15590: Prior to the drawdown of federal funds a copy of the boilerplate agreement must be submitted to the Office of Criminal Justice Grants.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

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Subgrant Recipient

Organization Name: Escambia County Board of Commissioners

County: Escambia

Chief Official

Name: Grover Robinson

Title: Chairman

Address: 221 Palafox Place
Suite 400

City: Pensacola

State: FL **Zip:** 32502

Phone: 850-595-4940 **Ext:**

Fax:

Email: district4@co.escambia.fl.us

Chief Financial Officer

Name: Ernie Magaha

Title: Clerk

Address: 190 Governmental Center

City: Pensacola

State: FL **Zip:** 32502

Phone: 850-595-4310 **Ext:**

Fax:

Email: magaha@escambiaclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

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Implementing Agency

Organization Name: Escambia County Board of Commissioners

County: Escambia

Chief Official

Name: Grover Robinson

Title: Chairman

Address: 221 Palafox Place
Suite 400

City: Pensacola

State: FL **Zip:** 32502

Phone: 850-595-4940 **Ext:**

Fax:

Email: district4@co.escambia.fl.us

Project Director

Name: Debra Armenti

Title: Grants Coordinator

Address: 221 Palafox Place
Suite 420

City: Pensacola

State: FL **Zip:** 32591-1591

Phone: 850-595-4914 **Ext:**

Fax:

Email: Debra_armenti@co.escambia.fl.us

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 2: Project Overview

General Project Information

Project Title: PATHWAYS FOR CHANGE MALE GROUP
Subgrant Recipient: Escambia County Board of Commissioners
Implementing Agency: Escambia County Board of Commissioners
Project Start Date: 8/1/2010 **End Date:** 7/30/2011

Problem Identification

In the State of Florida, 102,000 people are incarcerated in prisons and 88% will be released back into our communities. In Escambia County, forty thousand inmates are arrested and released each year at a cost of \$8 million. Eighty percent of all offenders who enter and/or return to the corrections system have a drug problem. Untreated, most offenders reenter without proper education and job skills and to dysfunctional family systems. They return to "old people, places and things" and back to abusing substances through associations that put them at risk.

Generational studies prove that seventy to eighty percent of incarcerated men and women have children. Eighty percent of children with significant behavior and disciplinary problems at school have a parent who is incarcerated. These children are seven times more likely to end up in jail. Over half of the PFC clients have children, so by helping our clients we are attacking issues from the root causes, creating healthy families and a safer community.

With over 40 partners who provide direct service, PFC assists clients and their family members with education, vocational skills, medical care, dental care, spiritual development and parenting skills to name just a few areas addressed.

Pathways For Change provides a full continuum of care, while housed at the County Work Release Center, a low but secure facility. A strong PFC focus is on engaging the inmate and their family members upon the first day of admission to the Therapeutic Community. Family members understand that to receive the privilege of visitation, they must be active in the client's recovery program. The 85% success of PFC graduates proves that a full family systems approach is most effective.

The PFC program started their Therapeutic Community in November of 2005. Since that time the following benchmarks have been achieved 1) Client capacity has been increased from nine to thirty five. 2) One hundred percent have stayed drug free while in the residential phases. 3) Staff include a full time Executive Director; Program Manager; part time Assistant Program Manager; full time Case Manager; part time Court Liaison; eighteen Masters level and Bachelor level interns who assist in facilitation of the 22 core courses taught while in residential phases. 4) The Board of Directors has been updated with a healthy cross section of demographics and talents. 5) University of West Florida continues to track recidivism and our procedures for best practices. 6) PFC Executive Director developed the NWF Reentry Task Force with over 90 partners/stakeholders who provide services to our population as well as tackling "doomed to fail" procedures such as obtaining identification upon release. 7) Two AmeriCorps VISTAs build capacity for both the PFC program and the NWF Reentry Task Force. 8) Two pieces of land have been donated to PFC to build a Family Resource Center that will be a Recovery "hub" for our clients, family members and graduates and a long term Residence is planned with 12 beds that can house alumni who need support as they pay off fines, fees, child support

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 2: Project Overview

and who may need to complete a degree for long term success. The Family Center will launch reentry services by summer of 2011. 9) PFC initiated and received a contract for a full time case manager with the DCF for Century Correctional Institute. Twenty inmates will be assessed in this first year and family intervention has already begun in Pensacola with the support of Operation Fresh Start. At CCI, ten volunteers provide PFC curriculum such as Victim's Impact; Cage the Rage; Purpose Driven Life; Growing Strong in God's Family; Financial Planning and Group Therapy. 10) Sixty eight percent of clients who volunteer for PFC graduate and eighty five percent of the graduates have not re-offended. 11) All PFC clients who phased up from residential treatment are employed.

Project Summary (Scope of Work)

The PFC program houses 26 men in a residential Therapeutic Community setting. A T.C. is a place organized as a community in which all are expected to contribute to the shared goals of creating a social organization with healing properties. Clients are admitted into the T.C. every 12 weeks and the clients who are in the later phases mentor the new men as they arrive into the T.C.

To be eligible for services, potential clients complete a request to meet with the Admissions Specialist, who gives a detailed orientation to the program and what will be expected of the client. The potential client understands upon this first visit, that PFC is a faith-based program with a Christian emphasis. It is important to the PFC staff to mention that clients are not told how to believe, but are given material that can be a foundation for a personal relationship with God. We do not tell them how to believe but give them an opportunity to explore Christian spirituality. The client is visited several times by our court liaison and admission specialists. The potential client understands all of the rules and programs before they accept voluntarily to be court ordered to the 9-18 month program. If the client accepts the requirements of the program the client is court ordered to the program.

Clients understand from the interview process that each 12 week quarter, they can "phase up" if they have been a contributing member of the community, have completed homework assignments and not been given a "behavioral contract" for breaking cardinal rules. Clients understand that if they are not compliant, they will lose the privilege of moving to the next phase. The client will repeat the curriculum again and will have time to learn basic material that he did not focus on in the previous term.

Cognitive Behavioral based curriculum created for each 12 week phase:

- (1) Phase One-12 weeks and (2) Phase Two-12 weeks are considered residential treatment. Clients cannot leave the dorm and are working in the T.C. and taking classes from 6 a.m. to 10 p.m. These two phases are funded with RSAT dollars for Full time Program Manager and Part time Case Manager who oversee programming and client progress during this six month term.
- (3) Phase Three clients live in the dorm and take classes on Monday, Friday and Saturday but are outside the dorm providing community service on Tuesday, Wednesday and Thursdays.
- (4) Phase Four are comprised of men who work and/or go to school. They live in the dorm, but are considered "aftercare" and not funded by RSAT dollars.

Choices Curriculum-designed for inmate populations:

- Orientation (1)
- Rational Self Counseling (1)

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Recovery Maintenance (2)
Criminal Thinking (2)

Transition (3)

Institute for Basic Life Principles Curriculum: Anger Resolution (1)
Basic Life Principles (2)

Department of Education and Health-Smoking Cessation (1)
Pennington-Introduction to Centering Prayer (1)
Rick Warren-Purpose Driven Life (1)
Navigator Series-Growing Strong in God's Family, Col 2:7 (1)
Interpersonal Communications-Communication (2)
Eldridge-Wild at Heart (2)
Ken Sande-The Peacemaker (2)
Workforce Escarosa-Job Readiness (2)
Community Drug & Alcohol Commission: Parenting (2)
Office of Victims of Crime: Victim Impact (2)
United Way-Poverty Solutions-Finance (3)
Dr. Ruby Payne: Poverty Solutions-Getting Ahead (3)

Alcoholics Anonymous(1) (2) (3) (4)
Narcotics Anonymous(1) (2) (3) (4)
Most Excellent Way (1) (2) (3) (4)
Big Book Study (1) (2) (3) (4)
Family Forums (1) (2) (3) (4)

CBT core course material created specifically for PFC
Foundations for Success (1)
Grief (1)
Relapse Prevention/Family Therapy, Open Forum (1) (2) (3)(4)
Physical Training (1) (2) (3)
Pensacola State College ABE/GED (1) (2) (3)(4)
Community Service Projects (3)

Cognitive-Behavioral Clinical and Support Intervention
Case management (1) (2) (3) (4)
Employment assessment and placement (1) (2) (3)(4)
Family Therapy (1) (2) (3) (4)
Feelings Group Therapy (1) (2) (3) (4)
Individual Therapy (1) (2) (3) (4)

Phases 1, 2 and 3 receive intensive case management, individual counseling, family counseling and marriage counseling. Addictions and Recovery are daily themes for all phases as we provide Big Book Studies (12 Step work) and nightly A.A. and N.A. meetings in the facility.

The clinical team consists of the Executive Director, an LCSW; Dr. Larry Gilgun, clinical supervisor, a PhD Psychologist; Program Manager, an MSW; Case manager, a BSW; Recovery Specialist and 19 master's level counselor interns. All work closely with the case manager to create an individualized treatment plan and the entire team meets weekly, including the Probation Officer, to discuss progress with each client.

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Residential Substance Abuse Treatment

The Executive Director meets weekly with each counselor to review the clinical diagnosis and treatment plan, identifying the dimensions of change with each client. Clients are receiving clinical treatment and oversight from 7 a.m. till 10 p.m. seven days per week.

Before clients graduate from PFC they have been assessed for the following:

- Ø Birth certificates, Social Security cards and Florida picture I.D
- Ø Social Security Disability Applications (SOAR)
- Ø Food stamps application and/or nutritional counseling
- Ø Work Force training & Job placement
- Ø Veteran's Benefits
- Ø Education (GED or AA degrees) and Tutoring
- Ø Financial literacy training and assistance with credit counseling
- Ø Transportation (bus passes or information on how to regain license)
- Ø Behavioral health counseling
- Ø Felon Registration
- Ø Clothing
- Ø Furniture
- Ø Escambia Community Clinic (application for meds & physical exams)
- Ø Dental care (free Dental Clinic)
- Ø Probation Officer (meet and discuss plan)
- Ø Legal Clinic
- Ø NAMI: Family support through Nat'l Association of Mental Illness
- Ø AA & NA meetings for addictions support (Sponsor & New Friends)
- Ø Spiritual (provide A.A. program and sponsors and list of churches in area)
- Ø Food: referral to Operation Fresh Start, Washburn Center, etc.
- Ø Parenting classes
- Ø Family law issues or help with reuniting with children in the care of others
- Ø Registration for payment or modification of Child Support

Pathways For Change has had the support of the Escambia Board of County Commissioners, the Chief Judge, Circuit One as well as the Office of Community Corrections since our inception in 2005. Pathways For Change Staff understand that it is a privilege to be intricately involved in the life of a human being and we are grateful to the Florida Department of Law Enforcement, Residential Substance Abuse Treatment for this opportunity to serve.

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Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 0001 - Residential Substance Abuse Treatment

State Purpose Area: 0001 - Residential Substance Abuse Treatment

Activity Description

Activity: Therapeutic Community
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Community Corrections Program

Objectives and Measures

Objective: 1A - To report contractor and/or employed salary amounts prorated to include time spent in RSAT.

Measure: Part 1

Report contractor and/or employed salary amounts prorated to include time spent in RSAT during the grant period.

Goal: \$67,000

Objective: 1B - To report cost of additional residential material (special uniforms, classroom aids, pharmaceuticals, etc.)

Measure: Part 1

Report the cost of additional residential material (special uniforms, classroom aids, pharmaceuticals, etc.).

Goal: \$0.00

Objective: 1C - To report number of participants enrolled in the program (including drop-outs, terminations or removals).

Measure: Part 1

Report the number of participants enrolled in the program (including drop-outs, terminations or removals) during the grant period.

Goal: 20

Objective: 2A - To report number of days between program entry and exit for those completing the RSAT program during the reporting period.

Measure: Part 1

How many days will there be between program entry and exit for those completing the RSAT program during the grant period?

Goal: Clients enter PFC every three months and RSAT supports the "residential" portion of the program. The first six months (180 days) are considered

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

"locked down" and the most intense treatment phases. The following 90 days are highly monitored as clients perform community service and continue treatment on a part time basis.

Objective: 2B - To report number of offenders to successfully complete the residential program during the reporting period.

Measure: Part 1

How many participants will successfully complete the residential program during the grant period?

Goal: 20

Objective: 3A - To report number of RSAT participants at end of reporting period.

Measure: Part 1

Report the number of RSAT participants at end of each reporting period.

Goal: 20

Objective: 3B - To report number of RSAT participants at beginning of reporting period.

Measure: Part 1

To report the number of RSAT participants at beginning of each reporting period.

Goal: PFC will report the number of RSAT participants enrolled at the beginning of each quarterly reporting period.

Objective: 4A - To report number of RSAT participants who completed the program and passed drug testing.

Measure: Part 1

Report the total number of RSAT participants who completed the program and passed drug testing during the grant period.

Goal: PFC will report the number of residential participants each quarter and the results of weekly drug screens

Objective: 4B - To report number of RSAT participants who completed the program and passed drug testing during the reporting period.

Measure: Part 1

Report the number of RSAT participants who completed the program and passed drug testing during each reporting period.

Goal: PFC will report the number of men who complete Phases 1 and 2 and the results of their weekly drug screens

Objective: 5A - To report the number of RSAT participants.

Measure: Part 1

Report the number of RSAT participants during grant period.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

Goal: PFC will provide the number of adult men who enter the program and the number of men who complete the residential portion of the program (first 180 days of the program)

Objective: 6A - To report the total number of RSAT beds created as a result of the current award.

Measure: Part 1
Report the total number of RSAT beds created as a result of the current award.

Goal: PFC will report the number of RSAT beds for the current award period, which is 26 residential beds.

Objective: 6B - To report the total number of RSAT beds.

Measure: Part 1
Report the total number of RSAT beds available.

Goal: PFC will report the total number of RSAT beds available each quarter and each grant period.

Objective: 7A - To report number of beds funded with non-RSAT funds.

Measure: Part 1
Report number of beds funded with non-RSAT funds.

Goal: PFC will report the number of men who completed the RSAT period of the program (180 days) and the number of those men who successfully move into aftercare

Objective: 7B - To report total number of beds in facility.

Measure: Part 1
Report total number of beds in facility.

Goal: PFC will report the total number of beds in the facility (currently 300)

Objective: 8A - To report total number of residential service days.

Measure: Part 1
Report the total number of residential service days.

Goal: PFC will report the total number of residential service days (currently 180 days)

Objective: 8B - To report number of offenders to receive residential service (RSAT and non-RSAT).

Measure: Part 1
Report number of individuals to receive residential service (RSAT and non-RSAT).

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

Goal: PFC will report the number of men who will receive residential service, both RSAT and non-RSAT participants

Objective: 9A - To report the number of RSAT completions that remained drug-free during the residential program.

Measure: Part 1

Report the number of RSAT completions that remained drug-free during the residential program.

Goal: PFC will report the number of RSAT participants who completed the first 180 days fully drug free

Objective: 9B - To report the number of residential program completions who remained drug free.

Measure: Part 1

Report the number of residential program completions who remained drug free.

Goal: 20

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

Section Questions:

Question: What is the total number of beds (treatment and non-treatment) in the facility?

Answer: 300

Question: How many non RSAT-funded treatment beds are in this facility?

Answer: 274

Question: How many RSAT-funded treatment beds are in this facility?

Answer: 26

Question: How is aftercare treatment provided?

Answer: Pathways For Change is a 4 phase program. The first six months are considered "lock down" and are the main drug treatment phases. Phase 3 clients are required to complete 3 days of community service and 3 days of treatment groups/classes. Phase 4 is considered Aftercare and clients are allowed to move home while working and/or going to school. Phase 4 clients are required to return to the PFC dorm 5 nights per week for Recovery groups and classes and weekly drug screening.

Question: What is the anticipated number of RSAT program completions during each quarterly reporting period?

Answer: 5

Question: What goals do you plan to accomplish during the subgrant period?

Answer: PFC will continue serving clients in a Therapeutic Community, providing a new way of thinking and living. A highly structured setting and peer support will provide accountability for actions. Twenty core courses will teach communication and parenting skills, basic budgeting, anger management, spiritual development, educational and vocational opportunities and family therapy. Goals are to include an Alumni program that will allow PFC graduates and their family members a safe place to continue their recovery.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$50,000.00	\$17,000.00	\$67,000.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$50,000.00	\$17,000.00	\$67,000.00
Percentage	74.6268	25.3731	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

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Residential Substance Abuse Treatment

Section 4: Financial (cont.)

Budget Narrative:

Contractual Services

Services provided solely for male inmate residential program.

CONTRACTUAL SERVICES INCLUDE:

One (1) FT Program Manager -\$50,000.

One (1) PT Case Manager -\$17,000.

The Program Manager and Case Manager are not County employees. They are contracted to provide services to Pathways For Change.

Total \$67,000 toward salaries and benefits.

The \$17,000 cash match is provided by Mr. Chan Cox, founder of the Destin Charity Wine Auction Foundation and The Clinton Cox Foundation, in the name of his deceased son who fought a drug addiction for many years. The monies have been approved and set aside for billing each month. The County will invoice the DCWAF each month for that portion of the payment.

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Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4: Financial

Section Questions:

Question: Identify specific sources of matching funds.

Answer: The Clinton Cox Memorial Fund and Destin Charity Wine Auction Foundation. Clinton Cox died of a drug overdose in 2008 and his father has supported the PFC program for past two years. The CCF will provide support letter stating commitment to cash match.

Question: Indicate the Operating Capital Outlay (OCO) dollar threshold established by the subgrantee.

Answer: 1000

Question: Are indirect costs included in the budget? If so, has a copy of the subgrantee's Indirect Cost Plan approved by the cognizant federal agency, been submitted to the OCJG?

Answer: no

Question: If a contract for contractual services will be executed by the subgrantee, has a copy been received by the OCJG?

Answer: Copy on file with OCJG

Question: If salaries and benefits are included in the budget, is there a net increase in personnel?

Answer: No

Question: Will the project earn Program Generated Income?

Answer: No

Question: Will the applicant be requesting an advance of federal funds?

Answer: No

Florida Department of Law Enforcement
Residential Substance Abuse Treatment Program

Section 5: Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section and will become binding upon approval of this subgrant. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed.

All persons involved in or having administrative responsibility for the subgrant must read these conditions. This section must be returned as part of the completed application.

Definitions:

"OCJG", unless otherwise stated, refers to the Florida Department of Law Enforcement, Office of Criminal Justice Grants.

"Recipient" refers to the governing body of a county that performs criminal justice functions as determined by the U.S. Secretary of the Interior, and includes an "Implementing Agency" which is a subordinate agency of a county or an agency under the direction of an elected official (for example, Sheriff).

1. Reports

A. Project Progress Reports:

Regardless of whether project activities occur or not, the recipient must submit Quarterly Project Progress Reports to the Office of Criminal Justice Grants (OCJG) by February 1, May 1, August 1, and November 1 covering subgrant activities occurring during the previous calendar quarter. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Progress Reports shall be submitted.

B. Financial Reports:

1. The recipient shall have the choice of submitting either Monthly or Quarterly Reimbursement Requests to the OCJG. All Reimbursement Requests are due thirty-one (31) days after the end of the reporting period. A final Reimbursement Request and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to the OCJG within forty-five (45) days of the subgrant end date. Such Reimbursement Requests shall be distinctly identified as "final".
2. Regardless of whether costs are incurred or not, all claims for reimbursement of recipient costs shall be submitted on the Reimbursement Request forms prescribed and provided by the OCJG. A recipient shall submit either monthly or quarterly reimbursement requests in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.
3. Before the "final" Reimbursement Request will be processed, the recipient must submit to the OCJG all outstanding project performance reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
4. The recipient shall submit Quarterly Project Generated Income Reports to the OCJG by February 1, May 1, August 1, and November 1, covering subgrant project generated income and expenditures occurring during the previous quarter.

C. Other Reports:

The recipient shall submit other reports as may be reasonably required by the OCJG.

2. Fiscal Control and Fund Accounting Procedures

- ~~A. The recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All~~

Florida Department of Law Enforcement

Residential Substance Abuse Treatment Program

funds spent on this project shall be disbursed according to provisions of the project budget as approved by the OCJG.

B. All expenditures and cost accounting of funds shall conform to the requirements of the Office of Justice Programs' *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and those specified in the federal Office of Management and Budget (OMB) *Circulars A-21, A-87, A-110 or A-102*, as applicable, in their entirety.

C. All funds not spent according to this agreement shall be subject to repayment by the recipient.

3. Compliance with "Consultant's Competitive Negotiation Act"

The recipient, when applicable, agrees to satisfy all requirements provided in Section 287.055, F.S., known as the "Consultant's Competitive Negotiation Act".

4. Approval of Consultant Contracts

The OCJG shall review and approve in writing all consultant contracts prior to employment of a consultant. Approval shall be based upon the contract's compliance with requirements found in the Office of Justice Programs' *Financial Guide* and in applicable state statutes. OCJG approval of the recipient agreement does not constitute approval of consultant contracts.

5. Allowable Costs

Allowance for costs incurred under the subgrant shall be determined according to "*General Principles of Allowability and Standards for Selected Cost Items*" set forth in the Office of Justice Program's *Financial Guide* and federal OMB's *Circular No. A-87, "Cost Principles for State and Local Governments"*, or OMB's *Circular No. A-21, "Cost Principles for Educational Institutions"*.

All procedures employed in the use of federal funds to procure services, supplies or equipment, shall be according to U.S. OMB's *Common Rule for State and Local Governments*, or OMB *Circular No. A-110 or A-102 as applicable* and Florida Law to be eligible for reimbursement.

6. Delegation of Signature Authority

When a chief officer or elected official of a subgrant recipient designates some other staff person signature authority that chief officer or elected official must submit a letter or resolution indicating the staff person given signature authority to the OCJG. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority.

7. Personnel Changes

In the event of a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the OCJG must be notified in writing with documentation to include appropriate signatures.

8. Travel and Training

A. All travel reimbursement for out-of-state or out-of-grant-specified work area shall be based upon written approval of the OCJG prior to commencement of actual travel. Recipients shall obtain written approval from the OCJG for reimbursement of training costs and related travel prior to commencement of training, if the specific training was not listed in the approved budget.

B. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, F.S.

Florida Department of Law Enforcement

Residential Substance Abuse Treatment Program

- C. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, F.S.

9. Written Approval of Changes in this Approved Agreement

Subgrantees must provide written requests signed by the Chief Official, of any significant changes to the subgrant. OCGJ approval of any grant amendment request must be received prior to the incorporation of said amendment. These include, but are not limited to: Changes in project activities, designs or research plans set forth in the approved agreement, Budget deviations that do *not* meet the following criterion. That is, a recipient may transfer funds between budget categories as long as the total amount of transfer does *not* exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget line item; or,

- A. Transfers of funds above the ten (10) percent cap shall be made only if the Department approves a revised budget.
- B. Under no circumstances can transfers of funds increase the total budgeted award. Transfers do not allow for increasing the quantitative number of items documented in any approved budget line item. (For example, equipment items in Operating Capital Outlay or Expense categories or staff positions in the Salaries and Benefits category.)

10. Reimbursement Subject to Available Funds

The obligation of the State of Florida to reimburse recipients for incurred costs is subject to the availability of federal funds authorized under the Residential Substance Abuse Treatment for State Prisoners Formula Grant Program.

11. Procedures for Reimbursement Request

All requests for reimbursement of recipient costs shall be submitted on the form prescribed and provided by the Department. A recipient shall submit reimbursement requests on a monthly or quarterly basis, as specified in order to report project costs incurred during the specified reporting period. All requests for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.

12. Advance Funding

Advance funding is authorized up to twenty-five (25) percent of the federal award for each project according to Section 216.181(15)(b), F.S. and the Office of Justice Programs' *Financial Guide*. Advance funding shall be provided to a recipient upon a written request to the Department justifying the need for such funds.

13. Commencement of Project

If a project has not begun within sixty (60) days after acceptance of the subgrant award, the recipient shall send a letter to the OCJG requesting approval of a new project starting date. The letter must outline steps to initiate the project, explain reasons for delay, and specify an anticipated project starting date.

If a project has not begun within ninety (90) days after acceptance of the subgrant award, the recipient shall send another letter to the OCJG, again explaining reasons for delay and requesting approval of a revised project starting date.

Upon receipt of the ninety (90) day letter, the OCJG shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other projects approved by the Department. ~~If warranted by extenuating circumstances, the Department may extend the starting date of the project beyond the ninety (90) day period, but only~~

Florida Department of Law Enforcement

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by execution of a formal written amendment to this agreement.

14. Extension of a Contract for Contractual Services

Extension of a contract for contractual services between the subgrantee and a contractor (which includes all project budget categories) shall be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract. Only one extension of the contract shall be acceptable, unless failure to complete the contract is due to events beyond the control of the contractor.

15. Excusable Delays

Except with respect to defaults of consultants, the recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the recipient. Such causes include but are not limited to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform shall be beyond the control and without the fault or negligence of the recipient.

If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of recipient and consultant, and without fault or negligence of either of them, the recipient shall not be deemed in default, unless:

- A. Supplies or services to be furnished by the consultant were obtainable from other sources,
 - B. The Department ordered the recipient in writing to procure such supplies or services from other sources, and
 - C. The recipient failed to reasonably comply with such order.
- Upon request of the recipient, the OCJG shall ascertain the facts and the extent of such failure, and if the OCJG determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

16. Obligation of Recipient Funds

Recipient funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the grant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the recipient's project are eligible for reimbursement. A cost is incurred when the recipient's employee or consultant performs required services, or when the recipient receives goods, notwithstanding the date of order.

17. Program Income (also known as Project Generated Income)

The term "program income" or "project generated income" means the gross income earned by the recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the Office of Justice Programs' *Financial Guide* and the U.S. Department of Justice's *Common Rule for State and Local Governments*.

18. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the recipient, the recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination or suspension of the agreement in whole or in part. In such event, the Department shall notify the recipient of its decision *thirty (30) days* in advance of the effective date of such sanction. The recipient shall be

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paid only for those services satisfactorily performed prior to the effective date of such sanction.

19. Retention of Records

The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the project completion as provided by the Florida Department of State, General Schedule for Local Government GS1-L, and be available for audit and public disclosure upon request of duly authorized persons.

20. Access To Records

The Florida Department of Law Enforcement, Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient, Implementing Agency and contractors for the purpose of audit and examination according to the Office of Justice Program's *Financial Guide*.

The Department reserves the right to unilaterally terminate this agreement if the recipient, Implementing Agency or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

21. Audit

- A. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB's *Circular A-133* and other applicable federal law. The contract for this agreement shall be identified with the subject audit in *The Schedule of Federal Financial Assistance*. The contract shall be identified as federal funds passed-through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit which meets the requirements of *Chapters 11.45 and 215.97, Florida Statutes*; and, *Chapters 10.550 and 10.600, Rules of the Florida Auditor General*.
- B. A complete audit report which covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to *all* findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- C. The subgrant recipient shall have all audits completed by an independent public accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- D. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- E. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of *OMB Circular A-133* for that fiscal year. In this case, written notification shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to OCJG no later than March 1 following the end of the fiscal year.

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- F. If this agreement is closed out without an audit, the Department reserves the right to recover any

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disallowed costs identified in an audit completed after such closeout.

G. The completed audit reports should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

22. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Program's *Financial Guide* and the federal OMB *Circular A-110 or A-102, as applicable*.

23. Property Accountability

The recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.

The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs' *Financial Guide* and the federal OMB *Circular A-110 or A-102, as applicable*. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

24. Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

If the recipient appeals the Department's decision, it also shall be made in writing within twenty-one (21) calendar days to the Department's agency clerk. The recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Chapters 28-5 and 9-5, F.A.C. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

25. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Bureau, of the U.S. Department of Justice's Bureau of Justice Assistance or both have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

26. Publication or Printing of Reports

The recipient shall submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

~~"This project was supported by Grant No. 2001-RT-BX-0044 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this Section 5 Page 6~~

Revised July 22, 2009

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document are those of the author and do not necessarily represent the official position of policies of the U.S. Department of Justice."

27. Equal Employment Opportunity (EEO)

- A. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- B. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- C. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- D. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- E. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- F. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

28. Payment Contingent on Appropriation

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.

29. Certifications Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification

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requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

A. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

1. The applicant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
1. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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C. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

If a state agency, the recipient agrees to comply with Section 319 of Public Law 101-121 set forth in "New Restrictions on Lobbying; Interim Final Rule," published in the February 26, 1990, Federal Register. Each person shall file the most current edition of this Certification And Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- D. No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- E. If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
- F. The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all recipients shall certify and disclose accordingly.

30. State Restrictions on Lobbying

In addition to the provisions contained herein, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

31. Project Closeout

Project funds which have been properly obligated by the end of the subgrant funding period will have forty-five (45) days in which to be liquidated (expended). Any funds not liquidated at the end of the 45-day period will lapse and revert to the Department. A subgrant-funded project will not be closed out until the recipient has satisfied all closeout requirements in one final subgrant closeout package.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Florida Department of Law Enforcement", and mailed directly to the Department at the following address:

Florida Department of Law
Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

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Residential Substance Abuse Treatment Program

32. Background Check

It is strongly recommended that all programs targeting juveniles, implemented by other than a sworn law enforcement officer or program licensed by the Department of Children and Family Services, conduct background checks on all personnel providing direct services.

33. Purchase of American-Made Equipment and Products

To the greatest extent practicable, all equipment and products purchased with program funds should be American-made.

34. Eligibility for Employment in the United States

The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324A(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

35. National Environmental Policy Act (NEPA)

- A.** The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,
1. New construction;
 2. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 3. A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
 4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- B.** For any of a subgrantee's existing programs or activities that will be funded by these subgrant, the subgrantee, upon specific request from the Department and the Bureau of Justice Assistance (BJA), agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

36. Assurance of Political Activities Limitations

The subgrantee assures that it will comply with provisions of Federal law which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or part by Federal grants (5USC 1501, et seq.)

A. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the FDLE of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

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B. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

C. National Historic Preservation Act

The subgrantee will assist the FDLE in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the FDLE of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

37. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibit the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

38. "Pay to Stay"

The subrecipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. The subrecipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.

39. If a Governmental Entity:

it will comply with the requirements of the Uniform Relocation Assistance and Real property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

40. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

41. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. ~~Such violation by the subgrant recipient of the employment provisions contained in Section~~

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274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

42. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

43. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

44. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

CERTIFICATION FORM

Recipient Name and Address: Escambia County Board of County Commissioners

Grant Title: RSAT Grant Number: 2010-RSAT-64 Award Amount: 50,000

Contact Person Name and Title: Deb Armenti, Grants Coordinator Phone Number: (850)595-4914

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete either Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all the boxes that apply.

- | | | | |
|--------------------------|---|--------------------------|--|
| <input type="checkbox"/> | Recipient has less than 50 employees, | <input type="checkbox"/> | Recipient is an Indian tribe, |
| <input type="checkbox"/> | Recipient is a non-profit organization, | <input type="checkbox"/> | Recipient is an educational institution, or |
| <input type="checkbox"/> | Recipient is a medical institution, | <input type="checkbox"/> | Recipient is receiving an award less than \$25,000 |

I, Grover Robinson, IV [responsible official], certify that Escambia County [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that Escambia County [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Grover Robinson, IV, Escambia County Commission Chairperson

Print or type Name and Title	Signature	Date
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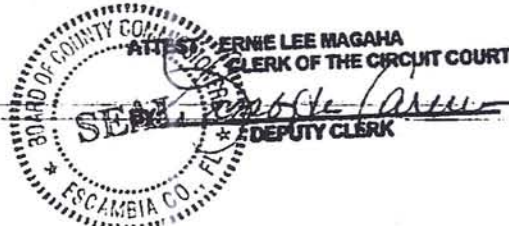
Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Grover Robinson, IV [responsible official], certify that the Escambia County County Board of Commissioner's Office [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, et seq., subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: County Commissioner's [organization], at 221 Palafox Place, Pensacola Florida 32502 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Grover Robinson, IV, Escambia County Commission Chairperson

Print or type Name and Title	Signature	Date
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CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

**Florida Department of Law Enforcement
Residential Substance Abuse Treatment Program**

**Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,
OFFICE OF THE COMPTROLLER**

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

**Florida Department of Law Enforcement
Residential Substance Abuse Treatment Program**

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check here if the State has elected to complete OJP Form 406177.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and


B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

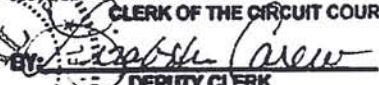
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Escambia County Board of County Commissioners

2. Project Name: RSAT Male Group

3. Typed Name and Title of Authorized Representative: Grover Robinson, IV Escam County Comm Chair

4. Signature:  5. Date: 6/1/10

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
BY: 
DEPUTY CLERK

DESTIN
CHARITY WINE AUCTION
FOUNDATION



May 28, 2010

Connie Bookman, Executive Director
Pathways For Change
1211 West Fairfield Drive
Pensacola, FL 32501

Dear Mrs. Bookman,

This letter verifies that the Destín Charity Wine Auction Foundation has committed \$17,000 from its Clinton Cox Memorial Fund to Pathways For Change, to facilitate your possible award of the Residential Substance Abuse Treatment (RSAT) grant.

With an eighty five percent success rate, Pathways For Change is making a difference in the lives of the men in treatment and our community. Thank you for your work.

Sincerely,



Todd Vucovich
Executive Director



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 14.

County Administrator's Report

Date: 02/03/2011
Issue: Reallocation of Fiscal Year 2010/2011 Capital Improvement Funds
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reallocation of Fiscal Year 2010-2011 Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board approve the reallocation of funds totaling \$4,365,860, from Fiscal Year 2010/2011 Capital Improvement Program to projects listed in Attachment "A". Various issues have hindered progress and affected the ability to construct some projects as previously scheduled, so staff is requesting the Board's approval to reallocate funds, so that we can move forward with projects that are currently in progress or are ready for design/construction.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107]

BACKGROUND:

The table shown in Attachment "A" provides a list of the construction projects, by District, which will be affected by the reallocation of funds. Various issues have hindered progress and affected the ability to construct some projects as previously scheduled. Staff requests the Board's approval in order to move forward with projects that are currently in progress or are ready for design/construction.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352 "Local Option Sales Tax III", Account 210107.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Engineering staff will implement changes upon Board approval.

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Reallocation of Funds

Reallocation of Transportation & Drainage LOST III Funds: Table A

FROM			TO			
Dist	Type	Existing Project	New Type	New Project	New Project Description	\$ Amt
1	Drainage	Tracy/Ogden	Drainage	Barefoot Estates	Construct pond modifications	\$ 435,108
1	Drainage	LiFair Drainage	Drainage	Bartow Avenue Drainage	Roadway reconstruction and drainage improvements	\$ 632,000
1	Drainage	LiFair Drainage	Drainage	Choctaw Drainage	Construct ditch to alleviate drainage problems	\$ 200,000
					Total District 1	\$ 1,267,108
2	Drainage	Elsa Avenue Drainage	Drainage	Beach Haven	Design plan for drainage improvements in area	\$ 466,251
2	Drainage	Lake Charlene	Drainage	Coral Creek Drainage	Construct Phase 2 drainage improvements	\$ 632,501
					Total District 2	\$ 1,098,752
5	Drainage	Muscogee Road	Drainage	Greenbrier	Upgrade drainage structures in area	\$ 250,000
5	Drainage	Muscogee Road	Transportation	Highway 297A - Pine Forest to Sandicrest	Additional funding for roadway and drainage improvements	\$ 1,000,000
5	Drainage	Muscogee Road	Transportation	Highway 297A - Sandicrest to kingsfield	Additional funding for roadway and drainage improvements	\$ 750,000
					Total District 5	\$ 2,000,000
					Grand Total	\$ 4,365,860



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 15.

County Administrator's Report

Date: 02/03/2011
Issue: Acquisition of Property for Drainage Improvements in the Greenbrier Boulevard Drainage Area
From: Joy D. Blackmon, P.E., Bureau Chief
Organization: Public Works-Infrastructure Branch
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property, by Donation, for Drainage Improvements in the Greenbrier Boulevard Drainage Area - Joy D. Blackmon, P.E., Bureau Chief

That the Board take the following action concerning acquisition of property, by donation, for drainage improvements in the Greenbrier Boulevard Drainage Area:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with the acquisition of property, by donation, for drainage improvements in the Greenbrier Boulevard Drainage Area, and to gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;
- B. Authorize the payment of documentary stamps because the property is being acquired for governmental use, which is for drainage Easements, and the County benefits from these acquisitions because they facilitate the installation of drainage improvements, which will result in a more efficient and safe roadway, enhancing the quality of life for the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the acquisition of these properties, which includes, but is not limited to, a title search, documentary stamp tax and recording of documents; and
- D. Authorize staff to prepare and the Chairman or Vice Chairman to accept the drainage Easements as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time, subject to Legal review and sign-off.

[Funding Source: Fund 352, LOST III, Account 210107/56301, Project #11EN0955

"Greenbrier"]

BACKGROUND:

The County has a project in design to improve the stormwater drainage in the Greenbrier Boulevard / Scenic Hills Golf Course area. The County has existing easements in this area, but the existing structures are inadequate and in some areas the structures are outside the existing easement area. The existing structures will be incorporated in the design to expand the easement area and to maintain/modify the existing structures. Completion of this the drainage project will require that the County obtain additional drainage easements from adjacent property owners. Board approval is required to authorize Staff to proceed with the acquisitions, by donation, and for the Board's acceptance of the acquired easements.

BUDGETARY IMPACT:

Funds for incidental expenses associated with these projects are available in Fund 352 LOST III, Account 210107/ 56301, Project #11EN0955 "Greenbrier".

LEGAL CONSIDERATIONS/SIGN-OFF:

Deed and Easement forms to be used in the acquisition process have been previously approved by the County Attorney's Office.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval to start the acquisition process, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Once Board approval is granted, staff will proceed with the acquisition of required road rights-of-way and easements associated with this project.

Attachments

Map

ACQUISITION OF PROPERTY FOR DRAINAGE IMPROVEMENTS IN THE GREENBRIER BOULEVARD DRAINAGE AREA



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

JCC 01/12/11 DISTRICT 5



Proposed Acquisition/Drainage Improvement Area



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Discussion Item #: 1.

County Administrator's Report

Date: 02/03/2011
Issue: Modification of Payroll Procedures
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning County Payroll Procedures - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve changing the County payroll procedures to reflect an employee's choice of payment by either direct deposit or the Bank of America Payroll Debit Card Program. This will result in no further need to print or distribute paychecks or direct deposit vouchers.

BACKGROUND:

The Clerk of the Court and County staff are continuously searching for methods to automate processes and reduce costs. The change to the payroll procedures to offer two choices in receiving earnings of direct deposit to the employees' bank account or the Bank of America Payroll Debit Card Program will accomplish both. All activity fees (one per pay period) for the Payroll Debit Card Program have been waived by Bank of America and the initial setup charge will be paid by the Clerk's office; consequently, the employees will not incur any expense for the program. New employees will be required to use direct deposit.

We would like to thank Lisa Bernau and Patty Sheldon, with the Clerk's office, for making this change possible.

BUDGETARY IMPACT:

This change in procedure will save all parties a substantial amount of staff time and expense; however, the exact amount has not been determined.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Clerk of the Court has had their legal counsel sign off on this recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The ATU and PBA have acknowledged and cooperated in the implementation of this change. We would like to thank them for their participation.

IMPLEMENTATION/COORDINATION:

The implementation date is April 1, 2011.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Discussion Item #: 2.

County Administrator's Report

Date: 02/03/2011
Issue: Resolution to Adopt a Development Services Policy Entitled "72-Hours Or Its Free"
From: T. Lloyd Kerr, AICP
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution to Adopt Development Services Policy Entitled "72-Hours or It's Free" - T. Lloyd Kerr, AICP, Development Services Bureau Chief

That the Board adopt a Resolution to establish a Development Services Policy entitled "72-Hours or It's Free" that will provide timely and responsive service for the citizens in regard to Building Permitting Procedures, and providing an effective date.

BACKGROUND:

County Staff has committed to providing timely and responsive service to Escambia County citizens through the policy "72-Hours or It's Free" (three business days). This Policy will promote the expeditious and efficient approval of properly-completed Building Permit Applications for new Single-Family Dwellings within a Platted Sub-division with a Plat Book and Page Number as established by Escambia County Resolution R2003-93 permit fees and shall remain applicable to any new or revised fees for the same permit established through a subsequent resolution and fee schedule unless otherwise directed by the Board of County Commissioners.

This Resolution will continue to promote the public health, safety and welfare of the citizens of Escambia County.

BUDGETARY IMPACT:

There are no budgetary impacts anticipated as part of this Resolution.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign-off by Ryan E. Ross was approved on January 27, 2011.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commission action is required for providing an effective date.

IMPLEMENTATION/COORDINATION:

No implementation required.

No coordination required.

Attachments

Resolution

RESOLUTION NUMBER R2011-_____

A RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT A DEVELOPMENT SERVICES POLICY ENTITLED "72-HOURS OR ITS FREE" TO PROVIDE TIMELY AND RESPONSIVE SERVICE FOR THE CITIZENS IN REGARDS TO BUILDING PERMITTING PROCEDURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Escambia County Building Inspections Division has established procedures in place for the acceptance of accurate and complete Building Permit Applications, more particularly described as Document Sufficiency Checklists and pre-approvals for Planning & Zoning land use, wetlands, zoning, variances and multiple Plan Reviews before the Building Permit Application is accepted and assigned a Building Permit Application Number; and

WHEREAS, the Development Services Bureau and Escambia County Building Inspections Division, through its Board of County Commissioners, has committed to providing timely and responsive service to Escambia County citizens through the policy "72-Hours or It's Free" (three business days); and

WHEREAS, because this policy will promote the expeditious and efficient approval of properly-completed Building Permit Applications, the Board of County Commissioners finds that this policy advances the public health, safety, and welfare.

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

Section 1. The above recitals are true and correct and incorporated herein by reference in the body of this Resolution.

Section 2. The Escambia County Development Services Bureau and Building Inspections Division hereby commit to responding to customer permit issues related to new Single Family Dwelling Building Permit Applications within a Platted Sub-division with a Plat Book and Page Number within 72-hours (three business days) of assigning the Building Permit Application Number or shall make verified contact with the customer notifying the customer of corrections and/or revisions needed for approval.

Section 3. The Escambia County Board of County Commissioners, the Escambia County Development Services Bureau, and the Building Inspections Division

understand, agree and support the policy that if a customer fails to receive either a permit or a response from county personnel within the 72-hour timeframe, the entire costs of that building permit is "free." However, this waiver does not apply to any fees that may become due or owing after the permit is issued to the customer.

Section 4. This policy is applicable to the permit fees for new Single-Family Dwellings within a Platted Sub-division with a Plat Book and Page Number as established by Escambia County Resolution R2003-93 permit fees and shall remain applicable to any new or revised fees for the same permit established through a subsequent resolution and fee schedule unless otherwise directed by the Board of County Commissioners.

Section 5. This Resolution shall become effective upon the date adopted by the Board of County Commissioners.

ADOPTED by the Escambia County Board of County Commissioners on the _____ day of _____, 2011.

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

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency

By: _____

Title: ASST. COUNTY ATTORNEY

Date: JAN. 27, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Discussion Item #: 3.

County Administrator's Report

Date: 02/03/2011
Issue: Revenue Settlement with BP for Fiscal Year 2010
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Revenue Settlement with BP for Revenues Lost in Fiscal Year 2010 as a Result of the Deepwater Horizon Oil Spill - Amy Lovoy, Management & Budget Services Bureau Chief

That the Board take the following action concerning the Settlement with BP for revenues lost in Fiscal Year 2010:

- A. Approve a settlement with BP for revenues lost in Fiscal Year 2010 as a result of the Deepwater Horizon Oil Spill as shown in the backup; and
- B. Approve a release with BP for these revenues subject to Legal sign-off.

BACKGROUND:

The Gulf Oilspill caused Escambia County to lose revenues throughout the course of fiscal year 2010. This recommendation will authorize the County to settle with BP for the attached revenues and to release BP from future claims as it relates to these revenues. This release will only include the revenues listed in the attached documentation and only for fiscal year 2010.

BUDGETARY IMPACT:

This action will result in revenues of \$2,027,441.

LEGAL CONSIDERATIONS/SIGN-OFF:

The subsequent release will be subject to legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lost Revenues to BP

Lost Revenue Recap
Escambia County, Florida

Title	Amount
Tourist Development Tax	\$614,893
Bob Sikes Toll Bridge	239,163
Local Option Sales Tax	923,522
Local Option Gas Tax	37,382
9th Cent Gas Tax	8,690
Electric Franchise Fee	15,711
Natural Gas Franchise Fee	28,332
Tipping Fees	159,747
Total	<u>\$2,027,441</u>

**ESCAMBIA COUNTY OFFICE OF MANAGEMENT AND BUDGET
REVENUE CYCLES-TOURIST PROMOTION TAX**

Claim # 6866 124 528330
 Tax ID # 59600598
 Jurisdiction Escambia County, Florida
 Collection Method: Collected monthly and locally. Remitters have until the 20th of a month to remit the previous month's taxes.

MONTH	FY 2008	FY 2009	FY 2010	Growth	Lost Revenue
OCTOBER	\$384,103	\$369,926	\$366,536		
NOVEMBER	318,121	308,481	317,897		
DECEMBER	274,940	247,156	285,967		
JANUARY	218,220	226,312	219,667		
FEBRUARY	240,925	235,697	229,180		
MARCH	303,149	286,841	268,631		
APRIL	458,868	396,260	440,348		
MAY	404,960	451,024	478,495	8.45%	
JUNE	633,151	516,684	556,380	8.45%	3,942
JULY	807,652	798,223	681,237	8.45%	184,401
AUGUST	916,736	952,160	713,340	8.45%	319,237
SEPTEMBER	563,335	543,233	481,799	8.45%	107,314

Total Lost Revenue \$614,893

**ESCAMBIA COUNTY OFFICE OF MANAGEMENT AND BUDGET
REVENUE CYCLES-BOB SIKES TOLL BRIDGE**

Claim # 6866 124 528330
 Tax ID # 59600598
 Jurisdiction Escambia County, Florida
 Collection Method: \$1.00 per vehicle bridge toll on the Bob Sikes Bridge. \$50 annual pass. \$70 annual commercial vehicle pass. The Bob Sikes Bridge is the only roadway onto Santa Rosa Island and Pensacola Beach from Escambia County. Santa Rosal Island sits on the Gulf of Mexico and is a primary tourist destination.

MONTH	FY 2009	FY 2010	Growth	Lost Revenue
OCTOBER	\$152,458.50	\$163,770.96		
NOVEMBER	154,098.00	160,596.95		
DECEMBER	278,494.26	250,570.80		
JANUARY	213,929.29	247,583.76		
FEBRUARY	184,495.06	153,942.42		
MARCH	255,052.80	257,055.55		
APRIL	261,106.01	304,872.26	8.87%	
MAY	310,493.46	303,273.13	8.87%	34,753
JUNE	344,282.95	304,083.58	8.87%	70,728
JULY	354,023.55	305,382.69	8.87%	80,033
AUGUST	259,772.57	229,157.76	8.87%	53,649
SEPTEMBER	194,612.12	222,213.42	8.87%	
Total Lost Revenue				\$239,163

**ESCAMBIA COUNTY OFFICE OF MANAGEMENT AND BUDGET
REVENUE CYCLES-LOCAL OPTION SALES TAX**

Claim # 6866 124 528330
 Tax ID # 59600598
 Jurisdiction Escambia County, Florida
 Collection Method: Levied locally but collected by the State Department of Revenue and remitted back to the County.

MONTH	FY 2009	FY 2010	Growth	Lost Revenue
OCTOBER	2,342,224.50	2,296,879.51		
NOVEMBER	2,484,729.78	2,268,348.88		
DECEMBER	3,089,926.82	2,952,178.25		
JANUARY	2,521,395.90	2,566,221.39		
FEBRUARY	2,117,326.25	2,086,483.32		
MARCH	2,962,374.68	2,888,232.35		
APRIL	2,308,243.04	2,561,367.21		
MAY	2,382,207.08	2,429,978.52	6.42%	105,049
JUNE	3,103,851.64	3,092,106.23	6.42%	210,860
JULY	2,594,033.79	2,623,341.02	6.42%	137,102
AUGUST	2,637,747.17	2,520,301.69	6.42%	286,659
SEPTEMBER	2,998,370.64	3,006,865.27	6.42%	183,853
Total Lost Revenue				\$923,522

**ESCAMBIA COUNTY OFFICE OF MANAGEMENT AND BUDGET
REVENUE CYCLES-LOCAL OPTION GAS TAX**

Claim # 6866 124 528330
 Tax ID # 59600598
 Jurisdiction Escambia County, Florida
 Collection Method: Levied locally but collected by the State Department of Revenue and remitted back to the County.

MONTH	FY 2008	FY 2009	FY 2010	Growth	Lost Revenue
OCTOBER	598,463.67	589,025.33	578,470.79		
NOVEMBER	792,775.66	554,386.94	630,106.13		
DECEMBER	412,446.02	542,091.05	533,205.21		
JANUARY	547,470.08	637,099.35	564,256.79		
FEBRUARY	587,688.26	551,742.88	493,606.57		
MARCH	607,991.49	530,154.98	538,961.43		
APRIL	642,305.11	599,124.41	625,404.83		
MAY	574,608.69	639,240.03	590,012.46	-1.85%	37,382
JUNE	604,470.20	613,826.05	690,735.89		
JULY	618,984.33	630,921.46	658,434.88		
AUGUST	663,371.76	612,280.55	608,941.84		
SEPTEMBER	534,006.07	652,833.27	660,959.46		
Total Lost Revenue					\$37,382

**ESCAMBIA COUNTY OFFICE OF MANAGEMENT AND BUDGET
REVENUE CYCLES-LOCAL OPTION 9th CENT GAS TAX**

Claim # 6866 124 528330
 Tax ID # 59600598
 Jurisdiction Escambia County, Florida
 Collection Method: Levied locally but collected by the State Department of Revenue and remitted back to the County.

MONTH	FY 2008	FY 2009	FY 2010	Growth	Lost Revenue
OCTOBER	132,919.22	130,352.92	127,779.60		
NOVEMBER	176,173.07	123,690.88	139,761.97		
DECEMBER	92,071.76	120,289.93	118,120.16		
JANUARY	121,890.27	141,641.94	125,264.67		
FEBRUARY	131,235.43	123,547.38	109,914.64		
MARCH	135,474.34	118,069.85	119,981.44		
APRIL	142,814.57	132,933.84	138,606.01		
MAY	128,090.40	142,940.97	131,006.25	-2.27%	8,690
JUNE	135,318.42	136,775.98	153,439.60		
JULY	136,981.66	139,327.22	145,478.82		
AUGUST	147,782.93	135,642.54	135,775.66		
SEPTEMBER	113,482.52	145,333.72	146,726.49		
Total Lost Revenue					\$8,690

**ESCAMBIA COUNTY OFFICE OF MANAGEMENT AND BUDGET
REVENUE CYCLES-ELECTRIC FRANCHISE FEE**

Claim # 6866 124 528330
 Tax ID # 59600598
 Jurisdiction Escambia County, Florida
 Collection Method: Collected monthly and locally. Remitters have until the 20th of a month to remit the previous month's taxes.

MONTH	FY 2008	FY 2009	FY 2010	Growth	Lost Revenue
OCTOBER	865,056.31	868,410.92	868,850.49		
NOVEMBER	694,929.99	720,884.98	680,241.69		
DECEMBER	735,611.86	826,914.35	774,281.06		
JANUARY	835,416.02	826,302.18	909,623.60		
FEBRUARY	808,952.06	837,392.04	862,528.61		
MARCH	715,837.58	755,508.55	814,229.79		
APRIL	701,903.63	696,712.97	692,544.89		
MAY	721,338.28	782,641.49	744,598.74	-2.85%	15,711
JUNE	924,286.79	901,208.43	905,869.57		
JULY	964,906.47	1,022,065.09	974,636.66		
AUGUST	978,576.39	969,952.91	991,697.16		
SEPTEMBER	1,013,702.20	916,218.06	958,034.45		
Total Lost Revenue					\$15,711

**ESCAMBIA COUNTY OFFICE OF MANAGEMENT AND BUDGET
REVENUE CYCLES- GAS FRANCHISE FEE**

Claim # 6866 124 528330
 Tax ID # 59600598
 Jurisdiction Escambia County, Florida
 Collection Method: Collected monthly and locally. Remitters have until the 20th of a month to remit the previous month's taxes.

MONTH	FY 2009	FY 2010	Growth	Lost Revenue
OCTOBER	100,605.42	76,701.77		
NOVEMBER	124,317.99	96,807.51		
DECEMBER	189,863.54	144,184.33		
JANUARY	213,317.45	229,556.84		
FEBRUARY	223,988.30	223,249.04		
MARCH	162,728.61	209,268.11		
APRIL	108,950.09	114,718.59		
MAY	75,041.55	72,950.95	2.00%	3,591
JUNE	87,531.99	71,264.20	2.00%	18,018
JULY	68,940.58	65,982.78	2.00%	4,336
AUGUST	69,502.11	68,192.25	2.00%	2,699
SEPTEMBER	73,972.76	72,171.61	2.00%	3,280
Total Lost Revenue				\$28,332

**ESCAMBIA COUNTY OFFICE OF MANAGEMENT AND BUDGET
REVENUE CYCLES- TIPPING FEES**

Claim # 6866 124 528330
 Tax ID # 59600598
 Jurisdiction Escambia County, Florida
 Collection Method: Collected monthly and remitted in the same month.

MONTH	Tonnage FY 2009	Tonnage FY 2010	Revenue FY 2009	Revenue FY 2010	Growth	Lost Revenue
OCTOBER	26,096.28	22,908.37	1,032,107.87	906,026.03		
NOVEMBER	21,034.88	21,753.93	831,929.50	860,367.93		
DECEMBER	24,174.25	23,828.32	956,091.59	942,410.06		
JANUARY	23,704.52	20,875.52	937,513.77	825,626.82		
FEBRUARY	21,123.85	20,813.63	835,448.27	823,179.07		
MARCH	25,879.89	25,885.43	1,023,549.65	1,023,768.76		
APRIL	26,927.24	26,507.22	1,064,972.34	1,048,360.55	-0.78%	
MAY	25,985.34	24,101.31	1,027,720.20	953,206.81	-0.78%	66,447
JUNE	25,086.87	25,005.51	992,185.71	988,967.92	-0.78%	
JULY	26,102.97	24,693.71	1,032,372.46	976,636.23	-0.78%	47,633
AUGUST	24,618.16	24,169.38	973,648.23	955,898.98	-0.78%	10,107
SEPTEMBER	24,052.21	22,964.31	951,264.91	908,238.46	-0.78%	35,560

Total Lost Revenue **\$159,747**

Average Cost per Ton \$39.55



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Discussion Item #: 4.

County Administrator's Report

Date: 02/03/2011
Issue: Siguenza Cove Canal Dredging
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Discussion Concerning Siguenza Cove Canal Dredging - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board consider the following action concerning the Siguenza Cove Canal dredging:

- A. Authorize staff to pursue the acquisition of Hold Harmless Agreements or other financial assurances;
- B. Upon satisfactory receipt of the Hold Harmless Agreements, accept for permanent County maintenance and public use the canal (Canal) as shown on the plat of Siguenza Cove Subdivision, recorded in Plat Book 5, Page 12, of the Public Records of Escambia County, Florida;
- C. Approve transferring \$80,000 from Fund 352, "LOST III" (Local Option Sales Tax III), Account 210107, Project #08EN0301, "Coral Creek S/D Drainage", to Fund 352, "LOST III", Account 210107, Project Number to be set up, "Siguenza Cove"; and
- D. Authorize the Chairman or Vice-Chairman to execute the Hold Harmless Agreements subject to Legal review and sign-off.

BACKGROUND:

The Plat of Siguenza Cove S/D, recorded on September 30, 1958, designated the canal as a right-of-way. This canal is abutted by 38 properties, many of which utilize the canal for boat access. This access was greatly hindered by sediment being deposited from the tide waters during Hurricane Ivan. The County has acquired, from 32 of the 38 property owners, agreements allowing the County to dredge the deposited sediments. It is unlikely that Agreements will be received from the remaining property owners.

Wetland Sciences conducted a cross-sectional survey of the canal which shows the amount of dredging required for the success of this project. Wetland Sciences then submitted a Risk Assessment Report (attached), dated January 20, 2011, which details the potential risk to adjacent properties during the dredging process. This risk is to be assumed by the owners, the dredging contractor or other insurance.

BUDGETARY IMPACT:

Funding for this Project will require the transfer of \$80,000 from Fund 352, "LOST III" (Local Option Sales Tax III), Account 210107, Project #08EN0301, "Coral Creek S/D Drainage", to Fund 352, "LOST III", Account 210107, Project Number to be set up, "Siguenza Cove". If the Board approves this Project, the required funding will be transferred as indicated, and the County will be responsible for all future maintenance of the canal.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Hold Harmless Agreements were prepared by the County Attorney's Office and will be approved by the County Attorney's Office prior to execution by the Chairman and recording in the public records.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Staff recommends that the County develop a policy regarding canal dredging that can be applied in a fair and consistent manner.

IMPLEMENTATION/COORDINATION:

N/A

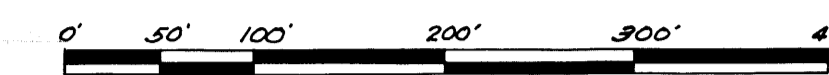
Attachments

Siguenza Cove Plat

Siguenza Cove Risk Assessment

A SUBDIVISION OF A PORTION OF SEC. 26, T3S, R32W

SIGUENZA COVE



GRAPHIC SCALE

Scale in feet: 1" = 100'
September, 1958

DEDICATION

Know all men by these presents that The Citizens and Peoples National Bank of Pensacola, Fla., as trustee for the following Lots and fractional portions of Lots lying within Government Lot 4 as designated on this Plat: Lots 27, 28, and fractional portion of 25 and 26, Block 2; Lots 1, 2, 3, 35, 36, and fractional portion of Lots 4, 5, 33 and 34, Block 3; Fractional portion of Lot 13, Block 4, and Lagoon Properties, Inc., owner of the remainder of the Lots and fractional portion of Lots not included in the foregoing description, are the lawful owners of the land herein subdivided hereby dedicate to the public the thoroughfares and rights-of-way as shown hereon, reserving to themselves, their heirs, and assigns, the reversion or reversions thereof whenever discontinued by law.

The Citizens & Peoples National Bank of Pensacola, Fla., as trustee by

Mary Stout
President

[Signature]
President

[Signature]

Attest:

[Signature]
Vice President-Cashier

H.O. Williams

Lagoon Properties, Inc.

Francis S. Ellis
President

[Signature]

Terry Richardson
Secretary

STATE OF FLORIDA, COUNTY OF ESCAMBIA

Before the subscriber personally appeared G. Wright Reese & J.W. Gingles, respectively President and Vice President-Cashier of The Citizens and Peoples National Bank of Pensacola, Fla., and Francis V. Ellis & Terry Richardson, respectively President and Secretary of Lagoon Properties, Inc., known to me to be the persons described in and who executed the dedication and acknowledged they executed the same for the same for the purposes therein set forth.

Given under my hand and official seal this 7th day of October, A.D. 1958.

Mary Stout
Notary Public, State of Florida
My commission expires 7-10-1960

COUNTY CLERK'S APPROVAL

I, Langley Bell, Clerk of the Circuit Court of Escambia County, Florida, hereby certify that this plat complies with all the requirements of the Plat Act (Chapter 10275 of the 1925 Acts of the Legislature of Florida) and the same was filed for record in Plat Book 5 of said County at Page 12 on the 19th day of JANUARY, A.D. 1959.

Langley Bell
Clerk of the Circuit Court, Escambia County, Florida
By Walter Spivey Deputy Clerk

SURVEYOR'S CERTIFICATE

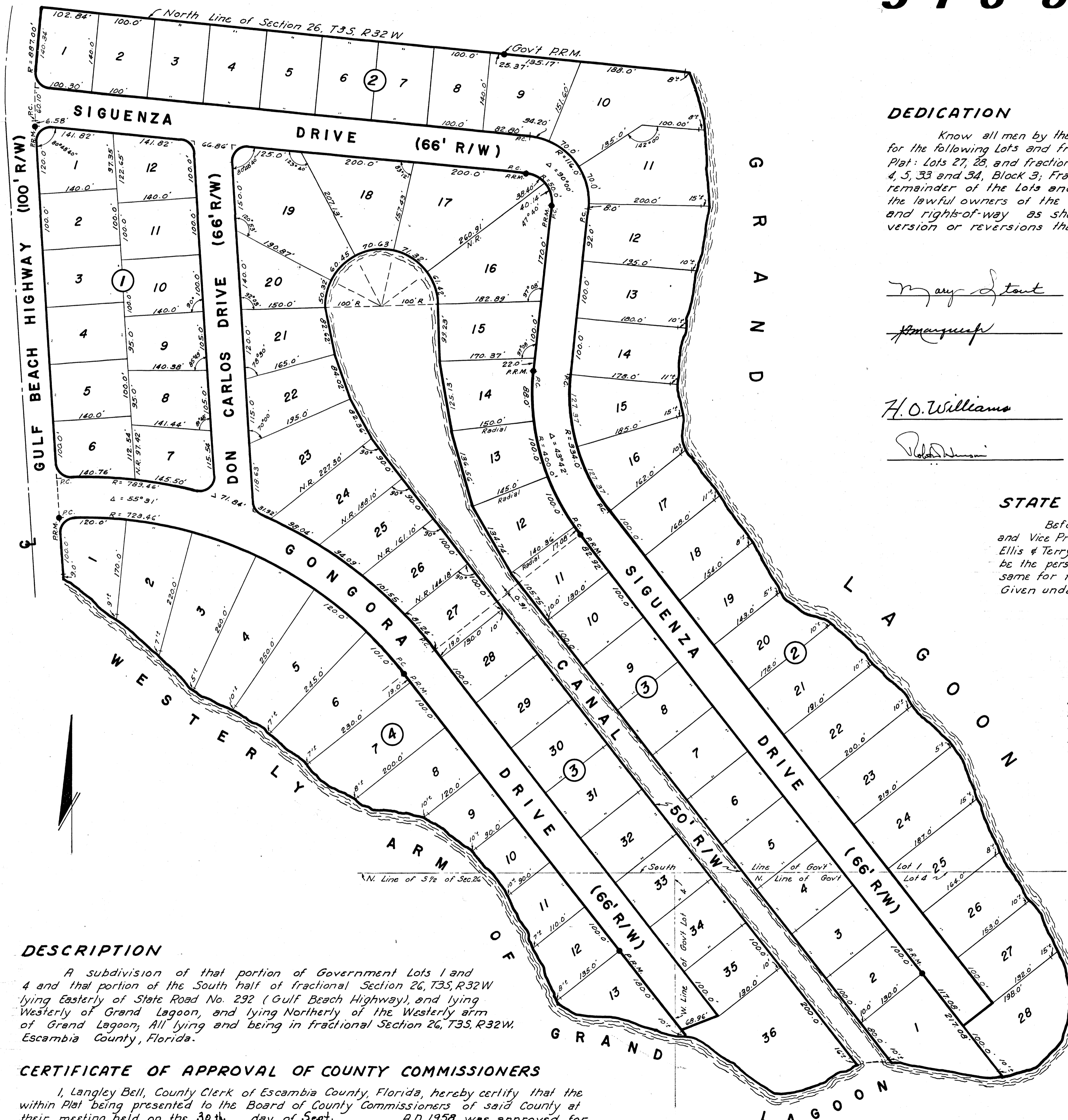
The undersigned hereby certifies that this Plat is a true and correct representation of the lands hereon described: that said land has been subdivided as indicated, that Permanent Reference Monuments (indicated P.R.M.) have been placed as required by the Plat Act (Chapter 10275 of the 1925 Acts of the Legislature of Florida)

Signed this 15th day of SEPT., A.D. 1958.

Robert D. Hinson
Florida Registered Land Surveyor No. 825

NOTES

All side lot lines are right angle or radial unless otherwise noted.
All radii on corners not marked are 25.0'
All distances on corners are arc distances unless otherwise shown.



DESCRIPTION

A subdivision of that portion of Government Lots 1 and 4 and that portion of the South half of fractional Section 26, T3S, R32W lying Easterly of State Road No. 292 (Gulf Beach Highway), and lying Westerly of Grand Lagoon, and lying Northerly of the Westerly arm of Grand Lagoon, all lying and being in fractional Section 26, T3S, R32W, Escambia County, Florida.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, Langley Bell, County Clerk of Escambia County, Florida, hereby certify that the within Plat being presented to the Board of County Commissioners of said County at their meeting held on the 30th day of Sept., A.D. 1958 was approved for filing by said Board and I, as Clerk of said Board was instructed to so certify hereon.

Langley Bell
County Clerk, Escambia County, Florida
By Walter Spivey Deputy Clerk

Robert D. Hinson
Civil Engineer - Land Surveyor
Pensacola, Florida

PB 5 PG 12



January 20, 2011

Timothy Day
Environmental Programs Manager - Coastal Systems and Floodplains
Local Mitigation Strategy (LMS) Coordinator
Community and Environment Bureau
Water Quality and Land Management Division
P.O. Box 1591
Pensacola, FL 32591-1591

**Re: Risk Assessment
Siguenza Cove Canal, Escambia County, FL
WSI REFERENCE #2010-065**

Dear Mr. Day,

As discussed during our meeting on January, 6, 2011, this letter is intended to summarize the County's risk exposure for six lot owners that have not executed hold harmless agreements for the proposed dredging activities in Siguenza Cove Canal. The following is a summary of our findings.

As described in the Environmental Resource Permit Application submitted to both the Florida Department of Environmental Protection and the Department of the Army Corps of Engineers, Escambia County has requested authorizations to mechanically dredge approximately 2,526 cubic yards of sediments and debris from 42,187.62 sq. ft. of tidal waters of a canal adjacent to Big Lagoon and located in the Siguenza Cove subdivision in Section 26, Township 3 South, Range 32 West, Perdido Key, Escambia County, Florida.

The canal will be dredged by an excavator with a reach of sixty feet positioned on a barge with dimensions of 30- x 110-ft. and maintain a loaded draft of 2-ft. Two to four thirty yard roll off dumpsters will also be positioned on the barge to contain the spoil. The extended reach excavator will manually remove sediments from the canal and place the material into the dumpsters positioned on the barge. Once the dumpsters are filled with spoil the barge will be moved just offshore and north of the spoil disposal cell. The barge will be securely held in place by the deployment of vertical steel shafts (known as spuds). The excavator will remove material from the dumpsters and stockpile the material in the upland disposal site. During the dredging process the barge will be required to make multiple runs along the 1,300 linear feet of canal which will be dredged.

Three of the six properties for which hold harmless agreements were not acquired are located at the northern terminus of the canal. As noted in the application submitted to both the DEP and Corps dredging will not extend into the northern terminus of the canal as existing depths are well beyond the control depth. In my opinion, the proposed dredging activity poses no risk to these three properties (6026 Don Carlos, 6337 Siguenza, and 6333 Siguenza).

There are inherent risks associated with the remaining three properties. I will offer my opinion of those risks for each property separately.

6117 Siguenza. This property contains no structures within the canal and the shoreline is not protected (natural). This property has approximately 100-linear feet fronting the canal system. The dredging activity will occur within ten feet from the rear property line. The dredging could alter the near shore beach profile of this property through slumping where the excavated and un-excavated areas seek equilibrium. This is unlikely as the depth of the dredge will be limited to – 4.0-ft. mean low water leaving a profile greater than 4:1 to the shoreline. Wave energy and tidal flushing (those factors under normal circumstances that accelerate erosion) is extremely limited in the canal and therefore I do not expect the modification of the near shore beach profile to change along the subject property.

13416 Gongora. This property contains a 100-ft. wooden seawall along the entire canal front and a 20-ft. x 7-ft. marginal dock. The existing seawall and marginal dock are in disrepair. Dredging will occur within twenty feet from the rear property. Limited amounts of material (approximately 1-2 feet) will be removed from the center portions of the canal (30-ft. in width) waterward of this lot. This will result in very slight modification of the near shore beach profile. This will result is a profile greater than 5:1. Wave energy and tidal flushing (those factors under normal circumstances that accelerate erosion) is extremely limited in the canal and therefore I do not expect the modification of the near shore beach profile to impact the marginal dock and seawall. Replacement costs for the existing seawall is estimated at \$11,000 and the dock \$2,100.

1339 Gongora Dr. This property contains a 100-ft. seawall along the entire canal front and a 60-ft. x 6-ft. marginal dock. Dredging will occur within sixteen feet from the rear property. Limited amounts of material (approximately 1-2 feet) will be removed from the center portions of the canal (30-ft. in width) waterward of this lot. This will result in very slight modification of the near shore beach profile. This will result is a profile greater than 5:1. Wave energy and tidal flushing (those factors under normal circumstances that accelerate erosion) is extremely limited in the canal and therefore I do not expect the modification of the near shore beach profile to impact the marginal dock and seawall. Replacement costs for the existing seawall is estimated at \$12,000 and the dock \$5,400.

This concludes our report. Should you have any questions, please feel free to contact me at 850-453-4700.

Sincerely,

WETLAND SCIENCES, INC.

A handwritten signature in blue ink, appearing to read 'Keith Johnson', with a long horizontal flourish extending to the right.

Keith Johnson
Environmental Scientist



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Discussion Item #: 5.

County Administrator's Report

Date: 02/03/2011
Issue: Approval of a Ground Lease and Memorandum of Lease with The School Board of Escambia County, Florida
From: Joy D. Blackmon, Bureau Chief
Organization: Public Works-Infrastructure Branch
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of a Ground Lease and Memorandum of Lease with The School Board of Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the approval of a Ground Lease and Memorandum of Lease between Escambia County, Florida, and The School Board of Escambia County, Florida, for a one acre parcel of property, located at the southwest corner of the Warrington Elementary School property, for the purpose of constructing a sub-station facility for the Escambia County Sheriff's Office:

- A. Approve the Ground Lease and Memorandum of Lease at a cost of \$10 annually for a period of 99 years;
- B. Authorize the payment of incidental expenditures associated with the approval of the Ground Lease and Memorandum of Lease; which includes, but is not limited to, recording of documents; and
- C. Authorize the Chairman or Vice Chairman to execute, subject to legal review and sign off, the Ground Lease and Memorandum of Lease as of the day of delivery and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding Source: Fund 351, LOST II, Account 540110/56101]

(GROUND LEASE & MEMORANDUM OF LEASE TO BE DISTRIBUTED UNDER SEPARATE COVER)

BACKGROUND:

The Escambia County Sheriff's Office has been searching for property in the Warrington area for the location of a sub-station facility in the 3rd Precinct area. Staff has been unsuccessful in locating a suitable and affordable parcel in this area. The Sheriff's Office has negotiated with the School Board to lease a one acre parcel of vacant land located at the southwest corner of the Warrington Elementary School property subject to the terms and conditions contained in the Ground Lease and Memorandum of Lease.

BUDGETARY IMPACT:

Funds for incidental expenses and the payment of rental fees are available in Fund 351, LOST II, Account 540110/56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ground Lease and Memorandum of Lease will be approved as to form and legal sufficiency by the County Attorney's office prior to Chairman's signature.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioner's mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs and promote a safe and healthy community".

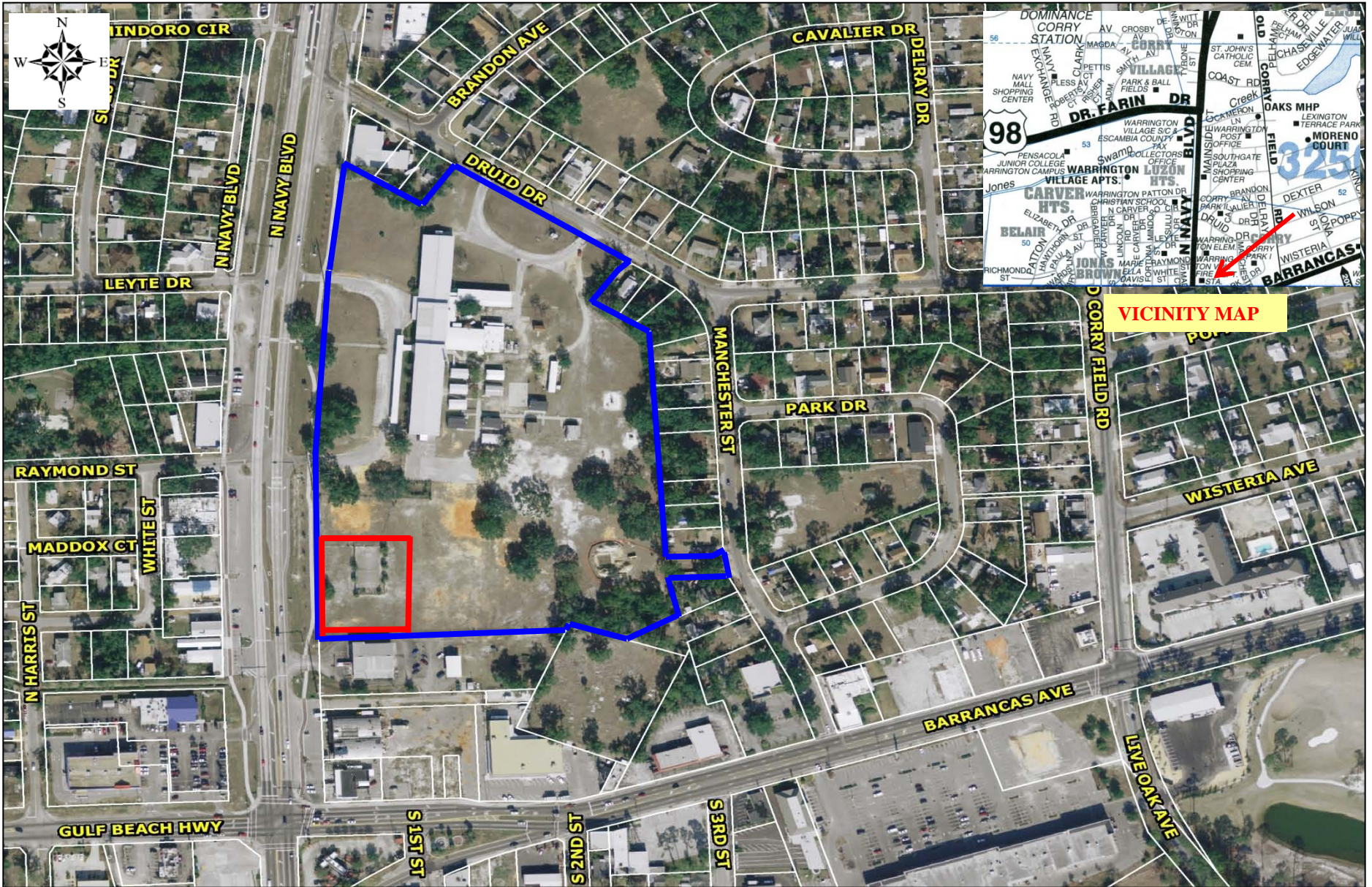
IMPLEMENTATION/COORDINATION:

Staff has completed the requirements of Section 46-139, County Code of Ordinances for the recording of the Memorandum of Lease associated with this project. Staff has coordinated with Escambia County Sheriff's Office and The School Board of Escambia County, Florida.

Attachments

Map

GROUND LEASE/ 220 NORTH NAVY BOULEVARD / ESCAMBIA COUNTY SHERIFF'S DEPARTMENT



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

JCC 02/24/10

DISTRICT 2



SCHOOL BOARD PROPERTY / WARRINGTON ELEMENTARY SCHOOL



GROUND LEASE (approximately 1 acre)

AI-380

Item #: 14.

BCC Regular Meeting

Date: 02/03/2011

SUBJECT:

Attachments

CAT Report Feb 3 2011

COUNTY ATTORNEY'S REPORT

February 3, 2011

I. FOR ACTION

1. Pensacola Bay Fishing Bridge, Inc. vs. Escambia County, Florida Settlement Approval; Case No.: 2008 CA 003398

Recommendation Concerning Pensacola Bay Fishing Bridge, Inc. Settlement Approval

That the Board approve a mediated settlement agreement in which Pensacola Bay Fishing Bridge, Inc. will forgo its right to appeal the Final Summary Judgment entered by Judge Boles on January 19, 2011. In exchange, the County will not pursue taxable costs, attorney fees, and will pay the fees of the mediator for the mediation which took place on January 19, 2011.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Action Item #: 1.

County Attorney's Report

Date: 02/03/2011

Issue: Pensacola Bay Fishing Bridge, Inc. vs. Escambia County, Florida Settlement Approval; Case No.: 2008 CA 003398

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pensacola Bay Fishing Bridge, Inc. Settlement Approval

That the Board approve a mediated settlement agreement in which Pensacola Bay Fishing Bridge, Inc. will forgo its right to appeal the Final Summary Judgment entered by Judge Boles on January 19, 2011. In exchange, the County will not pursue taxable costs, attorney fees, and will pay the fees of the mediator for the mediation which took place on January 19, 2011.

BACKGROUND:

This office met with the Board of County Commissioners in an Attorney-Client Session and obtained settlement authority for the mediation conference which took place on January 19, 2011 before Alan Bookman, a certified Circuit Court Mediator. Prior to meeting with the Board, this office had filed a Motion for Final Summary Judgment on April 28, 2010 and had provided supplemental memoranda of law to the Court on December 15, 2010 and January 5, 2011. At the time of the mediation conference, Judge Boles had not ruled on the County's Motion for Final Summary Judgment.

During the course of Mediation, it was learned that Judge Boles had granted the County's Motion for Final Summary Judgment. A copy of the Final Judgment is attached. In order to extinguish any further avenues for appeal and the uncertainties of litigation, this office is recommending that in exchange for Pensacola Bay Fishing Bridge, Inc.'s waiver of an appeal of Judge Boles's Final Summary Judgment entered on January 19, 2011, that the County forgo seeking a judgment for the expenses of litigation including attorney's fees and that the County pay the fees of the mediator for conducting the mediation conference mandated by the Court. In this way, the County is assured that the Final Summary Judgment entered by Judge Boles will be undisturbed by an appeal and that it will incur no further liability relating to the operating contract entered into on July 3, 1997 with Pensacola Fishing Bridge, Inc.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

See above.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Order on County's Motion for Summary Judgment

CP

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

PENSACOLA BAY FISHING BRIDGE, INC.,
a Florida corporation,
Plaintiff,

vs.

Case No.: 2008-CA-003398
Division: "E"

ESCAMBIA COUNTY, FLORIDA,
a political subdivision of the State of Florida,
Defendant.

_____ /

ORDER ON DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

THIS CAUSE having come before the Court on the Motion for Summary Judgment of the Defendant, Escambia County, and the Court, after reviewing the pleadings and filings of record, hearing arguments from counsel, and being otherwise duly advised in the premises, finds as follows:

As to Count I of the Amended Complaint alleging breach of contract, the Court finds that the provisions of Plaintiff's contract with the Defendant dated July 3, 1997 and the First Amendment thereto are clear and unambiguous and specifically provide that the Plaintiff is obligated to promptly repair and restore the fishing pier in the event of damages caused as a result of a natural disaster. Paragraph 5 of the parties' contract of July 3, 1997 involves permits and impositions, but in no way shifts the burden to the Defendant to obtain financing on the part of the Plaintiff in order for Plaintiff to fulfill its obligation to promptly repair and restore the fishing pier damaged as a result of a natural disaster. As such, the Court finds that there is no genuine issue of material fact and Defendant is entitled to judgment as a matter of law as to Count I.

As to Count II of the Amended Complaint alleging a count of unjust enrichment, such a claim is not available when there is an express written contract governing the same subject

matter. See Diamond "S" Development Corporation v. Mercantile Bank, 989 So. 2d 696 (Fla. 1st DCA 2008). Although the contract does not address the possibility of the Defendant receiving funds from FEMA, the contract clearly addresses the Plaintiff's responsibility to repair and restore the fishing pier if damaged as a result of a natural disaster. The Plaintiff was unable to perform under the contract and the first amendment to the contract and the contract was terminated by the Defendant as a result. As such, the Court finds that there is no genuine issue of material fact and the Defendant is entitled to judgment as a matter of law as to Count II of the Amended Complaint.

NOW THEREFORE, it is hereby

ORDERED AND ADJUDGED that the Defendant's Motion for Summary Judgment as to both counts of the Plaintiff's Amended Complaint is hereby granted. The Plaintiff is to take nothing by this action and the Defendant is to go hence without day.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida on this

19th day of January, 2011.

JS/W. JOEL BOLES

W. JOEL BOLES
CIRCUIT JUDGE

Conformed copies to:

John Asmar, Esq.

✓ Charles V. Pepler, Esq.

1/19/11-KE